

**Commissioners Court December 21, 2021
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **21st day of December 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	6-7	Adopt a Proclamation to recognize the contributions of the Lipan Apache Tribe to Hays County. JONES/INGALSBIE
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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	8	Approve payments of County invoices. VILLARREAL-ALONZO
3	9	Approve payments of Juror checks. VILLARREAL-ALONZO
4	10-51	Approve Commissioners Court Minutes of September 21, 2021, October 5, 2021 and October 12, 2021, October 15, 2021, October 19, 2021 and November 2, 2021. BECERRA/CARDENAS
5	52	Approve the payment of the December 31, 2021 payroll disbursements in an amount not to exceed \$4,000,000.00 effective December 31, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
6	53-63	Authorize Countywide Operations Personal Health to purchase two (2) Dell Latitude 5520 with docking, two (2) monitors, and two (2) Adobe licenses for the two newly hired positions working under the Public Health Workforce grant. INGALSBIE/T.CRUMLEY
7	64-66	Approve and confirm the appointment of Leia Boggs as Deputy Constable Bailiff in the Hays County Constable Precinct 1 Office, effective date December 21, 2021. INGALSBIE/PETERSON
8	67-68	Authorize the submission of a commitment of funds letter to the Texas Department of Emergency Management, Hazard Mitigation Grant Program, for the Hays County Hazard Mitigation Plan Update Project. BECERRA/T.CRUMLEY/MIKE JONES
9	69-80	Authorize the execution of the FY 2022 Grant Agreement with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDETF), Operation Carrera de Tortugas, and amend the budget accordingly. INGALSBIE/CUTLER
10	81-92	Authorize the execution of the FY 2022 Grant Agreement with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDETF), Operation Catracho Pijin, and amend the budget accordingly. INGALSBIE/CUTLER
11	93	Authorize the Sheriff's Office to use salary savings for professional wellness services with Tania Glenn & Associates, PA and amend the budget accordingly. INGALSBIE/CUTLER
12	94	Amend the Jail's Operating budget for HVAC repairs in which insurance proceeds were received. INGALSBIE/CUTLER
13	95-96	Approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 90 days (March 31, 2022) and amend the budget accordingly. BECERRA/RICHEY
14	97	Approve the reappointment of Chris Baker to the board of Emergency Services District (ESD) #9, two year term ending December 31, 2023. SMITH
15	98	Approve the reappointment of Beth Smith to the board of Emergency Services District (ESD) #5, two year term ending December 31, 2023. SMITH

16	99-106	Approve Utility Permits. SMITH/INGALSBE/BORCHERDING
17	107-113	Authorize the County Judge to execute a First Amended and Restated Interlocal Cooperative Agreement between Hays County, the Wimberley Independent School District, and the Hays County Constable, Precinct 3 related to traffic-related law enforcement services. SHELL/MONTAGUE
18	114-115	Authorize a budget amendment to the St. David's COVID-19 Vaccine Distribution and Administration Support Grant. SHELL/T.CRUMLEY
19	116-117	Approve the appointments of Betty Brittain Clem Cantu, Alexandra Mylius and Moneta Rios to the Hays County Child Protective Board, 3 year terms ending 12/31/24. BECERRA
20	118-119	Approve the reappointments of Lee Ikels, June Hankins, Mary Cauble and Esperanza Orosco to the Hays County Child Protective Board, 3 year terms ending 12/31/24. BECERRA
21	120-121	Authorize the County Judge to execute Amendment No. 1 to the Funding Agreement with the Hays-Caldwell Women's Center (HCWC) related to transitional housing. INGALSBE/SHELL
22	122-127	Authorize payment to Applied Concepts, Inc. in the amount of \$781.06 for the Department of Public Safety Hays County Division related to increased contract costs for the trooper's radar systems. INGALSBE
23	128-129	Authorize the Hays County Criminal District Attorney to purchase 50 Net Motion software licenses utilizing salary savings and amend the budget accordingly. INGALSBE/MAU
24	130-131	Authorize the County Judge to execute an Amendment to the License and Services Agreement with Tyler Technologies, Inc. for the Jury Manager Software. INGALSBE/MCGILL
25	132-133	Finalize vehicle leases for various departments with Enterprise Fleet Management as outlined in the FY 2022 budget process and amend the budget accordingly. SMITH/SHELL
26	134-142	Authorize the County Judge to execute Change Order #4 between Hays County and Turner Construction for work related to the Hays County Public Safety Bond Project. INGALSBE/SHELL
27	143	Approve specifications for IFB 2022-B08 Darden Hill at Sawyer Ranch Roundabout and authorize Purchasing to solicit for bids and advertise. SMITH/BORCHERDING

ACTION ITEMS

ROADS

28	144-147	Discussion and possible action to authorize the County Judge to execute Amendment #3 to the Advance Funding Agreement between Hays County and the Texas Department of Transportation (TxDOT) for the RM 12 and RM 3237 Intersection Improvement project. SHELL/BORCHERDING
29	148-149	Discussion and possible action to consider the release of the Letter of Credit #20214330 in the amount of \$362,008.18 for 6 Creeks subd., Phase 1, Section 4A. SMITH/BORCHERDING
30	150-151	Hold a public hearing with possible action to establish a "No Parking" zone along both sides of Bliss Spillar Road between September Song Drive and the end of Bliss Spillar Road. JONES/SMITH/BORCHERDING
31	152-155	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$8,370.00 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the RM 967 (West of Oak Forest Drive) Safety Improvements project as part of the Hays County Road Bond Program. SMITH/JONES/BORCHERDING
32	156-158	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount of \$50,000.00 to the Professional Services Agreement between Hays County and BGE, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract and related to the 2016 Road Bond Program US 290 West at Henly Loop project. SHELL/SHELL/BORCHERDING
33	159-164	Discussion and possible action to consider the acceptance of road construction & surface drainage improvements and acceptance of the 2-year maintenance bond #800131704 in the amount of \$159,343.74 for Headwaters at Barton Creek subd., Phase 4-Section 2, Phase 4-Section 4, and Phase 5-Section 1. SMITH/BORCHERDING
34	165-170	Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the construction bond #PH3010406555 in the amount of \$843,062.00, and acceptance of the 2-year maintenance bond #800131703 in the amount of \$75,763.60 for Headwaters at Barton Creek subd., Phase 4-Section 5. SMITH/BORCHERDING
35	171-176	Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the construction bond #PB3010406556 in the amount of \$1,175,523.65, and acceptance of the 5-year maintenance bond #800131707 in the amount of \$21,617.40 for Headwaters at Barton Creek subd., Phase 4-Section 6. SMITH/BORCHERDING
36	177-179	Discussion and possible action authorize the County Judge to execute Amendment #1 to an Agreement between Hays County and the Texas Department of Transportation for a Local On-System Improvement Project on FM 2770, executed on September 6, 2019. JONES/BORCHERDING

37	180-187	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 3 in the amount of \$2,150,000.00 to the Professional Services Agreement between Hays County and American Structurepoint, Inc for the RM 3237 Safety Improvements from RM 150 to RM 12 project in Precinct 3, as part of the 2016 Road Bond Program utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). SHELL/BORCHERDING
38	188	Discussion and possible action to approve the selection of LJA Engineering, Inc. to provide right-of-way acquisition services for the RM 150 West Alignment in Precinct 3; and to authorize staff and counsel to negotiate a contract. SHELL/SMITH/BORCHERDING
39	189-191	Discussion and possible action to authorize the County Judge to execute Change Order No. 2, time extension, to the Professional Services Agreement between Hays County and RPS Infrastructure, Inc. for design services on the RM 12 at RM 3237 Intersection Improvements project in Precinct 3 as part of the Road Bond Program. SHELL/BORCHERDING
40	192-198	Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$25,000.00 and to add new rate categories to the Professional Services Agreement between RPS Infrastructure, Inc. for the RM 12 at RM 3237 intersection project in Precinct 3, as part of the 2016 Road Bond Program. SHELL/BORCHERDING
41	199-204	Discussion and possible action to approve License Agreement between Hays County, the City of San Marcos and the Texas Department of Transportation (TxDOT), by and through Hays County, for the FM 110 North project and authorize the County Judge to execute License Agreement on behalf of Hays County. INGALSBE/BORCHERDING
42	205-225	Discussion and possible action to authorize the County Judge to execute a Quit Claim deed for property located along Fitzhugh Road in Precinct 4, the status of which as County Right of Way has been called to question. SMITH

SUBDIVISIONS

43	226-229	PLN-1816-NP; Discussion and possible action to approve the final plat for the Strauss Subdivision. SMITH/MACHACEK
44	230-234	PLN-1846; Hold a public hearing with possible action to approve the cancellation of Lot 2-A in the Henderson Subdivision. SMITH/MACHACEK
45	235-236	PLN-1739-NP; Bluff Springs Estates, Preliminary Plan. Discussion and possible action to approve the preliminary plan. SHELL/MACHACEK
46	237-240	PLN-1820-NP; Discussion and possible action to approve the final plat for Rainbow Ranch, Lots 77B and 78B. SHELL/MACHACEK
47	241-248	PLN-1836-NP; Hawk Ridge, Phase 1 Subdivision (30 Lots). Discussion and possible action to accept the Performance Bond No. 4448662 in the amount of \$424,061.00 for street, erosion, and drainage improvements and grant approval of the final plat. SMITH/MACHACEK

MISCELLANEOUS

48	249-258	Discussion and possible action to authorize the execution of the FY22 Texas Indigent Defense Commission (TIDC) grant award for the Hays County Indigent Defense Coordinator Program in the amount of \$79,804. BECERRA/CRUMLEY/CUTLER
49	259-266	Discussion and possible action to award the contract for IFB 2021-B09 US 290 W - Henly Loop to Lone Star Sitework, LLC. SHELL/BORCHERDING
50	267-328	Discussion and possible action to authorize the execution of an Interlocal Cooperation Agreement between Hays County and Texas State University to be performed by the Meadows Center for Water and the Environment related to the FY22 Hays County Feral Hog Abatement Program. JONES/T.CRUMLEY
51	329	Discussion and possible action to approve Texas A&M AgriLife Extension Service's hiring of Aaron McCoy as the Agriculture and Natural Resources (ANR) Extension Agent for Hays County. BECERRA
52	330-332	Discussion and possible action to authorize the County Judge to execute an Eighth Amendment to the Health Care Services Agreement with Wellpath, LLC for the Jail Division at the Sheriff's Office and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4). BECERRA/CUTLER
53	333-335	Discussion and possible action to authorize the County Judge to execute a Third Amendment to the Health Care Services Agreement with Wellpath, LLC for the Juvenile Detention Facility and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4). BECERRA/LITTLEJOHN
54	336-344	Discussion and possible action to grant a variance from the Hays County Development Regulations Chapter 705 § 3.01(C). SHELL/MACHACEK
55	345-347	Discussion and possible action to approve Amendment #1 to the Texas General Land Office (GLO) CDBG-MIT Grant Administration Contract with Langford Community Management Services, Inc. related to updating the County's Hazard Mitigation Plan. BECERRA/T.CRUMLEY

56	348	Hold a public hearing in accordance with section 293.101 of the Texas Health and Safety Code to hear public comments and consider action concerning the amount of the mandatory payments required of all local hospitals in fiscal year (FY) 2022 pursuant to the County Health Care Provider Participation Program and how the revenue derived from those payments is to be spent. SHELL
57	349-351	Discussion and possible action to accept a Proposal from Beckwith Electronic Systems, LLC to replace the Epson Projector and Control System for County Court at Law Courtroom #2; allow a discretionary exemption pursuant to Texas Local Government Code 262.024A (7)(D) and amend the budget accordingly. INGALSBE/CHRIS JOHNSON
58	352	Discussion and possible action to direct the Information Technology Department to identify and explore solutions to technological issues associated with the Commissioners Court audio visuals provided by SWAGIT and Visionality. SMITH
59	353-355	Discussion and possible action to authorize release of Payment Bond #929637539, in the amount of seven hundred and fifteen thousand dollars (\$715,000.00 USD), related to the purchase of habitat mitigation credits by Carma Paso Robles, LLC for the Kissing Tree development. SHELL
60	356-384	Discussion and possible action to award a contract for IFB 2022-B03 Cotton Gin Road - Low Water Crossing with SB Contractors, LLC in the amount of \$838,515.87. INGALSBE/JONES/BORCHERDING
61	385-388	Discussion and possible action to authorize the County Judge to execute a Contract Amendment with Tyler Technologies, Inc. for the Socrata SaaS Platform related to the Hays County CAD/RMS Dashboards. BECERRA/MCGILL
62	389-400	Discussion and possible action to authorize addition of two DJI Mavic 2 Enterprise Advanced unmanned aircraft to the Hays County General and Law Enforcement liability coverage with an annual premium of \$2,494.00. BECERRA
63	401-482	Discussion and possible action to award a contract for IFB 2022-B01 Duty & Training Ammunition with Parabellum Research and BION SOL LLC. BECERRA/CUTLER
64	483-498	Discussion and possible action to authorize the County Judge to execute a Law Enforcement Agreement and Order Number 1 with Lexis Nexis Coplogic Solutions, Inc. related to the Desk Office Reporting System (DORS) for the Sheriff's Office. INGALSBE/CUTLER

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.

65	499	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 Right of Way located at or near FM 621 in Pct. 1. Possible discussion and/or action may follow in open court. INGALSBE
66	500	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 Wild Strawberry. Possible discussion and/or action may follow in open Court. JONES
67	501	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. BECERRA
68	502	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located on or near Stagecoach Trail in San Marcos, Texas and within Precinct 3. Possible discussion and/or action may follow in open court. SHELL
69	503	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. BECERRA
70	504	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and the Auditor's Office regarding the Emergency Rental Assistance Program and the employment and individual duties of all positions created in relation to the Program. Possible discussion and/or action may follow in open court. INGALSBE
71	505	Executive session pursuant to Section 551.071 and 551.076 of the Texas Government Code: deliberation regarding security devices associated with the Hays County Public Safety Building located at 810 S. Stagecoach Trail in San Marcos, Texas. Possible discussion and/or action may follow in open court. INGALSBE/SHELL

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.

72	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
73	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
74	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
75	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
76	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 17th day of December, 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 to recognize the contributions of the Lipan Apache Tribe to Hays County.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Mark Jones

SPONSOR

JONES

CO-SPONSOR

INGALSBE

SUMMARY

(see attachment)



**PROCLAMATION RECOGNIZING THE CONTRIBUTION
OF THE LIPAN APACHE TRIBE**

WHEREAS, The Lipan Apache Tribe of Texas is the present-day incarnation of a proud people who have lived in Texas and northern Mexico for more than 300 years; and

WHEREAS, The Lipan Apaches have entered into treaties, alliances, and pledges of friendship with the governments of Spain, Mexico, the German Confederation, and the United States; President Sam Houston and the Republic of Texas formally acknowledged a friendship with the Lipan Apaches through the Treaty of Live Oak Point in 1838 and because of the history of the Lipan Apache in Hays County; and

WHEREAS, Today, the Lipan Apache Tribe is represented by a tribal government with a constitution and bylaws, and the tribe is a voting member of the National Congress of American Indians; the eagle remains sacred to the tribe, and the U.S. 5th Circuit Court of Appeals has acknowledged the religious and legal rights of more than 200 tribal members to use eagle feathers in their ceremonial practices; and

WHEREAS, Lipan Apaches have faithfully served in the armed forces of the United States during World War I, World War II, the Korean War, the Vietnam War, and the wars in Iraq and Afghanistan, as well as in other deployments; moreover, tribe member Frank Leota of San Antonio has risen to the prestigious post of command sergeant major for the U.S. Army Pacific Command; in addition, members of the Lipan Apache tribe have served as police officers, ministers, nurses, and schoolteachers, as well as in many other important occupations; and

WHEREAS, Blessed with a rich heritage, the Lipan Apaches have maintained a strong sense of identity and community, and they continue to make a valuable contribution to the culture of the Lone Star State;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby recognize the Lipan Apache Tribe of Texas and commend it on its many valuable contributions to this state.

ADOPTED THIS THE 21st DAY OF DECEMBER 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

December 21, 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

December 21, 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 September 21, 2021, October 5, 2021 and October 12, 2021, October 15, 2021, October 19, 2021 and November 2, 2021.

ITEM TYPE

CONSENT

MEETING DATE

December 21, 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



SEPTEMBER 21, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 21st DAY OF SEPTEMBER A.D., 2021, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA
DEBBIE GONZALES INGALSBE
MARK JONES
LON A. SHELL
WALT SMITH
ELAINE H. CÁRDENAS

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Mark 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

James Reece made a public comment regarding a document not received for filing. Elida M. Morales made a public comment regarding Silguero family history. Rodrigo Amaya made a public comment regarding lack of accountability. Dan Lyon made a public comment regarding county disbursements and an Appraisal Review Board meeting. Elaine Cardenas, County Clerk, read a public comment emailed by Diane McCabe regarding the redistricting process. Frank Arredondo made a public comment thanking the court for their proclamation regarding recognition of Hispanic Heritage Month.

36800 ADOPT A PROCLAMATION DECLARING OCTOBER 1, 2021 AS NATIONAL MANUFACTURING DAY.

Barbara Thomason, Greater San Marcos Partnership, made a public in favor of this proclamation and recognized members of the committee. Commissioner Smith asked for the proclamation to include all four school districts. A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adopt an Amended Proclamation declaring October 1, 2021 as National Manufacturing Day. All present voted "Aye." MOTION PASSED.

36801 ADOPT A PROCLAMATION DECLARING SEPTEMBER 17-23, 2021 AS CONSTITUTION WEEK.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to adopt a Proclamation declaring September 17-23, 2021 as Constitution Week. All present voted "Aye." MOTION PASSED.

36802 ADOPT A PROCLAMATION DECLARING OCTOBER 2021 AS CAPCOG CYBERSECURITY AWARENESS MONTH.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation declaring October 2021 as CAPCOG Cybersecurity Awareness Month. All present voted "Aye." MOTION PASSED.

36803 ADOPT A PROCLAMATION RECOGNIZING HISPANIC HERITAGE MONTH AND THE CONTRIBUTIONS MADE BY THE INDIGENOUS & TEJANO FIRST FAMILIES.



SEPTEMBER 21, 2021

Linda Guerrero Gonzales made a public comment on her family's history and contributions to the community. Gina Alba-Rogers, member of the Council of Indigenous and Tejano community, made public comment in support of this proclamation. Anita Collins made a public comment in support of this proclamation. Rogelio Casas spoke on his family's history and contributions to the community. Rosina Valle made a public comment regarding their family's history and contributions to the community. Daniel Gonzales, Woodmen of the World, thanked the court for this proclamation. Jesse Sanchez, Treasurer for American GI Forum Chapter of San Marcos, made a public comment thanking the court for this proclamation and spoke on the history of the local chapter. Gloria Salazar, Program Coordinator and Co-founder of Centro Cultural Hispano de San Marcos, made a public comment thanking the court for this proclamation. **A motion was made by Commissioner Ingalsbe, seconded by Shell to adopt a Proclamation recognizing Hispanic Heritage Month and the contributions made by the Indigenous & Tejano First Families. All present voted "Aye." MOTION PASSED.**

36804 APPROVE PAYMENTS OF COUNTY INVOICES.

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

36805 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

Clerk's Note Agenda Item #7 RE: APPROVE COMMISSIONERS COURT MINUTES OF AUGUST 17, 2021. – WAS PULLED.

36806 APPROVE THE PAYMENT OF THE SEPTEMBER 30, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$4,125,000.00 EFFECTIVE SEPTEMBER 30, 2021 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the payment of the September 30, 2021 payroll disbursements in an amount not to exceed \$4,125,000.00 effective September 30, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

36807 APPROVE AND CONFIRM THE APPOINTMENT OF DARRELL PEREZ AS DEPUTY CONSTABLE BAILIFF IN THE HAYS COUNTY CONSTABLE PRECINCT 1 OFFICE, EFFECTIVE DATE SEPTEMBER 21, 2021.

Constable David Peterson, Precinct 1, spoke on Darrell Perez's qualifications. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve and confirm the appointment of Darrell Perez as Deputy Constable Bailiff in the Hays County Constable Precinct 1 Office, effective date September 21, 2021. All present voted "Aye." MOTION PASSED.

36808 AUTHORIZE THE COMMISSIONER PCT. 1 OFFICE TO SUPPORT THE CITY OF KYLE PARKS AND RECREATION DEPARTMENT RELATED TO DEVELOPING THE LAND AT 1408 CENTER STREET, KYLE, AN UPCOMING PARK PROJECT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Commissioner Pct. 1 Office to support the City of Kyle Parks and Recreation Department related to developing the land at 1408 Center Street, Kyle, an upcoming park project. All present voted "Aye." MOTION PASSED.

36809 AUTHORIZE THE HAYS COUNTY JUDGE TO EXECUTE AMENDMENTS TO THE HEALTH SERVICES AGREEMENTS BETWEEN HAYS COUNTY AND WELLPATH, LLC TO EXTEND THE CURRENT CONTRACT UNTIL DECEMBER 31, 2021.



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A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Hays County Judge to execute Amendments to the Health Services Agreements between Hays County and Wellpath, LLC to extend the current contract until December 31, 2021. All present voted "Aye." MOTION PASSED.

36810 AMEND VARIOUS DEPARTMENTAL OPERATING, SPECIAL REVENUE AND CAPITAL PROJECT BUDGETS IN PREPARATION FOR FISCAL YEAR 2021 THIRD QUARTER FINANCIAL REPORTING.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2021 third quarter financial reporting. All present voted "Aye." MOTION PASSED.

36811 AUTHORIZE PAYMENT TO FEDEX OFFICE FOR EMERGENCY RENTAL ASSISTANCE PROGRAM PRINTING IN THE AMOUNT OF \$749.70 IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize payment to FedEx Office for Emergency Rental Assistance Program printing in the amount of \$749.70 in which no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.

36812 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AMENDMENT #3 TO A CONTRACT BETWEEN HAYS COUNTY AND PBS OF TEXAS RELATED TO COUNTYWIDE JANITORIAL SERVICES PURSUANT TO RFP 2020-P02.

Dan Lyon made a public comment against the cost of janitorial services. Judge Becerra asked First Assistant Auditor, Vickie Dorsett, if fees were comparable to competing providers for which she confirmed that they were. A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to execute Amendment #3 to a Contract between Hays County and PBS of Texas related to Countywide Janitorial Services pursuant to RFP 2020-P02. All present voted "Aye." MOTION PASSED.

36813 APPROVE UTILITY PERMITS.

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

36814 APPROVE EXTENSION OF RFP 2016-P06 BANK DEPOSITORY WITH SAGE CAPITAL BANK, N.A. FOR A PERIOD NOT TO EXCEED 92 DAYS (DECEMBER 31, 2021).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 92 days (December 31, 2021). All present voted "Aye." MOTION PASSED.

36815 AUTHORIZE PAYMENT TO TIMEKEEPING SYSTEMS, INC. FOR \$3,150 FOR PROFESSIONAL SERVICES RELATED TO THE JAIL GUARD 1 TIMEKEEPING SYSTEM AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize payment to TimeKeeping Systems, Inc. for \$3,150 for professional services related to the Jail Guard 1 timekeeping system and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36816 AMEND THE SHERIFF'S OFFICE OPERATING BUDGET FOR NEEDED VEHICLE REPAIRS IN WHICH INSURANCE PROCEEDS OF \$5,837 WERE RECEIVED AND AUTHORIZE PAYMENT TO LESTER'S SHOP FOR REPAIRS OF \$5,273.26 IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.



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A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to amend the Sheriff's Office operating budget for needed vehicle repairs in which insurance proceeds of \$5,837 were received and authorize payment to Lester's Shop for repairs of \$5,273.26 in which no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.

36817 APPROVE THE APPOINTMENT OF MARIA CRISTINA NELSON TO SERVE ON EMERGENCY SERVICES DISTRICT #1 TO REPLACE GEOFFREY TAHUAHUA, FOR A TERM ENDING DECEMBER 31, 2021.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the appointment of Maria Cristina Nelson to serve on Emergency Services District #1 to replace Geoffrey Tahuahua, for a term ending December 31, 2021. All present voted "Aye." MOTION PASSED.

36818 APPROVE THE APPOINTMENT OF STACI DEMENT TO SERVE ON EMERGENCY SERVICES DISTRICT #1 TO REPLACE DANIEL O'BRIEN, FOR A TERM ENDING DECEMBER 31, 2021.

Commissioner Smith thanked Nelson and Dement for serving on ESD #1. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the appointment of Staci Dement to serve on Emergency Services District #1 to replace Daniel O'Brien, for a term ending December 31, 2021. All present voted "Aye." MOTION PASSED.

36819 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RESOLUTION CERTIFYING THAT THE COUNTY HAS APPROVED A \$13,000 GRANT FOR FY 2022 TO COMBINED COMMUNITY ACTION, AN ORGANIZATION THAT PROVIDES HOME DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY THAT ARE ELDERLY OR HAVE A DISABILITY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a resolution certifying that the County has approved a \$13,000 grant for FY 2022 to Combined Community Action, an organization that provides home delivered meals to homebound persons in the county that are elderly or have a disability. All present voted "Aye." MOTION PASSED.

36820 AUTHORIZE THE COUNTY JUDGE TO USE THE REMAINDER OF HIS COMMUNITY PROGRAM EXPENSE OF \$1,250 FOR TEXAS STATE UNIVERSITY CENTER FOR DIVERSITY AND GENDER STUDIES.

Dan Lyon made a public comment against providing funds to the Center. Commissioner Smith asked what the Center intends to use the funds for. Judge Becerra responded that the funds would be used for outreach and a celebration of Texas State's designation as a Hispanic Serving Institution. A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to use the remainder of his Community Program Expense of \$1,250 for Texas State University Center for Diversity and Gender Studies. Commissioner Ingalsbe, Commissioner Shell, and Judge Becerra voted "Aye." Commissioner Jones and Commissioner Smith voted "Nay." MOTION PASSED.

36821 APPROVE EXTENSION OF IFB 2017-B02 COUNTYWIDE DUMPSTERS WITH TEXAS DISPOSAL SYSTEMS FOR AN ADDITIONAL PERIOD NOT TO EXCEED 61 DAYS (NOVEMBER 30, 2021).

A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve extension of IFB 2017-B02 Countywide Dumpsters with Texas Disposal Systems for an additional period not to exceed 61 days (November 30, 2021). All present voted "Aye." MOTION PASSED.

36822 AMEND THE CONSTABLE PCT. 5 OPERATING BUDGET FOR VEHICLE REPAIRS AND NEW TIRES NEEDED FOR THE LAW ENFORCEMENT FLEET.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to amend the Constable Pct. 5 operating budget for vehicle repairs and new tires needed for the law enforcement fleet. All present voted "Aye." MOTION PASSED.



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36823 APPROVE SPECIFICATIONS FOR RFP 2021-P07 PROGRAM MANAGEMENT - AMERICAN RESCUE PLAN ACT (ARPA) FUNDS AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.

Commissioner Smith thanked his colleagues who reached out to the Auditor's office on this item. He stated the final RFP is well written and hopes to get some good applicants. Commissioner Shell stated he supports the RFP but that does not mean he supports hiring a contractor for this. Judge Becerra agreed with his statement and stated that this is not a done deal. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve specifications for RFP 2021-P07 Program Management - American Rescue Plan Act (ARPA) Funds and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.**

36824 APPROVE SPECIFICATIONS FOR RFP 2021-P04 MEDICAL SERVICES - JAIL AND JUVENILE DETENTION CENTER AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSALS AND ADVERTISE.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve specifications for RFP 2021-P04 Medical Services - Jail and Juvenile Detention Center and authorize Purchasing to solicit for proposals and advertise. All present voted "Aye." MOTION PASSED.

36825 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE ACCEPTANCE OF ROAD CONSTRUCTION & DRAINAGE IMPROVEMENTS AND ACCEPT THE 2-YEAR MAINTENANCE BOND #166107N IN THE AMOUNT OF \$154,337.85 FOR THE TRAILS AT WINDY HILL SUBD., PHASE 4 & PHASE 5.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept road construction & drainage improvements and accept the 2-year maintenance bond #166107N in the amount of \$154,337.85 for the Trails at Windy Hill subd., Phase 4 & Phase 5. All present voted "Aye." MOTION PASSED.

36826 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE MAINTENANCE BOND RIDER EXTENSION #PB03016800417M IN THE AMOUNT OF \$90,377.95 UNTIL FEBRUARY 28, 2022 FOR SUNFIELD SUBD., PHASE 2, SECTION 12.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept the maintenance bond rider extension #PB03016800417M in the amount of \$90,377.95 until February 28, 2022 for Sunfield subd., Phase 2, Section 12. All present voted "Aye." MOTION PASSED.

36827 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO ESTABLISH A 4-WAY STOP AT THE INTERSECTION OF GREEN PASTURES DRIVE AND SKYVIEW TERRACE IN GREEN PASTURES SUBDIVISION.

Judge Becerra opened a public hearing at 10:51 a.m. No comments were made. Judge Becerra closed the public hearing at 10:51 a.m. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to establish a 4-way stop at the intersection of Green Pastures Drive and Skyview Terrace in Green Pastures subdivision. All present voted "Aye." MOTION PASSED.**

36828 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE RELEASE OF THE MAINTENANCE BOND #CA2721467 IN THE AMOUNT OF \$57,872.74 AND THE ACCEPTANCE OF ROADS INTO THE COUNTY ROAD MAINTENANCE SYSTEM FOR WINDY HILL 11AC SUBDIVISION.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith for release of the maintenance bond #CA2721467 in the amount of \$57,872.74 and the acceptance of roads into the county road maintenance system for Windy Hill 11AC subdivision. All present voted "Aye." MOTION PASSED.



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- 36829 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE RELEASE OF THE MAINTENANCE BOND #SU1146030 IN THE AMOUNT OF \$315,510.25 AND THE ACCEPTANCE OF ROADS INTO THE COUNTY ROAD MAINTENANCE SYSTEM FOR REUNION RANCH SUBDIVISION, PHASE 2, SECTION 4.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith for release of the maintenance bond #SU1146030 in the amount of \$315,510.25 and the acceptance of roads into the county road maintenance system for Reunion Ranch subdivision, Phase 2, Section 4. All present voted "Aye." MOTION PASSED.

- 36830 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AMENDMENT #1 TO THE ADVANCE FUNDING AGREEMENT FOR SURFACE TRANSPORTATION BLOCK GRANT PROGRAM (STBG) BETWEEN HAYS COUNTY AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE FM 621 CORRIDOR SAFETY IMPROVEMENTS PROJECT.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to execute Amendment #1 to the Advance Funding Agreement for Surface Transportation Block Grant Program (STBG) between Hays County and the Texas Department of Transportation (TxDOT) for the FM 621 Corridor Safety Improvements project. All present voted "Aye." MOTION PASSED.

- 36831 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE SELECTION OF HALFF ASSOCIATES, INC. TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES FOR THE LOW WATER CROSSING PROJECTS IN PRECINCT 4; AND TO AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the selection of Halff Associates, Inc. to provide right-of-way acquisition services for the low water crossing projects in Precinct 4; and to authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

- 36832 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE SELECTION OF COBB FENDLEY & ASSOCIATES, INC. TO PROVIDE UTILITY COORDINATION SERVICES FOR THE LOW WATER CROSSING PROJECTS IN PRECINCT 4; AND TO AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the selection of Cobb Fendley & Associates, Inc. to provide utility coordination services for the low water crossing projects in Precinct 4; and to authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

- 36833 PLN-1757-PC; DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINAL PLAT OF THE REPLAT OF LOT 4, LOS RANCHOS SUBDIVISION; HOLD A PUBLIC HEARING.**

Judge Becerra opened a public hearing at 10:44 a.m. Kimberlin Walker spoke in favor of the motion. Judge Becerra closed a public hearing at 10:44 a.m. Colby Machacek, Development Services, stated this project has full staff recommendation. A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the final plat of the Replat of Lot 4, Los Ranchos Subdivision. All present voted "Aye." MOTION PASSED.

- 36834 PLN-1774-PC; CALL FOR A PUBLIC HEARING ON OCTOBER 5, 2021 TO DISCUSS FINAL PLAT APPROVAL OF THE REPLAT OF LOT 12, LOS RANCHOS SUBDIVISION.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a public hearing on October 5, 2021 to discuss final plat approval of the replat of lot 12, Los Ranchos Subdivision. All present voted "Aye." MOTION PASSED.



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36835 PLN-1735-NP; DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINAL PLAT OF THE DOGROCK ESTATES SUBDIVISION.

Colby Machacek, Development Services, stated this project has full staff recommendation. Judge Becerra clarified this subdivision is in Precinct 3. A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the final plat of the Dogrock Estates Subdivision. All present voted "Aye." MOTION PASSED.

36836 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE EXECUTION OF A DEVELOPMENT AGREEMENT BETWEEN HAYS COUNTY AND DRIFTWOOD GOLF CLUB DEVELOPMENT, INC., RELATED TO THE DEVELOPMENT OF REAL PROPERTY LOCATED IN PRECINCT 4 OF HAYS COUNTY.

Marcus Pacheco, Development Services Director, spoke on the agreement. Mark Kennedy, General Counsel, reminded the court that previous action of court moved the fire code review to the City of Dripping Springs. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a Development Agreement between Hays County and Driftwood Golf Club Development, Inc., related to the development of real property located in Precinct 4 of Hays County. All present voted "Aye." MOTION PASSED.

36837 DISCUSSION AND POSSIBLE ACTION TO APPROVE JOINT ELECTION AGREEMENTS FOR ENTITIES CONTRACTING WITH HAYS COUNTY ELECTIONS FOR THE NOVEMBER 2, 2021 GENERAL ELECTION.

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve Joint Election Agreements for entities contracting with Hays County Elections for the November 2, 2021 General Elections. All present voted "Aye." MOTION PASSED.

36838 DISCUSSION AND POSSIBLE ACTION TO ADD AND CONTINUE JUDGES PROFESSIONAL LIABILITY INSURANCE POLICIES WITH THE TEXAS LAWYERS INSURANCE EXCHANGE (TLIE) FOR THE COUNTY COURT AT LAW JUDGES EFFECTIVE 8/1/2021 FOR JUDGE O'BRIEN AND 10/1/21 FOR JUDGES JOHNSON AND UPDEGROVE.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to add and continue Judges Professional Liability Insurance policies with the Texas Lawyers Insurance Exchange (TLIE) for the County Court at Law Judges effective 8/1/2021 for Judge O'Brien and 10/1/21 for Judges Johnson and Updegrove. All present voted "Aye." MOTION PASSED.

36839 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE SELECTION OF HDR ARCHITECTURE, INC. TO DELIVER SCHEMATIC DESIGNS FOR THE UPGRADES NEEDED TO THE ENTIRE EXISTING ELECTRONIC SECURITY SYSTEMS INCLUDING CAMERAS, CARD READERS, AND INTERCOMS FOR THE HAYS COUNTY GOVERNMENT CENTER, AND AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.

Judge Becerra stated the amendment request to include the Historic Courthouse should be included in the motion. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the selection of HDR Architecture, Inc. to deliver schematic designs for the upgrades needed to the entire existing electronic security systems including cameras, card readers, and intercoms for the Hays County Government Center and Historic Courthouse and authorize staff and Counsel to negotiate a contract. All Present Voted "Aye." MOTION PASSED.

36840 DISCUSSION AND POSSIBLE ACTION TO AWARD THE CONTRACT FOR IFB 2021-B10 FISCHER STORE ROAD @ RM 3235 TO COX COMMERCIAL CONSTRUCTION.

Commissioner Shell stated Cox Commercial was awarded this project because they were the lowest bid. A motion was made by Commissioner Jones, seconded by Commissioner Smith to award the contract for IFB 2021-B10 Fischer Store Road @ RM 3235 to Cox Commercial Construction. All present voted "Aye." MOTION PASSED.



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36841 DISCUSSION AND POSSIBLE ACTION TO ADOPT THE HAYS COUNTY FY 2022 HOLIDAY CALENDAR.

Commissioner Shell thanked Commissioner Ingalsbe for her work and acknowledged Juneteenth as making its first appearance on the Hays County calendar since approved as a Federal Holiday. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt The Hays County FY 2022 Holiday Calendar. All Present Voted "Aye." MOTION PASSED.**

36842 DISCUSSION AND POSSIBLE ACTION TO APPROVE AN INSTRUCTIONAL POLICY FOR THE COUNTY TREASURER TO IMPLEMENT FUTURE PAY INCREASES.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve an Instructional Policy for the County Treasurer to implement future pay increases. All Present Voted "Aye." MOTION PASSED.

36843 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE NAMING OF A PRIVATE DRIVEWAY IN PRECINCT 4, WHISPERING OAKS LANE.

Dan Lyon made a public comment against paying for a private drive sign. Transportation Director Jerry Borchering clarified for the Court that the County must provide a sign for addresses that are serviced by 9-1-1. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the naming of a private driveway in Precinct 4, Whispering Oaks Lane. All present voted "Aye." MOTION PASSED.**

36844 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE NAMING OF A PRIVATE DRIVEWAY IN PRECINCT 3, DARK SKY PATH.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the naming of a private driveway in Precinct 3, Dark Sky Path. All present voted "Aye." MOTION PASSED.

Clerk's Note Regarding Resolution #36844: Dan Lyon submitted a public comment form but was not called upon.

Clerk's Note Agenda Item #47 RE: DISCUSSION AND POSSIBLE ACTION TO ABATE, RESCIND, OR OTHERWISE MODIFY ENFORCEMENT OF THE HAYS COUNTY FIRE CODE, ORIGINALLY EFFECTIVE JANUARY 1, 2020. – WAS PULLED.

36845 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE DEVELOPMENT SERVICES DEPARTMENT TO ADMINISTRATIVELY GRANT AUTHORIZATIONS FOR COMMERCIAL ON-SITE SEWAGE FACILITY PERMITS.

Commissioner Shell stated this does not include requests with variances or requests that would be brought to Commissioners Court. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize Development Services Department to Administratively Grant Authorizations for Commercial On-Site Sewage Facility Permits. All present voted "Aye." MOTION PASSED.**

36846 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND HALFF ASSOCIATES, INC. TO PERFORM PROFESSIONAL SERVICES RELATED TO FLOOD MITIGATION ASSISTANCE.

Mark Kennedy, General Counsel, stated the court chose Halff Associates two weeks ago and this is the contract that came from that. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Services Agreement between Hays County and Halff Associates, Inc. to perform professional services related to Flood Mitigation Assistance. All present voted "Aye." MOTION PASSED.**

36847 DISCUSSION AND POSSIBLE ACTION TO ALLOW THE TRANSPORTATION DEPARTMENT TO ACCUMULATE COMP-TIME OVER THE 80 HOUR MAXIMUM UNTIL DECEMBER 31, 2021.



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A motion was made by Commissioner Jones, seconded by Commissioner Smith to allow the Transportation Department to accumulate comp-time over the 80 hour maximum until December 31, 2021. All present voted "Aye." MOTION PASSED.

36848 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT FOR DRAINAGE REPAIR AND MAINTENANCE BETWEEN HAYS COUNTY AND THE CITY OF BUDA IN REGARDS TO STORMWATER DRAINAGE LOCATED UNDER WEST ROBERT S. LIGHT AS IT APPROACHES IH 35.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Interlocal Agreement for Drainage Repair and Maintenance between Hays County and the City of Buda in regards to stormwater drainage located under West Robert S. Light as it approaches IH 35. All present voted "Aye." MOTION PASSED.

Clerk's Note: Judge Becerra called for a break that began at 10:53 a.m. and resumed back into open court at 11:00 a.m.

36849 11:00 A.M. - PRESENTATION BY ALLISON, BASS, MAGEE, LLP REGARDING THE INITIAL ASSESSMENT OF HAYS COUNTY FOR PURPOSES OF REDISTRICTING EVALUATION; AND DISCUSSION AND POSSIBLE ACTION TO ADOPT FINDINGS OF FACT REGARDING POLITICAL BOUNDARIES OF HAYS COUNTY, TEXAS AND AN ORDER FOR REDISTRICTING OF POLITICAL BOUNDARIES.

Teresa Carbajal Ravet made a public comment in favor of drawing community-informed district lines. Linda Calvert, Redistricting Chair for Hays County League of Women Voters, made a public comment on the redistricting process and demanded transparency. Dr. Mark Trahan, Chair of the Hays County Democratic Party, made a public comment on distrust in governance and the difficulties coordinating meetings. He asked for additional measures to be taken to produce the best results. Susan Raybuck, Wimberley resident, made a public comment regarding the redistricting process and stated she would like to see fair maps. Bob Bass, Firm of Allison, Bass, Magee LLP, gave a presentation on the initial assessment of Hays County for purposes of redistricting.

Clerk's Note: Judge Becerra called for a break that began at 11:32 a.m. and resumed back into open court at 11:51 a.m.

Mark Kennedy advised the court that the committee has been told it can approach GIS & Mapping by way of two-party chairs acting together. Mark Kennedy stated the draft will be updated to reflect keeping section one and removing section two. Bob Parks and Mark Trahan, Chairs of the Hays County Republican Party and Hays County Democratic Party, respectively, spoke as co-chairs of the Redistricting Advisory Committee. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt Findings of Fact Regarding Political Boundaries of Hays County, Texas and an Order for Redistricting of Political Boundaries; keeping section one in and removing section two. All present voted "Aye." MOTION PASSED.**

Clerk's Note: Judge Becerra called for a break that began at 12:52 p.m. and resumed back into open court at 1:00 p.m.

36850 1:00 P.M.- HOLD A FINAL PUBLIC HEARING ON THE FY 2022 HAYS COUNTY PROPOSED BUDGET.

Judge Becerra opened the public hearing. Larry Simone, President of Kyle Area Senior Zone, gave a presentation promoting a county senior center. Commissioner Ingalsbe stated although the facility will be located in Kyle, this center would be used by all of Hays County. Bob Parks made a public comment in favor of increasing Constables' and Sheriffs' salaries. Lee Ikels, President of Hays County Child Protective Board, thanked the Court for their support of the DFPS Rainbow Room. Jude Prather, Veterans Services Office, requested a part-time administrative position within his office be made full-time. Anita Collins gave a presentation on behalf of the County Judge's Office on proposed budget projects. San Marcos Regional Animal Shelter presented with a proposal for a new, centralized animal shelter. Commissioner Shell stated there needs to be an analysis done to potentially have more than one shelter in the County. Commissioner Shell asked what the requested amount is for the proposed projects. Anita Collins stated the request is \$250,000.00 for the planning of the Mental Health hospital, \$100,000.00 for the planning of the Evacuation Center and \$75,000.00 for the Animal Shelter.



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Judge Becerra recapped the Grievance meeting that took place. He stated with a 9-0 vote, it becomes a directive, anything less is a recommendation. Judge Becerra stated the Sheriff's salary increase vote was unanimous which will be accepted; Constables' increase will be taken as a recommendation. John Ellen, Constable for Precinct 5, spoke in support of the Constables' raises, citing the 8-1 vote of the Grievance Committee. **A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to increase Constables' wages to \$86,000 per year. Commissioner Ingalsbe, Commissioner Smith, and Judge Becerra voted "Aye." Commissioner Jones and Commissioner Shell Voted "Nay." MOTION PASSED.**

Shari Miller, Director of Human Resources, gave her recommendation per Judge Becerra's request on a new policy to review salaries for all Elected Officials going forward. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to implement a new process to direct Human Resources to study, research and present to the court the findings to potentially develop a strategic plan for future salary comparisons of Elected Officials. All present voted "Aye." MOTION PASSED.**

Britney Richey, Hays County Treasurer, asked the Court to approve a standardized process for applying various wage increases to be put in the Hays County Personnel manual. She stated the policy would be standard and could be amended at any time. The court had a lengthy discussion regarding the proposed guidelines for the creation of the policy. Shari Miller, Director of Human Resources, discussed Progression Plans. Gary Cutler, Sheriff, gave thanks to the court and his staff for their help with FY22 budget. Mike Davenport, Chief Deputy, emphasized the importance of achieving internal financial equity within the Law Enforcement department with civilian employees. He asked the court to remove the 2% COLA and add it to the merit to allow flexibility. **A motion was made by Judge Becerra, seconded by Commissioner Shell to change the previously agreed upon 2% Cost of Living Adjustment wage increase and 2% Merit increase to 4% all Merit. All present voted "Aye." MOTION PASSED.**

Mike Davenport, Chief Deputy, asked the court for consideration of a few requests in the Sheriff's Office. Judge Becerra stated he would like to find funds to allow the Veterans Administrative Office to change a part-time administrative position to a full-time position.

Clerk's Note: Judge Becerra called for a break that began at 3:00 p.m. and resumed back into open court at 3:17 p.m.

Don Montague, Precinct 3 Constable, requested the court approve moving a start date for one position from April 1, 2022 to October 1, 2021. Commissioner Shell thanked Marisol Alonzo, Vickie Dorsett and the Auditor's office for all their work, especially on the budget. Vickie Dorsett recapped the requests from the August 24, 2021 Budget workshop. The court discussed use of reserves to fund projects. A lengthy discussion was had regarding additional requests made for review by the court. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to add an additional 1 increase to the 4% merit, totaling 5% merit. All present voted "Aye." MOTION PASSED.**

Judge Becerra closed the public hearing at 4:55 p.m.

36851 DISCUSSION AND POSSIBLE ACTION TO SET THE FY 2022 SALARIES AND ALLOWANCES FOR HAYS COUNTY ELECTED OFFICIALS.

Dan Lyon made a public comment. **A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to set the salaries and allowances for Hays County Elected Officials as presented for Fiscal Year 2022 Budget. All present voted "Aye." MOTION PASSED.**

Clerk's Note Regarding Resolution #36851: Rodrigo Amaya submitted a public comment form but was not called upon.

36852 DISCUSSION AND POSSIBLE ACTION TO ADOPT THE FY 2022 HAYS COUNTY BUDGET AFTER MAKING ANY FINAL CHANGES AS A RESULT OF THE PUBLIC HEARING.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt the Fiscal Year 2022 Hays County Budget to include all changes as presented. All present voted "Aye." MOTION PASSED.

36853 DISCUSSION AND POSSIBLE ACTION TO RATIFY THE PROPERTY TAX INCREASE REFLECTED IN THE FY 2022 HAYS COUNTY BUDGET.

Commissioner Jones stated this budget will raise more revenue from property taxes than last year's budget by an amount of \$606,995 or a 0.63% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$4,381,276. Dan Lyon made a public comment. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to ratify the property tax increase reflected in the Fiscal Year 2022 Hays County Budget. All present voted "Aye." MOTION PASSED.**



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36854 DISCUSSION AND POSSIBLE ACTION TO APPROVE AN ORDER ADOPTING THE TAX RATE FOR FY 2022 AND LEVY THE TAXES.

Dan Lyon made a public comment. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe that the Fiscal Year 2022 property tax rate be set by the adoption of a tax rate of .3867 cents; .2383 cents – General Maintenance & Operations, .1246 cents – General Debt, .0238 cents – Road & Bridge Maintenance & Operations. All present voted “Aye.” MOTION PASSED.

Clerk’s Note: Executive Session began at 4:55 p.m. and resumed back into open court at 5:20 p.m.

36855 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 MAGIC MINT, PROJECT SUFC AND PROJECT PHOENIX. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to execute a 1st Amendment to the economic Development Agreement between ENF (Kyle) Technology, LLC and Hays County, as presented in Executive Session. All present voted “Aye.” MOTION PASSED.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to execute a Chapter 381 Economic Development Incentive Agreement between Plastikon Industries, LLC and Hays County, as presented in Executive Session. All present voted “Aye.” MOTION PASSED.

Clerk’s Note Agenda Item #59 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION. – WAS PULLED.

DISCUSSION RELATED TO THE HAYS COUNTY INMATE POPULATION, TO INCLUDE CURRENT POPULATION COUNTS AND COSTS.

Judge Becerra read the Sheriff’s update of the inmate population. The estimated cost for outsourcing was \$75,760.00 for the week of September 12 – September 18, 2021. The number of outsourced males was 172 inmates and females were 11 inmates. The number of arrests made by agency are as follows; Buda Police Department - 1, Department of Public Safety – 2, Hays County Sheriff’s Department – 55 (this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies), Constable Precinct 1 – 2, Kyle Police Department – 27, San Marcos Police Department - 33, Texas State Police Department – 0. No action taken.

Clerk’s Note Agenda Item #61 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 #62 RE: UPDATE FROM THE COUNTY JUDGE AND STAFF REGARDING THE LOCAL DISASTER DECLARATION AND COVID-19. POSSIBLE DISCUSSION AND ACTION MAY FOLLOW. – WAS PULLED.



SEPTEMBER 21, 2021

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 5:44 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 September 21, 2021.



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





OCTOBER 5, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 5th DAY OF OCTOBER 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 Ingalsbe 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.

Clerks Note: Commissioner Jones arrived in court at 9:05 a.m. for the following proceedings.

PUBLIC COMMENTS

James Reece made a public comment regarding file stamp procedures. Linda Coker made a public comment in favor of decorating the Hays County courthouses for Christmas. Mary Earls made a public comment regarding accountability and fair decisions. Dan Lyon made a public comment regarding taxes and county disbursements. Rodrigo Amaya made a public comment regarding lack of accountability.

36856 ADOPT A PROCLAMATION DECLARING OCTOBER 2021 AS HILL COUNTRY NIGHT SKY MONTH IN HAYS COUNTY.

Greg Webb, Wimberley Valley Dark Sky Committee, thanked the court for the proclamation and their support. A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt a proclamation declaring October 2021 as Hill Country Night Sky month in Hays County. All present voted "Aye." MOTION PASSED.

36857 ADOPT A PROCLAMATION BY THE INDIGENOUS CULTURES INSTITUTE AND THE COUNCIL FOR THE INDIGENOUS & TEJANO COMMUNITY RECOGNIZING INDIGENOUS PEOPLES DAY AS A DAY TO HONOR THIS ENDURING COMMUNITY OF CITIZENS IN HAYS COUNTY.

Anita Collins, Office of Hays County Judge, read a letter from Mario Garza, PhD., Indigenous Cultures Institute, thanking the court for recognizing Indigenous Peoples Day annually. Commissioner Smith asked if on the 6th "whereas" in the proclamation, the word "city" should be changed to "county". A motion was made by Commissioner Ingalsbe, seconded by Commissioner to Shell to adopt a proclamation by the Indigenous Cultures Institute and the Council for the Indigenous & Tejano community recognizing Indigenous Peoples Day as a day to honor this enduring community of citizens in Hays County with Amendment. All present voted "Aye." MOTION PASSED.

36858 ADOPT A PROCLAMATION DECLARING OCTOBER 2021 AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH IN HAYS COUNTY.

Melissa Rodriguez, Executive Director of Hays-Caldwell Women's Center, thanked the court for the recognition and support. She shared updates and upcoming events that the public can participate in. A motion was made by Commissioner Jones, seconded by Commissioner to Ingalsbe to adopt a proclamation declaring October 2021 as National Domestic Violence Awareness month in Hays County. All present voted "Aye." MOTION PASSED.



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PRESENTATION BY THE HAYS COUNTY OFFICE OF EMERGENCY SERVICES TO INCLUDE A RECAP OF THE 2021 PREPAREDNESS FAIR AND TO ANNOUNCE THE WINNING DEPARTMENT FOR THE BEST OVERALL BASKET IN THE EMPLOYEE RAFFLE BASKET CONTEST.

Michelle Villegas, Emergency Preparedness Coordinator, gave thanks to the departments and awarded a trophy to the Auditor's Office for best overall basket. Mike Jones, Director of Office of Emergency Services, gave thanks to all that participated in the raffle. No action taken.

36859 APPROVE PAYMENTS OF COUNTY INVOICES.

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

36860 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

36861 APPROVE COMMISSIONERS COURT MINUTES OF AUGUST 17, 2021.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe approve Commissioners Court Minutes of August 17, 2021. All present voted "Aye." MOTION PASSED.

36862 APPROVE THE PAYMENT OF THE OCTOBER 15, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,350,000.00 EFFECTIVE OCTOBER 15, 2021 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the payment of the October 15, 2021 payroll disbursements in an amount not to exceed \$3,350,000.00 effective October 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

36863 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RENEWAL AGREEMENT FOR \$6,112.08 WITH WEST THOMPSON REUTERS FOR LEGAL PRINT RESOURCES IN THE HAYS COUNTY LAW LIBRARY, COUNTY COURTS AT LAW, AND DISTRICT COURTS WITH FUNDS BUDGETED FOR FY2022.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a renewal agreement for \$6,112.08 with West Thompson Reuters for legal print resources in the Hays County Law Library, County Courts at Law, and District Courts with funds budgeted for FY2022. All present voted "Aye." MOTION PASSED.

36864 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SUBSCRIPTION AGREEMENT FOR \$18,954.00 FOR THE LEXISNEXIS DIGITAL LIBRARY WITH OVERDRIVE FOR USE BY HAYS COUNTY LAW LIBRARY PATRONS WITH FUNDS BUDGETED FOR FY2022.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a subscription agreement for \$18,954.00 for the LexisNexis Digital Library with Overdrive for use by Hays County Law Library patrons with funds budgeted for FY2022. All present voted "Aye." MOTION PASSED.

36865 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT BETWEEN BUILDING MAINTENANCE AND THE BUG MASTER FOR PEST CONTROL SERVICES FOR HAYS COUNTY BUILDINGS IN THE AMOUNT OF \$845.00 QUARTERLY.



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A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an agreement between Building Maintenance and The Bug Master for pest control services for Hays County Buildings in the amount of \$845.00 quarterly. All present voted "Aye." MOTION PASSED.

36866 AUTHORIZE COUNTYWIDE OPERATIONS TO RENEW THE ANNUAL COMMERCIAL GENERAL LIABILITY AND EXCESS LIABILITY INSURANCE RELATED TO THE GAY RUBY DAHLSTROM NATURE PRESERVE IN THE AMOUNT OF \$7,997.38.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of \$7,997.38. All present voted "Aye." MOTION PASSED.

36867 AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO ACCEPT A DONATION OF PAINTING SERVICES VALUED AT \$1,950.00 FOR THE HAYS COUNTY COMMUNITY EMERGENCY RESPONSE TEAM (CERT), KYLE/BUDA STRIKE TEAM TRAILER FROM DFW MOVERS & ERECTORS.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Office of Emergency Services to accept a donation of painting services valued at \$1,950.00 for the Hays County Community Emergency Response Team (CERT), Kyle/Buda Strike Team trailer from DFW Movers & Erectors. All present voted "Aye." MOTION PASSED.

36868 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN ADDENDUM TO THE CONTRACT BETWEEN HAYS COUNTY AND SECURUS TECHNOLOGIES, LLC REGARDING THE INMATE TELEPHONE COMMUNICATIONS PHONE RATES.

Judge Becerra stated the rates have been lowered with this item. A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Addendum to the Contract between Hays County and Securus Technologies, LLC regarding the inmate telephone communications phone rates. All present voted "Aye." MOTION PASSED.

36869 AUTHORIZE A BUDGET AMENDMENT FOR COUNTYWIDE OPERATIONS FOR CONTINUING EDUCATION AND TRAVEL EXPENSES IN THE AMOUNT OF \$650.00.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize a budget amendment for Countywide Operations for Continuing Education and Travel expenses in the amount of \$650.00. All present voted "Aye." MOTION PASSED.

36870 RATIFY THE EXECUTION OF AMENDMENT NO. 3 TO THE GENERAL LAND OFFICE (GLO) CONTRACT NO. 18-501-000-B226 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECTS NON-RESEARCH & DEVELOPMENT 2015 FLOOD ALLOCATION.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to ratify the execution of Amendment No. 3 to the General Land Office (GLO) Contract No. 18-501-000-B226 Community Development Block Grant Disaster Recovery Program Infrastructure Projects Non-Research & Development 2015 Flood Allocation. All present voted "Aye." MOTION PASSED.

36871 APPROVE OUT OF STATE TRAVEL FOR LIEUTENANT MIKE MALLOW AND CORRECTIONS OFFICER RON STANLEY TO ATTEND THE NATIONAL CONFERENCE ON LAW ENFORCEMENT WELLNESS AND TRAUMA ON NOVEMBER 12-14, 2021 IN OKLAHOMA CITY, OKLAHOMA.



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A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve out of state travel for Lieutenant Mike Mallow and Corrections Officer Ron Stanley to attend the National Conference on Law Enforcement Wellness and Trauma on November 12-14, 2021 in Oklahoma City, Oklahoma. All present voted "Aye." MOTION PASSED.

36872 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE OFFICE OF THE ATTORNEY GENERAL TO THE SHERIFF'S OFFICE CRIMINAL INVESTIGATION DIVISION FOR THE INVESTIGATIONS OF INTERNET CRIMES AGAINST CHILDREN (ICAC) AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the acceptance of a grant award from The Office of the Attorney General to the Sheriff's Office Criminal Investigation Division for the investigations of Internet Crimes Against Children (ICAC) and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36873 RATIFY THE ACCEPTANCE OF A \$100.00 DONATION TO THE SHERIFF'S OFFICE AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Smith stated he would like to recognize Officer Azar for his professionalism and service. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to ratify the acceptance of a \$100.00 donation to the Sheriff's Office and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36874 APPROVE THE EXTENSION OF THE CARRY OVER LIMIT OF EMPLOYEE VACATION TIME FOR FY 2021 TO DECEMBER 31, 2021.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the extension of the carry over limit of employee vacation time for FY 2021 to December 31, 2021. All present voted "Aye." MOTION PASSED.

36875 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION AND EXECUTION OF RESOLUTION TO THE TEXAS INDIGENT DEFENSE COMMISSION (TIDC) FOR THE FY22 FORMULA GRANT PROGRAM.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the submission of a grant application and execution of resolution to the Texas Indigent Defense Commission (TIDC) for the FY22 Formula Grant Program. All present voted "Aye." MOTION PASSED.

36876 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY AND CERTIFICATE OF APPROVAL OF ISSUANCE OF TAX-EXEMPT MULTIFAMILY HOUSING REVENUE BONDS FOR BALCONES TRAILS APARTMENTS, LOCATED IN KYLE, HAYS COUNTY, TEXAS.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a General and No Litigation Certificate of Hays County and Certificate of Approval of Issuance of Tax-Exempt Multifamily Housing Revenue Bonds for Balcones Trails Apartments, located in Kyle, Hays County, Texas. All present voted "Aye." MOTION PASSED.

36877 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A GENERAL AND NO LITIGATION CERTIFICATE OF HAYS RELATED TO THE ISSUANCE OF BONDS BY CAPITAL AREA HOUSING FINANCE CORPORATION FOR LOCKHART FARMS APARTMENTS, LOCATED LOCKHART, CALDWELL COUNTY, TEXAS, THE NARROWS APARTMENTS, LOCATED IN HUTTO, WILLIAMSON COUNTY, TEXAS.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Lockhart Farms Apartments, located Lockhart, Caldwell County, Texas, The Narrows Apartments, located in Hutto, Williamson County, Texas. All present voted "Aye." MOTION PASSED.



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36878 APPROVE SPECIFICATIONS FOR IFB 2022-B01 DUTY & TRAINING AMMUNITION AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve specifications for IFB 2022-B01 Duty & Training Ammunition and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

36879 ACCEPT A \$10,000 CONTRIBUTION FROM THE ANN V FARR MEMORIAL FOUNDATION ON BEHALF OF THE HAYS COUNTY CHILD PROTECTIVE BOARD AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept a \$10,000 contribution from the Ann V Farr Memorial Foundation on behalf of the Hays County Child Protective Board and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36880 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE PERFORMANCE BOND NO. SUR0070209 IN THE AMOUNT OF \$1,111,890.25 FOR ROAD PAVEMENT IMPROVEMENTS IN THE TRAILS AT WINDY HILL SUBDIVISION, PHASE 6.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the Performance Bond No. SUR0070209 in the amount of \$1,111,890.25 for road pavement improvements in the Trails at Windy Hill Subdivision, Phase 6. All present voted "Aye." MOTION PASSED.

36881 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE PERFORMANCE BOND NO. SUR0070208 IN THE AMOUNT OF \$572,129.75 FOR ROAD PAVEMENT IMPROVEMENTS IN THE TRAILS AT WINDY HILL SUBDIVISION, PHASE 7.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the Performance Bond No. SUR0070208 in the amount of \$572,129.75 for road pavement improvements in the Trails at Windy Hill Subdivision, Phase 7. All present voted "Aye." MOTION PASSED.

36882 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 4 FOR A TIME EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND LOCKWOOD, ANDREWS & NEWMAN, INC. FOR RIGHT OF WAY SERVICES ON THE FM 110 PROJECT IN HAYS COUNTY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute Supplemental Agreement No. 4 for a time extension to the Professional Services Agreement between Hays County and Lockwood, Andrews & Newman, Inc. for Right of Way services on the FM 110 project in Hays County. All present voted "Aye." MOTION PASSED.

36883 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE SELECTION BGE, INC. TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR THE ROBERT S. LIGHT PROJECT IN PRECINCT 2; AND TO AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A CONTRACT.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the selection BGE, Inc. to provide professional design services for the Robert S. Light project in Precinct 2; and to authorize staff and counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

36884 DISCUSSION AND POSSIBLE ACTION TO ACCEPT FISCAL SURETY FOR THE CONSTRUCTION OF STREET AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$630,111.91 FOR DRIFTWOOD PHASE 1, SECTION 3 (BOND # 1001130681).



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A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept fiscal surety for the construction of street and drainage improvements in the amount of \$630,111.91 for Driftwood Phase 1, Section 3 (Bond # 1001130681). All present voted "Aye." MOTION PASSED.

36885 DISCUSSION AND POSSIBLE ACTION TO ABANDON A PORTION OF COUNTY ROAD #169 IN PRECINCT 4; AND TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A QUIT CLAIM DEED RELATED TO SAID ABANDONMENT.

Dan Lyon made a public comment. Commissioner Smith stated the owner previously allowed neighbors to use the road, but the County has never maintained this road. Mark Kennedy stated the second recital can be updated to include "has not been utilized by the public for more than 30 years". A motion was made by Commissioner Smith, seconded by Commissioner Shell to abandon a portion of county road #169 in Precinct 4; and to authorize the County Judge to execute a Quit Claim Deed related to said abandonment. All present voted "Aye." MOTION PASSED.

36886 PLN-1774-PC; DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINAL PLAT OF THE REPLAT OF LOT 12, LOS RANCHOS SUBDIVISION; HOLD A PUBLIC HEARING.

Judge Becerra opened the public hearing at 10:51 a.m. No comments were made. Judge Becerra closed the public hearing at 10:52 a.m. Colby Machacek, County Planner, stated there is staff recommendation. A motion was made by Commissioner Smith, seconded by Commissioner to approve the final plat of the Replat of Lot 12, Los Ranchos Subdivision. All present voted "Aye." MOTION PASSED.

36887 DISCUSSION AND POSSIBLE ACTION TO EXECUTE A MASTER SERVICES & PURCHASE AGREEMENT WITH MUNISSON, LLC RELATED TO THE HAYS COUNTY WEBSITE REFRESH PROJECT.

Jeff McGill, Director of IT, stated we have an opportunity to migrate to a new content management system and give a more robust website. The additional expenses were added to the budget. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to execute a Master Services & Purchase Agreement with Munission, LLC related to the Hays County website refresh project. All present voted "Aye." MOTION PASSED.

36888 DISCUSSION AND POSSIBLE ACTION TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE PRE-FILE ACTIVE CASE JUDGE ASSIGNMENT FEATURE.

Jeff McGill, Director of IT, stated this item is the second part of the Pre-file process for Misdemeanors. A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to execute a Professional Services Agreement with Tyler Technologies, Inc. for the Pre-file Active Case Judge Assignment feature. All present voted "Aye." MOTION PASSED.

36889 DISCUSSION AND POSSIBLE ACTION TO EXECUTE A LICENSE AND SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE JURY MANAGER SOFTWARE.

Jeff McGill, Director of IT, stated this is an item that they have been looking at for years. The current Jury management package is standalone and not directly integrated with the other Odyssey products. Beverly Crumley, District Clerk, stated the new program will allow more answering options for jurors and help streamline the courtroom process. She stated this product will also save on postage since the system will run an address check prior to the summons being mailed out. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to execute a License and Services Agreement with Tyler Technologies, Inc. for the Jury Manager Software. All present voted "Aye." MOTION PASSED.

36890 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE SULLIVAN CONTRACTING SERVICES TO RENOVATE THE INTERIOR AND EXTERIOR OF THE LBJ MUSEUM IN THE AMOUNT OF \$44,444.81 AND AMEND THE BUDGET ACCORDINGLY.



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A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize Sullivan Contracting Services to renovate the interior and exterior of the LBJ Museum in the amount of \$44,444.81 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36891 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE EXECUTION OF A \$2,000,000 LETTER OF AGREEMENT BETWEEN HAYS COUNTY AND CHRISTUS SANTA ROSA HOSPITAL (CSRSM) AS BUDGETED FOR FY2022 RELATED TO INDIGENT HEALTH CARE COSTS.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the execution of a \$2,000,000 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2022 related to indigent health care costs. All present voted "Aye." MOTION PASSED.

36892 DISCUSSION AND POSSIBLE ACTION FOR FUNDING OF A FEASIBILITY STUDY FOR A CENTRALIZED REGIONAL ANIMAL SHELTER.

Sharri Boyett made a public comment in favor of the study. Elaine Cardenas, County Clerk, read a public comment emailed by Lauren Loney and Jennifer Hayes in favor of the study. Judge Becerra stated the RFP is the next step in this process. Commissioner Shell stated multiple regionalized centers may be a better option. Commissioner Ingalsbe stated she agrees to amending her motion to begin an RFQ process. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner to Shell to fund a Feasibility Study for a Centralized Regional Animal Shelter and begin the RFQ process. All present voted "Aye." MOTION PASSED.**

36893 DISCUSSION AND POSSIBLE ACTION TO CONSIDER AN OUTSIDE CONTRACTOR TO INSTALL HOLIDAY LIGHTING AT THE HISTORIC COURTHOUSE GROUNDS AND AMEND THE BUDGET ACCORDINGLY.

Judge Becerra spoke on Sights & Sounds in San Marcos. Anita Collins spoke. Commissioner Shell asked if there was an amount requested. Commissioner Smith stated he would like to hear from the vendors. Vickie Dorsett, First Assistant Auditor, stated the Tobacco fund would be used to set money aside. **An amended motion was made by Judge Becerra, seconded by Commissioner Jones to move up to \$25,000.00 to County Wide Operations for execution of contracts as described and any additional costs within that amount, with the recommendations from Historical Commission. All present voted "Aye." MOTION PASSED.**

36894 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE RENAMING OF A STREET NAME AS ORIGINALLY PLATTED IN HEADWATERS AT BARTON CREEK PHASE 4, SECTION 3 AND HEADWATERS AT BARTON CREEK PHASE 4, SECTION 4.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the renaming of a street name as originally platted in Headwaters at Barton Creek Phase 4, Section 3 and Headwaters at Barton Creek Phase 4, Section 4. All present voted "Aye." MOTION PASSED.

DISCUSSION REGARDING ACTIVITIES RELATED TO THE REDISTRICTING ADVISORY COMMISSION. POSSIBLE ACTION MAY FOLLOW.

Teresa Carbajal Ravet, President of the League of Women Voters of Hays County, spoke on the redistricting process. Dr. Linda Calvert spoke on the redistricting process. Larry Calvert spoke on the redistricting process. Susan Raybuck spoke on the redistricting process. Mark Kennedy, General Counsel, spoke on the next steps for this ongoing process. Commissioner Jones stated no maps have been presented at this time and that no instruction was given to protect incumbency to the committee by the Court as previously commented by Mr. Larry Calvert. No action taken.

36895 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SEVENTH AMENDMENT TO THE HEALTH CARE SERVICES AGREEMENT WITH WELLPATH, LLC FOR THE JAIL DIVISION AT THE SHERIFF'S OFFICE AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH 262.024(A)(4).



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A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a Seventh Amendment to the Health Care Services Agreement with Wellpath, LLC for the Jail Division at the Sheriff's Office and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4). All present voted "Aye." MOTION PASSED.

36896 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SECOND AMENDMENT TO THE HEALTH CARE SERVICES AGREEMENT WITH WELLPATH, LLC FOR THE JUVENILE DETENTION FACILITY AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH 262.024(A)(4).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner to Shell authorize the County Judge to execute a Second Amendment to the Health Care Services Agreement with Wellpath, LLC for the Juvenile Detention Facility and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4). All present voted "Aye." MOTION PASSED.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PERFORMANCE AND DUTIES OF THE VETERANS SERVICE OFFICER, EMERGENCY SERVICES DIRECTOR, IT DIRECTOR, HUMAN RESOURCES DIRECTOR, TRANSPORTATION DIRECTOR, GENERAL COUNSEL, DIRECTOR OF COUNTYWIDE OPERATIONS AND DEVELOPMENT SERVICES DIRECTOR.

No action taken.

36897 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 RIGHT OF WAY LOCATED AT OR NEAR FM 621 IN PCT. 1. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize acceptance of landowners' counteroffer for the acquisition of "Parcel" Right of Way along FM 621 in Precinct 1 of Hays County; as presented in Executive Session; and to authorize General Counsel to execute all documents incidental to closing. All present voted "Aye." MOTION PASSED.

36898 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; AND REGARDING POSAC REVIEWING CRITERIA. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner to Smith to authorize adoption of a resolution regarding project proposals before the Parks and Open Space Advisory Commission, as presented in Executive Session. All present voted "Aye." MOTION PASSED.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize General Counsel to execute a letter of intent as discussed in Executive Session regarding Hays County's acquisition of at least 117 acres of real property in Precinct 3 from the Wimberly Valley Water Shed Association Project commonly known as Coleman's Canyon. All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #47 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.



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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 was 603, with a peak of 607 on September 28, 2021. The estimated cost for outsourcing inmates was \$74,173.00 for the week of September 26 – October 2, 2021. The number of arrests made by agency are as follows; Buda Police Department - 9, Department of Public Safety - 2, Hays County Sheriff's Department – 57 (this includes court ordered commitments, warrant pick-ups from all agencies, and self-surrender warrants from all agencies), Constable Precinct 1 - 3, Kyle Police Department - 22, San Marcos Police Department - 26, Texas State Police Department - 1. No action taken.

DISCUSSION AND POSSIBLE ACTION RELATED TO PROPOSED BILLS IN THE 87TH REGULAR SESSION OF THE TEXAS LEGISLATURE AND TO CONSIDER ADOPTION OF RESOLUTION(S) REGARDING PROPOSED BILLS. THE COURT MAY OPT TO WITHDRAW TO EXECUTIVE SESSION DURING THIS ITEM TO CONSULT WITH LEGAL COUNSEL PURSUANT TO TEXAS GOVERNMENT CODE 551.071.

Commissioner Smith gave an update to the court regarding House and Senate Bills pertaining to redistricting. No action taken.

Clerk's Note Agenda Item #50 RE: DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEED WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW. – WAS PULLED.

Clerk's Note Agenda Item #51 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 12:45 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 October 5, 2021.



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



OCTOBER 12, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 12TH DAY OF OCTOBER 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:

MARK JONES
LON A. SHELL
WALT SMITH
ELAINE H. CÁRDENAS

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

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

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

Commissioner Jones called the meeting to order.

36899 DISCUSSION AND POSSIBLE ACTION TO ELIMINATE THE EARLY VOTING/ELECTION DAY LOCATION LOCATED AT LEDGESTONE SENIOR LIVING.

Jennifer Anderson, Hays County Elections Administrator, explained that new COVID-19 protocols in place at Ledgestone Senior Living cannot be accommodated by the county during early voting and on Election Day. Mark Kennedy, General Counsel, stated that voting locations will need to be changed in a future meeting in order to balance the number of locations in each precinct. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt the updated polling locations as attached in the back up. All present voted "Aye." MOTION PASSED.**

ADJOURNMENT

A motion was made by Commissioner Smith, seconded by Commissioner Jones to adjourn court at 2:06 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 October 12, 2021.



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



OCTOBER 15, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 15TH DAY OF OCTOBER 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 INGALSBE
MARK JONES
LON A. SHELL
WALT SMITH
ELAINE H. CÁRDENAS

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

Clerk's Note: Commissioner Ingalsbe joined the meeting via TEAMS.

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 at 3:00 PM.

PUBLIC COMMENTS

Elaine Cardenas, County Clerk, read public comments emailed by Laura Ewing, Leah Kaufman, Mark Trahan, Roland Brown, Linda Calvert, D.J. Whithee, Kathi Thomas, Marilyn Minnaar, Robin Blackburn, Lynn Bridge, and Bob Bridge emailed public comments against removing 2 voting locations before early voting begins. Nicholas Hoover, Mary Earls, Larry Calvert, Susan Raybuck, Lucinda Kapral, Cindy Cassidy, and Esther Huisman made public comments against removing 2 voting locations before early voting begins.

36900 DISCUSSION AND POSSIBLE ACTION TO ELIMINATE ADDITIONAL EARLY VOTING/ELECTION DAY LOCATIONS FOR THE NOVEMBER 2021 ELECTION.

Jenifer Anderson, Hays County Elections Administrator, explained that the LedgeStone early voting location cannot be used due to COVID-19 restrictions, and in order to remain in compliance with the Texas Election Code, another early voting location must be removed. Commissioner Shell suggested removing the Hays County Transportation Department early voting location instead of removing Simon Middle School. Commissioner Smith described his efforts to find a different early voting location in Dripping Springs and the issues that arose. Further discussion was held by the court regarding possible locations. Commissioner Ingalsbe stated her support for removing the Transportation Department location to keep 2 locations in the Kyle area. Mark Kennedy, General Counsel, suggested that signage at closed locations indicate whether it will be open on Election Day. **An amended motion was made by Commissioner Shell, seconded by Commissioner Smith to remove the Hays County Transportation Department on Yarrington Road as an early voting location. All present voted "Aye."** MOTION PASSED.

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 3:53 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 October 15, 2021.



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



OCTOBER 19, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 19TH DAY OF OCTOBER A.D., 2021, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA
DEBBIE GONZALES INGALSBE
MARK JONES
LON A. SHELL
WALT SMITH
ELAINE H. CÁRDENAS

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ingalsbe 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

Don Ray George made a public comment concerning traffic problems on Trautwein Road in Precinct 4. Dan Lyon made a public comment concerning county disbursements and law enforcement vehicle repairs.

36901 ADOPT A PROCLAMATION RECOGNIZING THE 25TH ANNIVERSARY OF NOSOTROS LA GENTE.

Judge Becerra, Commissioner Ingalsbe, and Commissioner Shell spoke in favor of the proclamation and thanked the members of the organization. Celia Barragan thanked the commissioners and spoke about the organization's work. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a proclamation recognizing the 25th Anniversary of Nosotros la Gente. All present voted "Aye." MOTION PASSED.

UPDATE BY CHARLIE CAMPISE ON THE OCTOBER 2021 HILL COUNTRY MENTAL HEALTH DEVELOPMENT DISABILITIES BOARD MEETING.

Charlie Campise, Hays County representative and secretary of the Hill Country Mental Health & Developmental Disabilities Center Board of Trustees, gave an update on the board's activities and mental health initiatives in the area. He asked that the court support a study on mental health needs and the planning and construction of a mental health hospital in Hays County. No action taken.

36902 APPROVE PAYMENTS OF COUNTY INVOICES.

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

36903 APPROVE THE PAYMENT OF THE OCTOBER 31, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,900,000.00 EFFECTIVE OCTOBER 29, 2021 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the payment of the October 31, 2021 payroll disbursements in an amount not to exceed \$3,900,000.00 effective October 29, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.



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36904 AUTHORIZE SECURITY ONE TO INSTALL A CELLULAR COMMUNICATOR TO THE FIRE ALARM SYSTEM AT THE REMME RAINBOW ROOM IN THE AMOUNT OF \$800.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize Security One to install a Cellular Communicator to the fire alarm system at the Remme Rainbow Room in the amount of \$800. All present voted "Aye." MOTION PASSED.

36905 AUTHORIZE COUNTYWIDE OPERATIONS | PERSONAL HEALTH TO PURCHASE ONE REPLACEMENT DELL 5520 LAPTOP WITH ACCESSORIES VALUED AT \$1,414.13 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize Countywide Operations | Personal Health to purchase one replacement Dell 5520 Laptop with accessories valued at \$1,414.13 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36906 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANT DIVISION, FOR THE HAYS COUNTY HAZMAT MONITOR MAINTENANCE IN THE AMOUNT OF \$10,000.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the acceptance of a grant award from the Office of the Governor, Homeland Security Grant Division, for the Hays County HazMat Monitor Maintenance in the amount of \$10,000.00. All present voted "Aye." MOTION PASSED.

36907 ADOPT A RESOLUTION NOMINATING JENIFER O'KANE AS A CANDIDATE FOR THE CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

Dan Lyon made a public comment in support of the nomination of Jenifer O'Kane, and against the nomination of real estate agents to the board. A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt a resolution nominating Jenifer O'Kane as a candidate for the Central Appraisal District Board of Directors. All present voted "Aye." MOTION PASSED.

36908 APPROVE UTILITY PERMITS.

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

36909 APPROVE THE APPOINTMENT OF SERGIO BAZALDUA TO THE BOARD OF EMERGENCY SERVICES DISTRICT #5 TO REPLACE JOHN RODRIGUEZ, JR., ON THE EMERGENCY SERVICES DISTRICT #5, FOR A TERM ENDING DECEMBER 31, 2023.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the appointment of Sergio Bazaldua to the Board of Emergency Services District #5 to replace John Rodriguez, Jr., on the Emergency Services District #5, for a term ending December 31, 2023. All present voted "Aye." MOTION PASSED.

36910 APPROVE RENEWAL OF IFB 2019-B08 EMULSIONS OILS WITH ERGON ASPHALT & EMULSIONS, INC. FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID, EFFECTIVE OCTOBER 29, 2021.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve renewal of IFB 2019-B08 Emulsions Oils with Ergon Asphalt & Emulsions, Inc. for one (1) additional year as stated in the original bid, effective October 29, 2021. All present voted "Aye." MOTION PASSED.

36911 AUTHORIZE THE COUNTY JUDGE TO EXECUTE SOCIAL SERVICE AGENCY CONTRACTS AS APPROVED IN THE FY 2022 BUDGET

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Social Service Agency Contracts as approved in the FY 2022 budget. All present voted "Aye." MOTION PASSED.



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- 36912 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE ASSISTANCE, PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP (BVP) TO PURCHASE BULLETPROOF VESTS FOR COUNTY LAW ENFORCEMENT OFFICERS IN THE AMOUNT OF \$5,479.58 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the acceptance of a grant award from the Department of Justice, Office of Justice Assistance, Patrick Leahy Bulletproof Vest Partnership (BVP) to purchase bulletproof vests for County law enforcement officers in the amount of \$5,479.58 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 36913 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, GENERAL VICTIM ASSISTANCE PROGRAM FOR THE HAYS COUNTY VICTIM ASSISTANCE COORDINATOR IN THE AMOUNT OF \$39,505.49.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division, General Victim Assistance program for the Hays County Victim Assistance Coordinator in the amount of \$39,505.49. All present voted "Aye." MOTION PASSED.

- 36914 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, GENERAL VICTIM ASSISTANCE PROGRAM FOR THE HAYS COUNTY VICTIM ASSISTANCE COORDINATOR FOR THE FAMILY JUSTICE CENTER, IN THE AMOUNT OF \$40,979.92.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division, General Victim Assistance program for the Hays County Victim Assistance Coordinator for the Family Justice Center, in the amount of \$40,979.92. All present voted "Aye." MOTION PASSED.

- 36915 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION FOR THE HAYS COUNTY MENTAL HEALTH CRISIS INTERVENTION GRANT RENEWAL, IN THE AMOUNT OF \$57,374.31.**

Judge Becerra asked for clarification of what the money from this grant is used for. Commissioner Shell specified that it is used for a renewal of a certified mental health professional position in the Sheriff's Office. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division for the Hays County Mental Health Crisis Intervention grant renewal, in the amount of \$57,374.31. All present voted "Aye." MOTION PASSED.

- 36916 AUTHORIZE THE ACCEPTANCE OF A GRANT AWARD FROM THE U.S. DEPARTMENT OF JUSTICE, EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY21 LOCAL SOLICITATION IN THE AMOUNT OF \$28,989.**

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

- 36917 APPROVE RENEWAL OF IFB 2019-B04 ROAD BUILDING MATERIALS - COLD MIX WITH COLORADO MATERIALS, LTD. FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID, EFFECTIVE OCTOBER 29, 2021.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve renewal of IFB 2019-B04 Road Building Materials - Cold Mix with Colorado Materials, Ltd. for one (1) additional year as stated in the original bid, effective October 29, 2021. All present voted "Aye." MOTION PASSED.



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- 36918 APPROVE THE ACTION TO APPOINT SUSAN KIMBALL TO THE BOARD OF DIRECTORS FOR THE DRIPPING SPRINGS TAX INCREMENT REINVESTMENT ZONES NO. 1 AND NO. 2 TO REPLACE DAN O'BRIEN, TERM ENDING DECEMBER 31, 2022.**

Commissioner Smith thanked Judge O'Brien for his service on the TIRZ No. 1 and No. 2. A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the action to appoint Susan Kimball to the Board of Directors for the Dripping Springs Tax Increment Reinvestment Zones No. 1 and No. 2 to replace Dan O'Brien, term ending December 31, 2022. All present voted "Aye." MOTION PASSED.

- 36919 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.**

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

- 36920 APPROVE SPECIFICATIONS FOR IFB 2022-B02 ROAD BUILDING MATERIALS - LIMESTONE ROCK ASPHALT (COLD MIX) AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for IFB 2022-B02 Road Building Materials - Limestone Rock Asphalt (Cold Mix) and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

- 36921 APPROVE RENEWAL OF IFB 2019-B03 ROAD BUILDING MATERIALS - HOT MIX WITH TEXAS MATERIALS GROUP, AND COLORADO MATERIALS, LTD. FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID, EFFECTIVE OCTOBER 29, 2021.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve renewal of IFB 2019-B03 Road Building Materials - Hot Mix with Texas Materials Group, and Colorado Materials, Ltd. for one (1) additional year as stated in the original bid, effective October 29, 2021. All present voted "Aye." MOTION PASSED.

- 36922 DISCUSSION AND POSSIBLE ACTION TO ADOPT A RESOLUTION SUPPORTING THE PLACEMENT OF "NO PARKING" SIGNS ON FM 150 WHERE IT CROSSES ONION CREEK IN PRECINCT 4.**

Commissioner Smith stated that TxDOT will place these signs if it is supported by the court. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a resolution supporting the placement of "No Parking" signs on FM 150 where it crosses Onion Creek in Precinct 4. All present voted "Aye." MOTION PASSED.

- 36923 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE SITE IMPROVEMENT PERFORMANCE BOND NO. LICX1209918 IN THE AMOUNT OF \$803,175.76 FOR STREET EXCAVATION, DRAINAGE, AND EROSION CONTROL IMPROVEMENTS IN THE CALITERRA SUBDIVISION, PHASE 4, SECTION 11.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept the Site Improvement Performance Bond No. LICX1209918 in the amount of \$803,175.76 for street excavation, drainage, and erosion control improvements in the Caliterra Subdivision, Phase 4, Section 11. All present voted "Aye." MOTION PASSED.

- 36924 DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON NOVEMBER 2, 2021 TO ESTABLISH 3-WAY STOP LOCATIONS ON OLD BASTROP HIGHWAY AT THE INTERSECTIONS OF POSEY ROAD AND FRANCIS HARRIS LANE.**



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Commissioner Ingalsbe stated that there is increased traffic in the area, and this will improve safety. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to call for a public hearing on November 2, 2021 to establish 3-way stop locations on Old Bastrop Highway at the intersections of Posey Road and Francis Harris Lane. All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #26 RE: DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE RELATING TO THE CENTER STREET UNION PACIFIC RAILROAD (UPRR) SIDING RELOCATION PROJECT AND AMEND THE BUDGET ACCORDINGLY. – **WAS PULLED.**

36925 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE RELEASE OF THE MAINTENANCE BOND #70164632 IN THE AMOUNT OF \$30,280.64, AND THE ACCEPTANCE OF ROADS INTO THE COUNTY ROAD MAINTENANCE SYSTEM FOR BELTERRA SUBDIVISION, PHASE 20, SECTION 1.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to release maintenance bond #70164632 in the amount of \$30,280.64, and the acceptance of roads into the county road maintenance system for Belterra subdivision, Phase 20, Section 1. All present voted "Aye." MOTION PASSED.

36926 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE RELEASE OF THE MAINTENANCE BOND #70167847 IN THE AMOUNT OF \$71,856.34, AND THE ACCEPTANCE OF ROADS INTO THE COUNTY ROAD MAINTENANCE SYSTEM FOR BELTERRA SUBDIVISION, PHASE 20, SECTION 2 & PHASE 21, SECTION 2.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to release maintenance bond #70167847 in the amount of \$71,856.34, and the acceptance of roads into the county road maintenance system for Belterra subdivision, Phase 20, Section 2 & Phase 21, Section 2. All present voted "Aye." MOTION PASSED.

36927 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE MAINTENANCE BOND RIDER EXTENSIONS FROM DNT CONSTRUCTION UNTIL JUNE 30, 2022 FOR SUNFIELD SUBDIVISION: PHASE 2, SECTION 8 - BOND #1060750 IN THE AMOUNT OF \$188,961.00, PHASE 2, SECTION 11 - BOND #1060751 IN THE AMOUNT OF \$231,755.60, PHASE 3, SECTION 2 - BOND #PB03016800273M IN THE AMOUNT OF \$32,600.00, PHASE 3, SECTION 4 - BOND #PB03016800240M IN THE AMOUNT OF \$22,000.00, AND PHASE 3 "ROADWAY EXTENSION" - BOND #PB03016800210 IN THE AMOUNT OF \$30,350.00.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to accept the maintenance bond rider extensions from DNT Construction until June 30, 2022 for Sunfield subdivision: Phase 2, Section 8 - bond #1060750 in the amount of \$188,961.00, Phase 2, Section 11 - bond #1060751 in the amount of \$231,755.60, Phase 3, Section 2 - bond #PB03016800273M in the amount of \$32,600.00, Phase 3, Section 4 - bond #PB03016800240M in the amount of \$22,000.00, and Phase 3 "Roadway Extension" - bond #PB03016800210 in the amount of \$30,350.00. All present voted "Aye." MOTION PASSED.

36928 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE MAINTENANCE BOND RIDER EXTENSIONS FROM DNT CONSTRUCTION UNTIL JUNE 30, 2022 FOR SHADOW CREEK SUBDIVISION: PHASE 9, SECTION 2 - BOND #1848963 IN THE AMOUNT OF \$180,609.38.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept the maintenance bond rider extensions from DNT Construction until June 30, 2022 for Shadow Creek subdivision: Phase 9, Section 2 - bond #1848963 in the amount of \$180,609.38. All present voted "Aye." MOTION PASSED.

36929 DISCUSSION AND POSSIBLE ACTION TO ACCEPT FISCAL SURETY FOR THE CONSTRUCTION OF ROADWAY AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$3,599,477.50 FOR THE SUNSET OAKS, PHASE 1, SECTION 1 (SUBDIVISION BOND # US00112379SU21A).



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A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$3,599,477.50 for the Sunset Oaks, Phase 1, Section 1 (Subdivision Bond # US00112379SU21A). All present voted "Aye." MOTION PASSED.

36930 PLN-1736-PC; CALL FOR A PUBLIC HEARING ON NOVEMBER 2ND, 2021 TO DISCUSS APPROVAL OF THE FINAL PLAT OF THE REPLAT OF LOTS 13 AND 14, OUT OF THE RESUBDIVISION OF LOTS 45 THROUGH 53 AND LOT 58, ROLLING OAKS SUBDIVISION, SECTION 3.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to call for a Public Hearing on November 2nd, 2021 to discuss approval of the final plat of the Replat of Lots 13 and 14, Out of the Resubdivision of Lots 45 through 53 and Lot 58, Rolling Oaks Subdivision, Section 3. All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #33 RE: DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT WITH HDR ARCHITECTURE, INC. TO PROVIDE ARCHITECTURAL DESIGNS AND SERVICES RELATED TO THE UPGRADE OF THE GOVERNMENT CENTER SECURITY, CAMERA, AND BADGE READER SYSTEM IN THE AMOUNT OF \$139,975; AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO GOVERNMENT CODE CH. 2254. - WAS PULLED.

36931 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE HAYS COUNTY HEALTH DEPARTMENT TO PROVIDE FLU VACCINES TO COUNTY EMPLOYEES AND THEIR ELIGIBLE DEPENDENTS ENROLLED IN THE COUNTY HEALTH PLAN.

Judge Becerra and Commissioner Ingalsbe thanked Tammy Crumley for this initiative. Tammy Crumley, Countywide Operations Director, spoke about the importance of getting the flu vaccine early. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Hays County Health Department to provide flu vaccines to county employees and their eligible dependents enrolled in the county health plan. All present voted "Aye." MOTION PASSED.

36932 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE UTILIZATION OF STRATEGIC GOVERNMENT RESOURCES (SGR) EXECUTIVE RECRUITMENT SERVICES FOR THE COMBINED EMERGENCY COMMUNICATION DIRECTOR POSITION AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Shell spoke about the effort to recruit for this position, as well as to have all county departments use this service. Judge Becerra asked about the estimated timeline for filling this position, which is 3-4 months. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the utilization of Strategic Government Resources (SGR) Executive Recruitment Services for the Combined Emergency Communication Director position and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36933 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE RENEWAL OF HAYS COUNTY AUTO, GENERAL, LAW ENFORCEMENT, AND PUBLIC OFFICIAL LIABILITY COVERAGE. THE ANNUAL RENEWAL PREMIUM IS \$423,203.00.

Shari Miller, Human Resources Director, and Lisa McCabe, Risk Management Consultant with Texas Association of Counties, provided information on the increase of cost of coverage, which is mostly due to more employees in the Sheriff's Office. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize renewal of Hays County Auto, General, Law Enforcement, and Public Official liability coverage. The annual renewal premium is \$423,203.00. All present voted "Aye." MOTION PASSED.

DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE DISTRIBUTION OF THE AMERICAN RESCUE ACT PLAN FUNDS ADMINISTERED BY THE U.S. DEPARTMENT OF THE TREASURY.



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Marisol Alonzo, County Auditor, stated that proposals for American Rescue Plan Act (ARPA) fund management are expected this week and will be reviewed by a committee. The court discussed committee membership. Commissioner Smith asked that the court prioritizes public outreach when planning fund usage. Judge Becerra and Vickie Dorsett, First Assistant Auditor, discussed uniformity in the process of choosing a vendor to manage ARPA funds. A discussion was had among the court regarding ARPA fund usage, including the county's ability to use those funds for brick and mortar. Commissioner Smith suggested the establishment of a revolving loan fund in which the county would loan ARPA funds to residents. Judge Becerra discussed grant expiration dates and shortening the timeline of the process. The court continued discussion regarding using ARPA funds for a study on the county's need for mental health services, the construction and operation of a mental health hospital, and possible collaboration with neighboring counties, local mental health organizations, and DSHS. Commissioner Jones suggested making this a standing agenda item. No action taken.

36934 DISCUSSION AND POSSIBLE ACTION TO AMEND PROGRAM GUIDELINES RELATED TO THE EMERGENCY RENTAL ASSISTANCE PROGRAM.

Wesley Matthews, Emergency Rental Assistance Program Manager, explained the program process and the role of caseworkers. Vickie Dorsett, First Assistant Auditor, spoke about the U.S. Treasury best practices and guidelines for the program. Commissioner Ingalsbe stated support for the program being performance-based. Commissioner Smith asked about agency responsibility and end-of-stay issues with hotels. Wesley Matthews explained that participating agencies screen their own clients and are responsible for the costs. A discussion was had regarding a partnership with the City of San Marcos and payment plans with participating hotels. **A motion was made by Commissioner Shell, seconded by Judge Becerra to authorize the County Auditor's Office to adopt best practices for the Emergency Rental Assistance Program pursuant to U.S. Treasury guidelines as they are updated and published. All present voted "Aye." MOTION PASSED.**

Clerk's Note Agenda Item #39 RE: DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT FOR ACCESS TO DRILL AND COMPLETE A GROUNDWATER MONITOR WELL AND TO CONDUCT GROUNDWATER MONITORING BETWEEN HAYS COUNTY, TEXAS AND BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT. – WAS PULLED.

Clerk's Note: Executive Session began at 11:10 a.m. and resumed back into open court at 12:15 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 LOCATED ON OR NEAR STAGECOACH TRAIL IN SAN MARCOS, TEXAS AND WITHIN PRECINCT 3. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action taken.

Clerk's Note Agenda Item #41 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 jail capacity is 410 inmates. Jail Standards recommends 10% of that remains open, lowering actual capacity to 368. The jail's daily average was 615 inmates, with a peak of 622 inmates on October 15, 2021. The estimated cost for outsourcing this week was \$71,224. The number of outsourced males was 159 inmates and females were 12 inmates. This week's inmates were housed in the following counties – Atascosa, Blanco, Comal, Fort Bend, Guadalupe, and Red River. The number of arrests made by agency are as follows; Buda Police Department - 4, Department of Public Safety – 1, Hays County Sheriff's Department – 61, Kyle Police Department – 20, San Marcos Police Department - 28, Texas State Police Department – 0. No action taken.

Clerk's Note Agenda Item #43 RE: 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. – WAS PULLED.



OCTOBER 19, 2021

Clerk's Note Agenda Item #44 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 #45 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 12:15 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 October 19, 2021.



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





NOVEMBER 2, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 2ND DAY OF NOVEMBER A.D., 2021, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA
DEBBIE GONZALES INGALSBE
MARK JONES
LON A. SHELL
WALT SMITH
ELAINE H. CÁRDENAS

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Mark 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

Dan Lyon made a public comment regarding concerns about county spending. James Clark made a public comment regarding concerns about COVID-19. Carl Hass made a public comment regarding concerns about COVID-19 restrictions.

36935 ADOPT A PROCLAMATION OBSERVING THE FIRST SATURDAY OF EVERY NOVEMBER AS HARVEY E. MILLER DAY OF SERVICE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation observing the first Saturday of every November as Harvey E. Miller Day of Service. All present voted "Aye." MOTION PASSED.

PRESENTATION BY THE REDISTRICTING ADVISORY COMMISSION REGARDING PROPOSALS FOR REDISTRICTING OF COMMISSIONERS' PRECINCTS WITHIN HAYS COUNTY.

Dr. Linda Calvert made a public comment in support of the Redistricting Advisory Commission (RAC) and the maps they made. Larry Calvert made a public comment in support of the RAC. Mark Trahan, Hays County Democratic Party Chair, presented a map (M9) proposed by the RAC, and emphasized the growth in the county along I-35. Bob Parks, Hays County Republican Party Chair, presented a map (SM2) proposed by the RAC, and spoke about how demographic areas and communities of interest are defined. The court had a lengthy discussion regarding the university, majority-minority precincts, Justice of the Peace and Constable precincts, and county growth. Steve Meyer, RAC member, spoke about the significant growth in "multi-minority" groups and the SM2 map. The court discussed voter precinct districts and census blocks. No action taken.

Clerk's Note: Judge Becerra called for a break that began at 10:53 a.m. and resumed back into open court at 11:04 a.m.

36936 APPROVE PAYMENTS OF COUNTY INVOICES.

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

36937 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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



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Clerk's Note Agenda Item #5 RE: *APPROVE COMMISSIONERS COURT MINUTES OF AUGUST 24, 2021 AND AUGUST 27, 2021. – WAS PULLED.*

36938 APPROVE THE APPOINTMENT OF KENNETH ESHELMAN TO SERVE ON THE BOARD OF EMERGENCY SERVICES DISTRICT #6 TO REPLACE BRAD RUOFF, FOR A TERM ENDING DECEMBER 31, 2022.

Commissioner Smith thanked Brad Ruoff for serving. A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the appointment of Kenneth Eshelman to serve on the board of Emergency Services District #6 to replace Brad Ruoff, for a term ending December 31, 2022. All present voted "Aye." MOTION PASSED.

36939 RATIFY THE EXECUTION OF A CONTRACT WITH THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) IN THE AMOUNT OF \$26,756.00 FOR ACTIVITIES IN RELATION TO THE TUBERCULOSIS PREVENTION AND CONTROL - FEDERAL GRANT PROGRAM.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to ratify the execution of a contract with the Department of State Health Services (DSHS) in the amount of \$26,756.00 for activities in relation to the Tuberculosis Prevention and Control - Federal Grant Program. All present voted "Aye." MOTION PASSED.

36940 AUTHORIZE THE PURCHASE OF ITEMS FROM BJ'S TEES FOR \$1,793.96 FOR THE CONTINUING EDUCATION SAFETY PROGRAM FOR THE TRANSPORTATION DEPARTMENT.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the purchase of items from BJ's Tees for \$1,793.96 for the continuing education safety program for the Transportation Department. All present voted "Aye." MOTION PASSED.

36941 AUTHORIZE THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE TEXAS A&M AGRILIFE EXTENSION SERVICE FOR THE FERAL HOG ABATEMENT PROGRAM IN THE AMOUNT OF \$7,500 AND AMEND THE BUDGET ACCORDINGLY.

Dan Lyon made a public comment requesting that the bounty system be reinstated. Commissioner Jones clarified that there is a bounty, and Judge Becerra stated that the reward is \$5 per tail turned in. A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the execution of an Interlocal Agreement with the Texas A&M AgriLife Extension Service for the Feral Hog Abatement Program in the amount of \$7,500 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36942 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SERVICE AGREEMENT WITH PERSONNEL EVALUATION, INC. FOR THE SHERIFF'S OFFICE TO PERFORM PRE-EMPLOYMENT SCREENINGS.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a service agreement with Personnel Evaluation, Inc. for the Sheriff's Office to perform pre-employment screenings. All present voted "Aye." MOTION PASSED.

36943 AUTHORIZE A PURCHASING WAIVER FOR THE SHERIFF'S OFFICE TO UTILIZE THE WRAP BY SAFE RESTRAINTS, INC. FOR FY22 APPROVED SAFETY RESTRAINTS.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize a purchasing waiver for the Sheriff's Office to utilize The Wrap by Safe Restraints, Inc. for FY22 approved safety restraints. All present voted "Aye." MOTION PASSED.

36944 APPROVE AND CONFIRM 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.



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Mark Kennedy, General Counsel, stated that an error in the agenda would be corrected. Constable David Peterson, Precinct 1, presented the new appointments. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve and confirm 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. All present voted "Aye." MOTION PASSED.

36945 APPROVE SPECIFICATIONS FOR IFB 2022-B03 COTTON GIN ROAD - LOW WATER CROSSING AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve specifications for IFB 2022-B03 Cotton Gin Road - Low Water Crossing and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

36946 APPROVE SPECIFICATIONS FOR RFP 2022-P02 CONSULTING SERVICES - ANIMAL SHELTER AND ANIMAL SERVICES FEASIBILITY STUDY AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve specifications for RFP 2022-P02 Consulting Services - Animal Shelter and Animal Services Feasibility Study and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

36947 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE HAZARD MITIGATION GRANT PROGRAM (HMGP) IN THE AMOUNT OF \$159,228.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the submission of a grant application to the Texas Division of Emergency Management (TDEM) for the Hazard Mitigation Grant Program (HMGP) in the amount of \$159,228.00. All present voted "Aye." MOTION PASSED.

36948 ACCEPT A PROPOSAL FROM BECKWITH ELECTRONIC SYSTEMS, LLC IN THE AMOUNT OF \$8,390 FOR REPAIRS NEEDED TO THE CRESTRON SYSTEM IN DISTRICT COURTROOM #7 OF THE GOVERNMENT CENTER; AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE 262.024A (7) (D) AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept a proposal from Beckwith Electronic Systems, LLC in the amount of \$8,390 for repairs needed to the Crestron System in District Courtroom #7 of the Government Center; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024A (7) (D) and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36949 AUTHORIZE PAYMENT TO AUSTIN EXTREME GRAPHICS IN THE AMOUNT OF \$998.22 FOR THE CONSTABLE PCT. 2 OFFICE IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize payment to Austin Extreme Graphics in the amount of \$998.22 for the Constable Pct. 2 Office in which no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.

36950 APPROVE RENEWAL OF IFB 2020-B02 HAULING SOLID WASTE WITH CENTRAL WASTE & RECYCLING AND TEXAS DISPOSAL SYSTEMS FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID, EFFECTIVE NOVEMBER 5, 2021.



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A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve renewal of IFB 2020-B02 Hauling Solid Waste with Central Waste & Recycling and Texas Disposal Systems for one (1) additional year as stated in the original bid, effective November 5, 2021. All present voted "Aye." MOTION PASSED.

36951 CALL FOR A PUBLIC HEARING AT THE REGULAR SESSION OF COMMISSIONERS COURT ON NOVEMBER 9, 2021 STARTING AT 9 A.M., RELATED TO THE REDISTRICTING OF JUSTICE OF THE PEACE (AND CONSTABLE) AND COMMISSIONERS PRECINCTS WITHIN HAYS COUNTY, TEXAS.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to call for a Public Hearing at the regular session of Commissioners Court on November 9, 2021 starting at 9 a.m., related to the redistricting of justice of the peace (and constable) and commissioners precincts within Hays County, Texas. All present voted "Aye." MOTION PASSED.

36952 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO ESTABLISH 3-WAY STOP LOCATIONS ON OLD BASTROP HIGHWAY AT THE INTERSECTIONS OF POSEY ROAD AND FRANCIS HARRIS LANE.

Judge Becerra opened the public hearing at 11:52 a.m. No comments were made. Judge Becerra closed the public hearing at 11:53 a.m. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to establish 3-way stop locations on Old Bastrop Highway at the intersections of Posey Road and Francis Harris Lane. All present voted "Aye." MOTION PASSED.

36953 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE RELEASE OF THE MAINTENANCE BOND #58S211340-001 IN THE AMOUNT OF \$174,546.55, AND THE ACCEPTANCE OF ROADS INTO THE COUNTY ROAD MAINTENANCE SYSTEM FOR CROSSWINDS SUBDIVISION, PHASE 2.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the release of the maintenance bond #58S211340-001 in the amount of \$174,546.55, and the acceptance of roads into the county road maintenance system for Crosswinds subdivision, Phase 2. All present voted "Aye." MOTION PASSED.

36954 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE ACCEPTANCE OF ROAD CONSTRUCTION & DRAINAGE IMPROVEMENTS, RELEASE OF THE PERFORMANCE BOND #9933969 IN THE AMOUNT OF \$345,571.00, AND ACCEPTANCE OF THE 2-YEAR MAINTENANCE BOND #146805D IN THE AMOUNT OF \$29,557.10 FOR NORTHRIDGE SUBD., PHASE 3.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the acceptance of road construction & drainage improvements, release of the performance bond #9933969 in the amount of \$345,571.00, and acceptance of the 2-year maintenance bond #146805D in the amount of \$29,557.10 for Northridge subd., Phase 3. All present voted "Aye." MOTION PASSED.

36955 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE ACCEPTANCE OF ROAD CONSTRUCTION & DRAINAGE IMPROVEMENTS, ACCEPTANCE OF THE 2-YEAR MAINTENANCE BOND #PB03016800693M IN THE AMOUNT OF \$49,235.54, AND ACCEPTANCE OF THE 1-YEAR REVEGETATION BOND #PB03016800693M IN THE AMOUNT OF \$19,781.95 FOR 6 CREEKS SUBD., PHASE 1, SECTION 4A.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the acceptance of road construction & drainage improvements, acceptance of the 2-year maintenance bond #PB03016800693M in the amount of \$49,235.54, and acceptance of the 1-year revegetation bond #PB03016800693M in the amount of \$19,781.95 for 6 Creeks subd., Phase 1, Section 4A. All present voted "Aye." MOTION PASSED.



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- 36956 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE CHANGE ORDER NO. 3 IN THE AMOUNT OF \$58,577.04 TO THE CONSTRUCTION CONTRACT BETWEEN HAYS COUNTY AND COX COMMERCIAL CONSTRUCTION FOR THE RM 3237 AT RM 150 ROUNDABOUT (IFB-2021-B06) PROJECT AS PART OF THE HAYS COUNTY ROAD BOND PROGRAM.**

Commissioner Shell stated that this will reduce light pollution in the area. A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute Change Order No. 3 in the amount of \$58,577.04 to the Construction Contract between Hays County and Cox Commercial Construction for the RM 3237 at RM 150 Roundabout (IFB-2021-B06) project as part of the Hays County Road Bond Program. All present voted "Aye." MOTION PASSED.

- 36957 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (CONTRACT) BETWEEN HAYS COUNTY AND COBB FENDLEY & ASSOCIATES, INC. TO PROVIDE UTILITY COORDINATION SERVICES FOR THE LOW WATER CROSSING PROJECTS IN PRECINCT 4.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement (Contract) between Hays County and Cobb Fendley & Associates, Inc. to provide utility coordination services for the low water crossing projects in Precinct 4. All present voted "Aye." MOTION PASSED.

- 36958 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND LJA ENGINEERING, INC. TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES FOR THE FM 2001 WEST PROJECT IN PRECINCT 2.**

Mark Kennedy, General Counsel, stated that the template will be modified from "Engineering Services" to "Right of Way Services". A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement between Hays County and LJA Engineering, Inc. to provide right-of-way acquisition services for the FM 2001 West project in Precinct 2. All present voted "Aye." MOTION PASSED.

- 36959 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL NO. 10 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND HNTB CORPORATION FOR THE HAYS COUNTY/TXDOT PARTNERSHIP PROGRAM GENERAL ENGINEERING CONSULTANT (GEC)/PROGRAM MANAGEMENT SERVICES IN HAYS COUNTY, INCREASING THE COMPENSATION CAP BY \$336,800.00 FROM \$7,205,491.30 TO \$7,542,291.30 AND EXTENDING THE TERMINATION DATE OF THE CONTRACT TO SEPTEMBER 30, 2022.**

Mark Kennedy, General Counsel, requested that a Discretionary Exemption under Section 262.024(a)(4) of the Texas Local Government Code be included in the motion. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Supplemental No. 10 to the Professional Services Agreement between Hays County and HNTB Corporation for the Hays County/TxDOT Partnership Program General Engineering Consultant (GEC)/Program Management services in Hays County, increasing the Compensation Cap by \$336,800.00 from \$7,205,491.30 to \$7,542,291.30 and extending the termination date of the contract to September 30, 2022; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4). All present voted "Aye." MOTION PASSED.

- 36960 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 8 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND HNTB CORPORATION FOR THE PASS-THROUGH FINANCE PROGRAM MANAGEMENT EFFORT IN HAYS COUNTY, INCREASING THE COMPENSATION CAP BY \$62,022.00 FROM \$7,715,500.00 TO \$7,777,522.00 AND EXTENDING THE TERMINATION DATE OF THE CONTRACT TO SEPTEMBER 30, 2022.**



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Mark Kennedy, General Counsel, requested that a Discretionary Exemption under Section 262.024(a)(4) of the Texas Local Government Code be included in the motion. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Supplemental Agreement No. 8 to the Professional Services Agreement between Hays County and HNTB Corporation for the Pass-Through Finance Program Management effort in Hays County, increasing the Compensation Cap by \$62,022.00 from \$7,715,500.00 to \$7,777,522.00 and extending the termination date of the contract to September 30, 2022; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4). All present voted "Aye." MOTION PASSED.

36961 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (TIME & MATERIALS CONTRACT) BETWEEN HAYS COUNTY AND HNTB CORPORATION FOR FISCAL YEAR WORK AUTHORIZATIONS IN THE TOTAL AMOUNT OF \$2,635,006.00 TO CONTINUE PROVIDING GENERAL ENGINEERING CONSULTANT (GEC)/PROGRAM MANAGEMENT SERVICES FOR THE HAYS COUNTY 2016 ROAD BOND PROGRAM PROJECTS.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement (time & materials contract) between Hays County and HNTB Corporation for Fiscal Year Work Authorizations in the total amount of \$2,635,006.00 to continue providing General Engineering Consultant (GEC)/Program Management services for the Hays County 2016 Road Bond Program projects. All present voted "Aye." MOTION PASSED.

36962 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE IRREVOCABLE LETTER OF CREDIT NO. SBP702741 FOR STREET AND DRAINAGE IMPROVEMENTS FOR PARTEN RANCH, PHASE 2B, FINAL PLAT IN THE AMOUNT OF \$808,725.50.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the Irrevocable Letter of Credit No. SBP702741 for street and drainage improvements for Parten Ranch, Phase 2B, Final Plat in the amount of \$808,725.50. All present voted "Aye." MOTION PASSED.

36963 DISCUSSION AND POSSIBLE ACTION TO APPROVE ADVANCE FUNDING AGREEMENT FOR PREVENTATIVE MAINTENANCE AND REHABILITATION PROGRAM ON-SYSTEM PROJECT (RM 967 MAINTENANCE) AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE ADVANCE FUNDING AGREEMENT ON BEHALF OF HAYS COUNTY.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve Advance Funding Agreement for Preventative Maintenance and Rehabilitation Program On-System Project (RM 967 Maintenance) and authorize the County Judge to execute Advance Funding Agreement on behalf of Hays County. All present voted "Aye." MOTION PASSED.

36964 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE RELATING TO THE CENTER STREET UNION PACIFIC RAILROAD (UPRR) SIDING RELOCATION PROJECT AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Kyle relating to the Center Street Union Pacific Railroad (UPRR) Siding Relocation Project and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36965 PLN-1736-PC; HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO APPROVE THE FINAL PLAT OF THE REPLAT OF LOTS 13 AND 14, OUT OF THE RESUBDIVISION OF LOTS 45 THROUGH 53 AND LOT 58, ROLLING OAKS SUBDIVISION, SECTION 3.

Judge Becerra opened the public hearing at 11:41 a.m. No comments were made. Judge Becerra closed the public hearing at 11:41 a.m. Colby Machacek, Hays County Planner, stated this item has full staff recommendation. A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the final plat of the Replat of Lots 13 and 14, Out of the Resubdivision of Lots 45 through 53 and Lot 58, Rolling Oaks Subdivision, Section 3. All present voted "Aye." MOTION PASSED.



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36966 PLN-1689-NP; HENLY CREEK SUBDIVISION (1 LOT). DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINAL PLAT.

Colby Machacek, Hays County Planner, stated this item has full staff recommendation. A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the final plat of Henly Creek Subdivision (1 Lot). All present voted "Aye." MOTION PASSED.

36967 PLN-1756-PC; CALL FOR A PUBLIC HEARING ON NOVEMBER 23, 2021 TO DISCUSS POSSIBLE ACTION REGARDING THE DOUGLAS ESTATES SUBDIVISION, LOT D-40, REPLAT.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a Public Hearing on November 23, 2021 to discuss possible action regarding the Douglas Estates Subdivision, Lot D-40, Replat. All present voted "Aye." MOTION PASSED.

36968 DISCUSSION AND POSSIBLE ACTION TO APPROVE CHANGES TO THE FY 2021 HEALTHCARE PLAN AS RECOMMENDED BY THE INSURANCE COMMITTEE.

Shari Miller, HR Director, explained the proposal to increase premiums by 10% in two out of three employee plans. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve changes to the FY 2021 healthcare plan as recommended by the Insurance Committee. All present voted "Aye." MOTION PASSED.

36969 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT BETWEEN HAYS COUNTY AND HDR ARCHITECTURE, INC. TO PROVIDE ARCHITECTURAL DESIGNS AND SERVICES RELATED TO THE UPGRADE OF THE GOVERNMENT CENTER SECURITY, CAMERA AND BADGE READER SYSTEM, AND THE INSTALLATION OF A SURVEILLANCE SYSTEM FOR THE HISTORIC COURTHOUSE IN THE AMOUNT OF \$184,100 AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 2254.

Tammy Crumley, Director of Countywide Operations, stated that assessments and designs will be done for each county building. Mark Kennedy, General Counsel, stated that the item is redacted in the agenda to not disclose camera locations. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute an Agreement between Hays County and HDR Architecture, Inc. to provide architectural designs and services related to the upgrade of the Government Center security, camera and badge reader system, and the installation of a surveillance system for the Historic Courthouse in the amount of \$184,100 and authorize a discretionary exemption pursuant to Texas Government Code Chapter 2254. All present voted "Aye." MOTION PASSED.

36970 DISCUSS AND POSSIBLE ACTION TO AUTHORIZE THE SUBMISSION OF A COMMUNITY DEVELOPMENT BLOCK GRANT- LOCAL HAZARD MITIGATION PLANS PROGRAM APPLICATION TO THE GENERAL LAND OFFICE; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MANNERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT -MITIGATION PROGRAM.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the submission of a Community Development Block Grant- Local Hazard Mitigation Plans Program Application to the General Land Office; and authorizing the County Judge to act as the County's Executive Officer and Authorized representative in all manners pertaining to the County's participation in the Community Development Block Grant -Mitigation Program. All present voted "Aye." MOTION PASSED.



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36971 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT FOR ACCESS TO DRILL AND COMPLETE A GROUNDWATER MONITOR WELL AND TO CONDUCT GROUNDWATER MONITORING BETWEEN HAYS COUNTY, TEXAS AND BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.

Brian Smith, Principal Hydrogeologist of the Barton Springs Edwards Aquifer Conservation District, stated this will help studies of the aquifer. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute an Interlocal Agreement for Access to Drill and Complete a Groundwater Monitor Well and to Conduct Groundwater Monitoring Between Hays County, Texas and Barton Springs/Edwards Aquifer Conservation District. All present voted "Aye." MOTION PASSED.

36972 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A STATEMENT OF WORK AND PARTICIPATING ADDENDUM WITH 8 X 8, INC. UTILIZING THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO) VALUEPOINT MASTER AGREEMENT RELATED TO A NEW COUNTYWIDE PHONE/COMMUNICATIONS SYSTEM.

Jack McGill, IT Director, stated that recent weather events and COVID-19 revealed the need for system updates. Roll out will depend on availability and will most likely happen in the next 2-3 months. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a Statement of Work and Participating Addendum with 8 x 8, Inc. utilizing the National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement related to a new Countywide Phone/Communications System. All present voted "Aye." MOTION PASSED.

36973 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RENEWAL SERVICE ORDER WITH GRANDE COMMUNICATIONS RELATED TO THE COUNTYWIDE FIBER CONTRACT.

Jack McGill, IT Director, stated that this will save the county money. A motion was made by Commissioner Jones, seconded by Commissioner Shell to authorize the County Judge to execute a renewal Service Order with Grande Communications related to the Countywide Fiber contract. All present voted "Aye." MOTION PASSED.

36974 DISCUSSION AND POSSIBLE ACTION RELATED TO FIRE CODE REGULATION OF PROPERTIES UNDER A DEVELOPMENT AGREEMENT WITH THE CITY OF DRIPPING SPRINGS.

Commission Smith stated for the safety of citizens, this proclamation will ensure public safety. He stated this is for projects with existing Development Agreements. A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt a Resolution related to enforcement of Fire Code in certain subdivisions. All present voted "Aye." MOTION PASSED.

36975 1:00 P.M. – WORKSHOP REGARDING A NEEDS ASSESSMENT ROADMAP AND FUNDING FOR A MENTAL HEALTH HOSPITAL. POSSIBLE ACTION MAY FOLLOW.

Judge Becerra opened the workshop at 1:04 p.m. Elaine Cardenas, County Clerk, read emailed public comments from Dr. Toni Watt, Melissa Derrick, Erica Gallardo, and Ed Kuny in support of a mental health facility in Hays County. Charles Campise, Hays County representative for the Board of the Hill Country Mental Health and Developmental Disabilities, spoke about the savings the county will have if it has its own mental facility, and asked the court to vote yes for funding a needs assessment. Tod Citron, CEO of Hill Country Mental Health and Developmental Disabilities, joined via Teams and emphasized the need for a mental health facility. Andrea Richardson, Executive Director of Bluebonnet Trails Community Services, and Landon Sturdivant, Deputy CEO of Hill Country Mental Health and Developmental Disabilities, joined via Teams and expressed support for a mental health facility. Jack Pryor, retired Army Colonel, spoke about the need for mental health services in the area for veterans that have PTSD and traumatic brain injuries. Anita Collins, Office of the Hays County Judge, gave a presentation on the mental health crisis and lack of mental health professionals in Hays County. The court had a discussion regarding the costs involved in a needs assessment and the benefits of opening a mental health facility with a Veterans Affairs wing. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to fund the research for the RFQ process with a budget not to exceed \$250,000. All present voted "Aye." MOTION PASSED.



NOVEMBER 2, 2021

Clerk's Note: Executive Session began at 12:22 p.m. and resumed back into open court at 1:04 p.m.

36976 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE POSITIONS OF THE HAYS COUNTY FIRE MARSHAL AND THE HAYS COUNTY OFFICE OF EMERGENCY SERVICES DIRECTOR; AND REGARDING STATE STATUTES ON FIRE CODE. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept the resignation of Nathan Mendenhall as the Hays County Fire Marshal. All present voted "Aye." MOTION PASSED.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to appoint Gib Watt as the interim Fire Marshal for Hays County, effective immediately; and to authorize the Director of Human Resources to implement a compensation package that places the interim Fire Marshal at the minimum of the grade for the Fire Marshal pay range. All present voted "Aye." MOTION PASSED.

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; AND REGARDING POSAC REVIEWING CRITERIA. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action taken.

36977 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE AND/OR VALUE OF REAL PROPERTY LOCATED ON OR NEAR STAGECOACH TRAIL IN SAN MARCOS, TEXAS AND WITHIN PRECINCT 3. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

Commissioner Shell stated this is to be paid from infrastructure fund. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize General Counsel to make an offer and execute a Purchase and Sale Agreement for Acquisition of property located at 120 Stagecoach Trail San Marcos, TX as discussed in Executive Session; And to authorize General Counsel to retain appraisal services during the diligence period of the contract. All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #47 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 actual capacity to 368 inmates. The jail's daily average was 629, with a peak of 636 on October 24, 2021. The estimated cost for outsourcing inmates this week was \$71,839. The average number of outsourced males is 162 and females is 11. This week's inmates were housed in the following counties: Atascosa, Blanco, Comal, Fort Bend, Guadalupe, and Red River. Judge Becerra clarified that the outsourcing of inmates is not tied to the Sheriff's job. No action taken.

Clerk's Note Agenda Item #49 RE: 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. - WAS PULLED.



NOVEMBER 2, 2021

Clerk's Note Agenda Item #50 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 #51 RE: *DISCUSSION AND POSSIBLE ACTION REGARDING FUNDING RECEIVED OR TO BE RECEIVED BY HAYS COUNTY UNDER THE AMERICAN RESCUE PLAN ACT (ARPA). – WAS PULLED.*

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 1:46 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on November 12, 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 December 31, 2021 payroll disbursements in an amount not to exceed \$4,000,000.00 effective December 31, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE

CONSENT

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Britney Richey, Hays County Treasurer

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Approve the December end of month payroll disbursements not to exceed \$4,000,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize Countywide Operations | Personal Health to purchase two (2) Dell Latitude 5520 with docking, two (2) monitors, and two (2) Adobe licenses for the two newly hired positions working under the Public Health Workforce grant.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 2021	\$3,377.42

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

Under our Public Health Workforce grant, two employees have been hired and funding is available within this grant to purchase each employee a new laptop with docking, a new monitor each, and an Adobe license each.

Attachments:

Dell Quote - Laptops
Dell Quote - Adobe



A quote for your consideration

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

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

Quote No.	3000107339748.1	Sales Rep	Chris Minchew
Total	\$1,625.35	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	Dec. 09, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jan. 08, 2022		HAYS COUNTY - AUDITORS
	Texas Department of		712 S STAGECOACH TRL STE 1071
Contract Name	Information Resources (TX		SAN MARCOS, TX 78666-6247
	DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	23048855		

Message from your Sales Rep

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

Regards,
Chris Minchew

Shipping Group

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

Product	Unit Price	Quantity	Subtotal
Targus Citylite Laptop Case	\$41.27	1	\$41.27
Dell Latitude 5520	\$1,168.29	1	\$1,168.29
Dell 27 Monitor - P2722H, 68.6cm (27")	\$245.00	1	\$245.00
Dell Dock- WD19S 90w Power Delivery - 130w AC	\$170.79	1	\$170.79

Subtotal:	\$1,625.35
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$1,625.35
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$1,625.35

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

	Quantity	Subtotal
Targus Citylite Laptop Case	1	\$41.27

Estimated delivery if purchased today:
Dec. 20, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Targus Citylite Laptop Case	A0372709	-	1	-
			Quantity	Subtotal
		\$1,168.29	1	\$1,168.29

Dell Latitude 5520

Estimated delivery if purchased today:
Dec. 27, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5520 XCTO Base	210-AYNN	-	1	-
11th Generation Intel Core i7-1165G7 (4 Core, 12M cache, base 2.8GHz, up to 4.7GHz)	379-BEHH	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
Assembly base	338-BXRY	-	1	-
I7-1165G7 Trans, Intel Iris Xe Graphics Capable, Thunderbolt	338-BXSF	-	1	-
non-vPro Manageability	631-ACTC	-	1	-
16GB, 1x16GB, DDR4 Non-ECC	370-AFVP	-	1	-
No Additional Hard Drive	401-AADF	-	1	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BKUZ	-	1	-
LCD back cover for Latitude 5520 WLAN/WWAN	320-BECJ	-	1	-
HD Camera Bezel with Mic	325-BDZF	-	1	-
15.6" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits	391-BFPM	-	1	-
Palmrest, No Security, Thunderbolt 4	346-BGVS	-	1	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHGB	-	1	-
Wireless Intel AX201 WLAN Driver	555-BGGN	-	1	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	1	-
No Mobile Broadband Card	556-BBCD	-	1	-
4 Cell 63Whr ExpressCharge™ Capable Battery	451-BCSW	-	1	-
E4 65W Type-C EPEAT Adapter	492-BCXP	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-

US Power Cord	537-BBBL	-	1	-
Quick Start Guide	340-CTXV	-	1	-
US Order	332-1286	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Custom Configuration	817-BBBB	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell Power Manager	658-BDVK	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-
Dell Optimizer	658-BEQP	-	1	-
Windows PKID Label	658-BFDQ	-	1	-
Mix Model 65W adapter + TGL CPU	340-CTZV	-	1	-
Intel(R) Core(TM) i7 non-vPro Processor Label	389-DXDV	-	1	-
No Mouse	570-AADK	-	1	-
No Resource USB Media	430-XXYG	-	1	-
ENERGY STAR Qualified	387-BBPI	-	1	-
BTO Standard Shipment (VS)	800-BBQK	-	1	-
No UPC Label	389-BCGW	-	1	-
No Removable CD/DVD Drive	429-AATO	-	1	-
5520 Laptop Bottom Door Integrated Graphics	321-BGBG	-	1	-
No AutoPilot	340-CKSZ	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	1	-
Dell Limited Hardware Warranty	997-8317	-	1	-
ProSupport: 7x24 Technical Support, 3 Years	997-8344	-	1	-
ProSupport: Next Business Day Onsite, 1 Year	997-8349	-	1	-
ProSupport: Next Business Day Onsite, 2 Year Extended	997-8354	-	1	-
No Accidental Damage Selected	981-4619	-	1	-

			Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	\$245.00	1		\$245.00

Estimated delivery if purchased today:
Dec. 30, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 27 Monitor - P2722H, 68.6cm (27")	210-BBCK	-	1	-
Dell Limited Hardware Warranty	814-5380	-	1	-
Advanced Exchange Service, 3 Years	814-5381	-	1	-
			Quantity	Subtotal

Dell Dock- WD19S 90w Power Delivery - 130w AC
Estimated delivery if purchased today:
Mar. 02, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

\$170.79

1

\$170.79

Description	SKU	Unit Price	Quantity	Subtotal
Dell Dock – WD19S 90W Power Delivery – 130w AC	210-AZBG	-	1	-
Advanced Exchange Service, 3 Years	824-3984	-	1	-
Dell Limited Hardware Warranty	824-3993	-	1	-
				<hr/>
				Subtotal: \$1,625.35
				Shipping: \$0.00
				Environmental Fee: \$0.00
				Estimated Tax: \$0.00
				<hr/>
				Total: \$1,625.35

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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



A quote for your consideration

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

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

Quote No.	3000107345778.1	Sales Rep	David Felix
Total	\$126.72	Phone	(800) 456-3355, 7236744
Customer #	9657350	Email	David_Felix@Dell.com
Quoted On	Dec. 09, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Dec. 31, 2021		HAYS COUNTY - AUDITORS
Contract Name	Texas Department of Information Resources (TX DIR)		712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		

Message from your Sales Rep

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

Regards,
David Felix

Shipping Group

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

Product	List Price	Unit Price	DOL	Quantity	Subtotal
VLA ACROBAT PRO DC FOR ENT LIC SUBS NEW MONTHLY 1 USER LGA	\$72.00	\$63.36	12.00%	2	\$126.72

Subtotal:	\$126.72
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$126.72
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$126.72

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

		Quantity	Subtotal
VLA ACROBAT PRO DC FOR ENT LIC SUBS NEW MONTHLY 1 USER LGA	\$63.36	2	\$126.72

Estimated delivery if purchased today:
Dec. 20, 2021
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
VLA ACROBAT PRO DC FOR ENT LIC SUBS NEW MONTHLY 1 USER LGA	AB913044	-	2	-

Subtotal:	\$126.72
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$126.72

Important Notes

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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve and confirm the appointment of Leia Boggs as Deputy Constable Bailiff in the Hays County Constable Precinct 1 Office, effective date December 21, 2021.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 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

Please refer to the attached bio.

DEPUTATION

THE STATE OF TEXAS COUNTY OF HAYS

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

Witness my hand, this the 21ST day of DECEMBER, 2021.

DAVID PETERSON, CONSTABLE PCT. 1
HAYS COUNTY, TEXAS

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

Given under my hand and seal of office at San Marcos, Texas, this the **21ST day of DECEMBER, 2021**.

ELAINE H. CARDENAS, HAYS COUNTY CLERK

OATH OF OFFICE

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

Subscribed and sworn to before me on this the 21ST day of DECEMBER, 2021.

DEBBIE INGALSBE,
COMMISSIONER PCT. 1
HAYS COUNTY, TEXAS

BY: _____

The State of Texas

Statement of ~~Elected~~/Appointed Officer

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

I, LEIA BOGGS, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment as a reward to secure my appointment or confirmation so help me God.

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

Date: **DECEMBER 21ST, 2021**

Affiant's Signature

DEPUTY CONSTABLE PCT. 1

Position to which Appointed

HAYS COUNTY, TEXAS

SWORN to and subscribed before me by Affiant on this the 21st day of December, 2021.

Signature of Person Administering Oath

Printed Name: **DEBBIE INGALSBE**

Title: **COMMISSIONER PCT. 1**
HAYS COUNTY, TEXAS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of a commitment of funds letter to the Texas Department of Emergency Management, Hazard Mitigation Grant Program, for the Hays County Hazard Mitigation Plan Update Project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 2021	\$40,000.00

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This grant application is for the Hays County Hazard Mitigation Plan update was submitted to TDEM on November 5, 2020. The HMGP program will contribute up to 75% of the total project cost and the county will provide up to 25% of the total cost. The County will be applying for matching funds through the General Land Office Local Hazard Mitigation Plans Program.

Total Project Cost: \$160,000.00

Federal Share: \$120,000.00

County Match: \$40,000.00 (county match may be funded with GLO dollars).



December 21, 2021

Texas Department of Emergency Management
Hazard Mitigation Grant Program
FEMA-DR-4586

RE: Hazard Mitigation Grant Program Commitment of Funds

Hays County is seeking funding through the Hazard Mitigation Grant Program to update the existing local multi-jurisdictional, multi-hazard mitigation plan. It is recognized that this program involves both federal and local funding, with a 75% federal share and a required local match of 25%.

The County anticipates applying for funding through the General Land Office (GLO), Local Hazard Mitigation Plans Program, to cover the 25% matching funds requirement. In the event the county is not awarded the matching funds through the GLO, I hereby certify that Hays County, in conjunction with partnering jurisdictions, will meet the 25% cost share for the update to the Hays County Hazard Mitigation Plan.

Sincerely,

The Honorable 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 execution of the FY 2022 Grant Agreement with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDETF), Operation Carrera de Tortugas, and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 2021	None

LINE ITEM NUMBER

001-618-99-069

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

The Sheriff's Office has received funding from the Drug Enforcement Administration to offset overtime costs for the deputy assigned to the OCDETF Program, specifically Operation Carrera de Tortugas. No county match is required.

Attachment: OCDETF SW-TXW-0967

Budget Amendment

Increase Intergovernmental Revenue .4301 - \$3,000

Increase Overtime Compensation .5302 - \$3,000

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2022 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 097494884
Federal Tax Identification #: 74-6002241

EXO USE Only
DCN: Y-32-

Amount Requested: <small>Amount requested should match the amount calculated on the Initial Funding Form, Page 2.</small>
\$ 3,000.00
Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative Number: SW- TXW-0967
Operation Name: Carrera de Tortugas

From: October 1, 2021 <small>Beginning Date of Agreement</small>
To: September 30, 2022 <small>Ending Date of Agreement</small>

Federal Agency Investigations: Number: M8-21-0017

State or Local Organization
Narcotics Supervisor: Lt Joe Faulkner
Telephone Number: (512) 738-1020
E-mail Address: joe.faulkner@co.hays.tx.us

Rural Designation
Rural* Y <input type="checkbox"/> N <input checked="" type="checkbox"/>
Operation
Zip Code(s): 78613, 78602, 78641, 78611

State or Local Organization Name: Hays County Sheriff's Office
Address to receive OCDETF paperwork (no PO Boxes): Attention:** Vicki Dorsett
1307 Uhland Road
San Marcos, Texas 78666

Sponsoring Federal Agency(ies): DEA
--

Sponsoring Federal Agency Group/Squad Supervisor: GS Dwayne Crawley
Telephone Number: (571) 324-8033
E-mail Address: dwayne.t.crawley@dea.gov

Please provide the name, telephone number, and email address for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Vickie Dorsett
Telephone Number: (512) 393-2275
E-mail Address: vickie.dorsett@co.hays.tx.us

Agreement (FY22), Page 1

*This agreement can be classified as rural if the state & local agency's operating address or the location of the investigation produces a "Yes" response to both the CMS and FORHP Programs on the following website - <https://www.ruralhealthinfo.org/am-i-rural>. **NOTE** - ONLY include one zip code in the Rural designation box if case is classified as Rural.

**Include the name of the person the form should be mailed to.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2022 Agreement Initial Funding Form
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: SW- TXW-0967

Amount Requested: \$ 3,000.00

This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

☒ Surveillance ☒ Takedown ☒ Trial/Court ☒ Wire: ☐ Approved ☐ Pending ☐ Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount: *(Required)*

Average Officer Overtime Rate:

\$ 46.08

Estimated overtime hours for your active investigation plan, from the agreement start date:

65.00

Prior year agreement spending, if any:

\$ 0.00

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

Hays County Sheriff's Office supplies investigative support and surveillance units for case work and wiretap investigations. They also provide manpower support for the monitoring of the wire intercepts, surveillance and take-downs in addition to preparation for trial.

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2022.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than five (5) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the “full-time” expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers’ timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____
Authorized State or Local Official Title Date

Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC
INITIATIVE PROGRAMS

State or Local Organization: Hays County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: SW- TXW-0967

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1. Michael Bishop	Deputy / TFO	10/9/79
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

OCDETF Officer Form (Continued)

State or Local Organization: Hays County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: SW- TXW-0967

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
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Addendum A

Definition of “Full-Time Participation” Exemption

The Southwest Region Coordination Group State and Local OVERTIME POLICY

For purposes of reimbursing OCDETF overtime claims, the following applies:

- 1. Work 40 hours per week on a single OCDETF investigation or multiple OCDETF investigations; or**
- 2. If the officer/agent is not assigned full time to a task force working exclusively OCDETF investigations, then the officer/agent is required to work 8 hours regular time in a given day toward the OCDETF investigation before claiming any overtime; or**
- 3. To accommodate exigent unforeseen circumstances when effective management of dedicated resources cannot handle a particular enforcement action, overtime hours incurred may be reimbursed without the officer/agent having worked an 8 hour shift dedicated to the investigation, provided that the officer/agent is diverted from normal shift work to accommodate the need at the request of a supervisor of a federal agency.**

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforeseen exigent circumstances, that is, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with 1 or 2 above. Under no circumstances will more than 24 overtime hours per month per state/local entity be reimbursed under this provision. The federal agency supervising the enforcement action should notify the appropriate Regional Coordinator of the enforcement action and overtime hours incurred by the State and Local Department(s) promptly.

Exemptions will be considered on a case by case basis per individual incident. All approvals are subjected to the availability of funds.

A written justification for any waiver request where no regular hours were worked, under exceptions #2 and #3, must be attached to each effected claim for reimbursement.

Any Other Exceptions or Justifications

This form should not be altered. No additional exceptions will be approved without written approval from Regional Coordinator.

Addendum B

Identification of Additional Policy Requirements

TO STATE AND LOCAL OVERTIME AGREEMENT STRATEGIC INITIATIVE FUNDING REQUEST

Note: The following ONLY pertains to Strategic Initiative Funding Requests, which will be extremely limited in FY22.

State and Local agencies acknowledge that all proposed expenditures requested under State and Local Overtime funds are conditioned upon the Southwest Regional Coordination Group (RCG) approval concurrent with any pre-approval process by the OCDETF Executive Office before funding is initiated.

Furthermore, the requesting State and Local agencies acknowledge that any approval process from the State and Local Overtime funds are considered reimbursable expenditures. Any State and Local agency seeking Strategic Initiative Funding should initially contact the federal agency point of contact. The federal agency point of contact will coordinate further responses with the RCG.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of the FY 2022 Grant Agreement with the U.S. Department of Justice, Drug Enforcement Administration for overtime reimbursements related to the Sheriff's Office Organized Crime Drug Enforcement Task Force (OCDETF), Operation Catracho Pijin, and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 2021	None

LINE ITEM NUMBER

001-618-99-069

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

The Sheriff's Office has received funding from the Drug Enforcement Administration to offset overtime costs for the deputy assigned to the OCDETF Program, specifically Operation Catracho Pijin. No county match is required.

Attachment: OCDETF SW-TXW-0947

Budget Amendment

Increase Intergovernmental Revenue .4301 - \$2,000

Increase Overtime Compensation .5302 - \$2,000

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2022 Agreement
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

DUNS #: 097494884
Federal Tax Identification #: 74-6002241

EXO USE Only
DCN: Y-32-

Amount Requested: <small>Amount requested should match the amount calculated on the Initial Funding Form, Page 2.</small>
\$ 2,000.00
Number of Officers Listed: <u>1</u>

OCDETF Investigation / Strategic Initiative Number: <u>SW- TXW-0947</u>
Operation Name: <u>Catracho Pijin</u>

From: <u>October 1, 2021</u> <small>Beginning Date of Agreement</small>
To: <u>September 30, 2022</u> <small>Ending Date of Agreement</small>

Federal Agency Investigations: Number: <u>M8-21-0008</u>

State or Local Organization
Narcotics Supervisor: <u>Lt Joe Faulkner</u>
Telephone Number: <u>(512) 738-1020</u>
E-mail Address: <u>joe.faulkner@co.hays.tx.us</u>

Rural Designation
Rural* Y <input type="checkbox"/> N <input checked="" type="checkbox"/>
Operation Zip Code(s): <u>78613, 78602, 78641, 78611</u>

State or Local Organization Name: <u>Hays County Sheriff's Office</u>
Address to receive OCDETF paperwork (no PO Boxes): Attention:** <u>Vicki Dorsett</u> <u>1307 Uhland Road</u> <u>San Marcos, Texas 78666</u>

Sponsoring Federal Agency(ies): <u>DEA</u>

Sponsoring Federal Agency Group/Squad Supervisor: <u>GS Dwayne Crawley</u>
Telephone Number: <u>(571) 324-8033</u>
E-mail Address: <u>dwayne.t.crawley@dea.gov</u>

Please provide the name, telephone number, and email address for the **financial staff person at the State or Local Organization, who is directly responsible for the billing on the Reimbursement Request:**

Name: Vickie Dorsett
Telephone Number: (512) 393-2275
E-mail Address: vickie.dorsett@co.hays.tx.us

Agreement (FY22), Page 1

*This agreement can be classified as rural if the state & local agency's operating address or the location of the investigation produces a "Yes" response to both the CMS and FORHP Programs on the following website - <https://www.ruralhealthinfo.org/am-i-rural>. **NOTE** - ONLY include one zip code in the Rural designation box if case is classified as Rural.

**Include the name of the person the form should be mailed to.

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
FY 2022 Agreement Initial Funding Form
FOR THE USE OF THE STATE OR LOCAL
OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

OCDETF Case #: SW- TXW-0947

Amount Requested: \$ 2,000.00

This amount should be entered on Page 1 of the Reimbursable Agreement.

Please note: The amount requested should cover your active investigation plan from the agreement start date. Proactive funding analysis will be conducted to determine the need for additional funds throughout the life of the agreement.

Agreement Activity: *(Please check all that apply)*

☒ Surveillance ☒ Takedown ☒ Trial/Court ☒ Wire: ☐ Approved ☐ Pending ☐ Other

If Other, please describe the type of investigative activity the State & Local Agency will be participating in:

Factors to Consider when Determining the Initial Agreement Amount: *(Required)*

Average Officer Overtime Rate:

\$ 46.08

Estimated overtime hours for your active investigation plan, from the agreement start date:

43.00

Prior year agreement spending, if any:

\$ 0.00

Please provide a brief explanation on how the initial funding amount was determined, if other factors were considered:

Hays County Sheriff's Office supplies investigative support and surveillance units for case work and wiretap investigations. They also provide manpower support for the monitoring of the wire intercepts, surveillance and take-downs in addition to preparation for trial.

This Agreement is between the above named State or Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Organization official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Director, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2022.
2. No individual Agreement with a State or Local organization may exceed \$25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Director to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than five (5) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Director or designee for the region and sent to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Organization indicates that it is no longer performing work under a particular Agreement, the State or Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.
5. The State or Local Law Enforcement Organization agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.
8. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State or Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.
10. Officers assigned to OCDETF Investigations or Strategic Initiatives should work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the “full-time” expectation, a Law Enforcement officer should work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Organization must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Organization for a limited amount of those overtime costs.] The Organization is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
11. It is the responsibility of the State or Local Organization to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers’ timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State or Local official.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.

13. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Organization is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local Organization charge any indirect costs for the administration or implementation of this Agreement.
16. The State or Local Organization shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local Organization shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Organizations from receiving OCDETF funding in the future.
18. The State or Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.
21. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Director or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Organizations are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.
23. Restrictions: Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State or Local agency include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

Each Agreement must be approved and signed by a State or Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement officers to the OCDETF Investigation or Strategic Initiative.

Approved By: _____
Authorized State or Local Official Title Date

Print Name

Approved By: _____
Sponsoring Federal Agency Special Agent in Charge or Designee Date

Print Name

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved By: _____
Assistant United States Attorney Regional OCDETF Director/Program Specialist Date

Funds are encumbered for the State or Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: _____
OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC
INITIATIVE PROGRAMS

State or Local Organization: Hays County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: SW- TXW-0947

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1. Michael Bishop	Deputy / TFO	10/9/79
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

OCDETF Officer Form (Continued)

State or Local Organization: Hays County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: SW- TXW-0947

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
11.		
12.		
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31.		
32.		

Addendum A

Definition of “Full-Time Participation” Exemption

The Southwest Region Coordination Group State and Local OVERTIME POLICY

For purposes of reimbursing OCDETF overtime claims, the following applies:

- 1. Work 40 hours per week on a single OCDETF investigation or multiple OCDETF investigations; or**
- 2. If the officer/agent is not assigned full time to a task force working exclusively OCDETF investigations, then the officer/agent is required to work 8 hours regular time in a given day toward the OCDETF investigation before claiming any overtime; or**
- 3. To accommodate exigent unforeseen circumstances when effective management of dedicated resources cannot handle a particular enforcement action, overtime hours incurred may be reimbursed without the officer/agent having worked an 8 hour shift dedicated to the investigation, provided that the officer/agent is diverted from normal shift work to accommodate the need at the request of a supervisor of a federal agency.**

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforeseen exigent circumstances, that is, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with 1 or 2 above. Under no circumstances will more than 24 overtime hours per month per state/local entity be reimbursed under this provision. The federal agency supervising the enforcement action should notify the appropriate Regional Coordinator of the enforcement action and overtime hours incurred by the State and Local Department(s) promptly.

Exemptions will be considered on a case by case basis per individual incident. All approvals are subjected to the availability of funds.

A written justification for any waiver request where no regular hours were worked, under exceptions #2 and #3, must be attached to each effected claim for reimbursement.

Any Other Exceptions or Justifications

This form should not be altered. No additional exceptions will be approved without written approval from Regional Coordinator.

Addendum B

Identification of Additional Policy Requirements

TO STATE AND LOCAL OVERTIME AGREEMENT STRATEGIC INITIATIVE FUNDING REQUEST

Note: The following ONLY pertains to Strategic Initiative Funding Requests, which will be extremely limited in FY22.

State and Local agencies acknowledge that all proposed expenditures requested under State and Local Overtime funds are conditioned upon the Southwest Regional Coordination Group (RCG) approval concurrent with any pre-approval process by the OCDEF Executive Office before funding is initiated.

Furthermore, the requesting State and Local agencies acknowledge that any approval process from the State and Local Overtime funds are considered reimbursable expenditures. Any State and Local agency seeking Strategic Initiative Funding should initially contact the federal agency point of contact. The federal agency point of contact will coordinate further responses with the RCG.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to use salary savings for professional wellness services with Tania Glenn & Associates, PA and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 2021	\$5,000

LINE ITEM NUMBER

001-618-00]
001-618-03]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

In January 2021, the court approved a professional services agreement with Tania Glenn & Associates, PA, to provide support and training, including assessments and other therapies with First Responders employed by Hays County after and as a result of critical incidents. Due to guideline changes, the United Healthcare Wellness Fund can no longer support these expenses. The Sheriff's Office finds the service beneficial to its employees and would like to continue services. The S.O. is requesting to utilize \$5,000 from salary savings for contract services.

Budget Amendment

Decrease Salaries 00.5201 (\$2,500)

Increase Contract Services 00.5448 \$2,500

Decrease Salaries 03.5201 (\$2,500)

Increase Contract Services 03.5448 \$2,500

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Amend the Jail's Operating budget for HVAC repairs in which insurance proceeds were received.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 2021	\$13,057.00

LINE ITEM NUMBER

001-618-03]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Jail received insurance proceeds totaling \$13,057 and is requesting to add the funds to the Building Maintenance & Repair general ledger for repairs. Proceeds are the result of air conditioning units struck by lightning during a storm in October.

Budget Amendment
Increase Building Maintenance & Repair 001-618-03.5451
Increase Compensation for Loss 001-618-03.4680

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve extension of RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 90 days (March 31, 2022) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 2021	\$15,000

LINE ITEM NUMBER

001-620-00.5310

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Britney Richey	BECERRA	N/A

SUMMARY

The four (4) year contract for Bank Depository expired on May 31, 2020. A new solicitation was issued on April 21, 2020 (RFP 2020-P010) and the County received one response. After review from the committee, the committee recommended to reject the proposal. On July 13, 2021 Commissioners Court approved to reject the proposal.

The Treasurer is currently working on developing a scope of work that better meets the needs of the County for a new solicitation. The Treasurer is requesting a seventh extension with Sage Bank through March 31, 2022 to allow Hays County to resolicit and secure a new contract.



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

December 14, 2021

Sage Capital Bank, N.A.
Gonzales, TX 78629


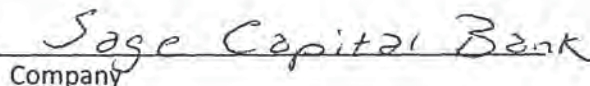
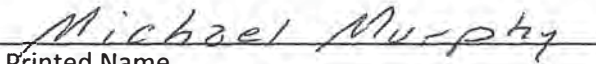
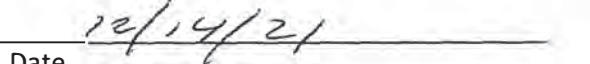
RE: Contract Extension

The contract extension for Bank Depository, RFP 2016-P06 expires on December 31, 2021 and has no renewal options. Hays County would like to temporarily extend the current contract extension for a period not to exceed 90 days while a new contract is secured. This contract extension will be with the following conditions: Sage Bank will not pay any interest on the accounts, Pledged securities will be by Federal Home Loan Bank letter of credit to sufficiently collateralize all existing and expected deposits during tax season and the County will pay for the letter of credit fee, and Sage bank will assess a \$5,000.00 monthly service charge. This extension will expire upon the execution of a new contract pursuant to a new contract or on March 31, 2022, whichever comes first.

If you are in agreement with the terms of this contract extension, please acknowledge below and email a signed copy to purchasing@co.hays.tx.us and return original to the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

 Signature	 Company
 Printed Name	 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

Approve the reappointment of Chris Baker to the board of Emergency Services District (ESD) #9, two year term ending December 31, 2023.

ITEM TYPE

CONSENT

MEETING DATE

December 21, 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

Chris Baker has agreed to serve for another two-year term.

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 Beth Smith to the board of Emergency Services District (ESD) #5, two year term ending December 31, 2023.

ITEM TYPE

CONSENT

MEETING DATE

December 21, 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

Beth Smith has agreed to serve for another two-year term.

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

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

SMITH

CO-SPONSOR

INGALSBE

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2021-5216-UTL	Creek Road (Overhead)	Frontier (Communications)
TRN-2021-5217-UTL	Sawyer Ranch Road (Trench & Bore)	Qro Mex (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 12/1/2021 .

Utility Company Information:

Name: Frontier Communications

Address: TX

Phone:

Contact Name: James Carter

Engineer / Contractor Information:

Name: Housley Communications

Address: PO Box 2899 San Angelo TX 76902

Phone: 3259449905

Contact Name: Matt Housley

Hays County Information:

Utility Permit Number: TRN-2021-5216-UTL

Type of Utility Service: Copper Cable

Project Description:

Road Name(s): Creek Rd, , , , , ,

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".

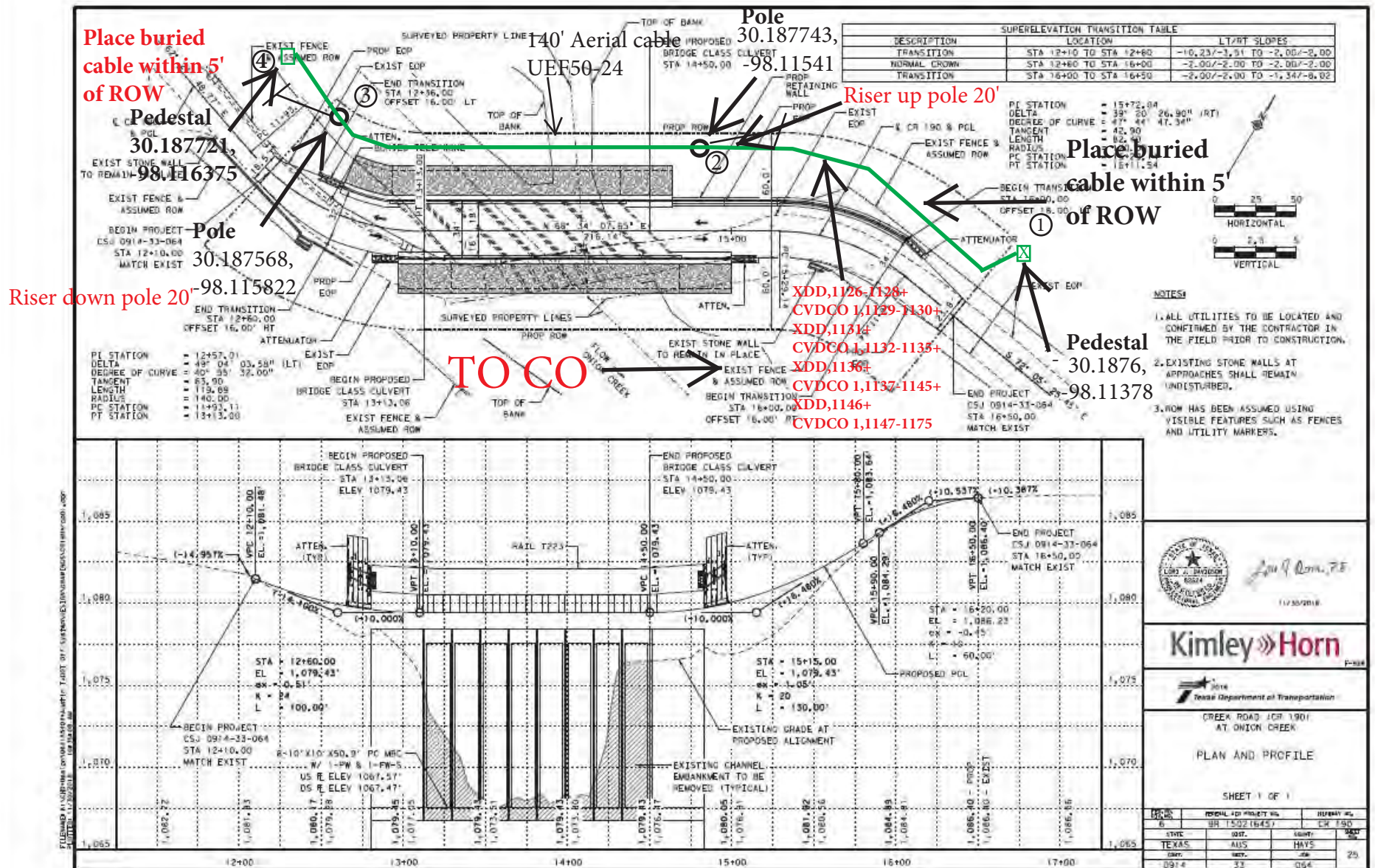
Engineering Technician

12/15/2021

Signature

Title

Date



NOTE: SOME ROADS OMITTED FOR CLARITY



UNKNOWN PED

TO COUNTY RD 189

30.187818,-98.115119

CREEK RD(COUNTY RD 190)

TO US-290

UNKNOWN PED

PROPOSED BURIED FIBER

 EXISTING PED

UNITS / ACCT CODES[illegible]

REVISIONS



LOCATION MAP

CR 190

PROJECT NUMBER: 5282777		C.O. AREA: DRIPPING SPRINGS
DRAWN DATE: 4/2/2021		EXCH. CODE: 000000
ENGR: SQUAN	CNTY: HAYS	
PHONE: 301-932-9800	FILE: DRIPPING SPRINGS CREEK RD	
SCALE:	DWG 1 OF 1	
TWNSHP:	RING:	SEC:

1

PERMIT DRAWING



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 12/6/2021 .

Utility Company Information:

Name: Qro Mex Construction Co., Inc.

Address: 2801 Prairie Creek Rd. Granite Shoals TX

Phone:

Contact Name: Gualberto Rubio

Engineer / Contractor Information:

Name: Qro Mex Construction Co., Inc.

Address: 2801 Prairie Creek Rd. Granite Shoals 78654

Phone:

Contact Name: Gualberto Rubio

Hays County Information:

Utility Permit Number: TRN-2021-5217-UTL

Type of Utility Service: Water Main

Project Description:

Road Name(s): Sawyer Ranch Road, , , , , ,

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

12/15/2021

Signature

Title

Date

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

CONSTRUCTION PLANS FOR SAWYER RANCH 1340 CONVERSION WATER MAIN HAYS COUNTY, TEXAS

NOTES

1. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN APPROVING THESE PLANS, THE CITY OF DRIPPING SPRINGS AND HAYS COUNTY MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
2. THIS PROJECT IS LOCATED WITHIN THE CITY OF DRIPPING SPRINGS EXTRAJURISDICTIONAL JURISDICTION.
3. THIS PROJECT IS LOCATED IN THE BEAR CREEK AND ONION CREEK WATERSHEDS WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.
4. NO PORTION OF THIS PROJECT LIES WITHIN THE BOUNDARIES OF THE 100-YEAR FLOODPLAIN ZONE "A" AS Delineated ON HAYS COUNTY FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NOS. 4029021020F, 4820921020F, AND 4820921020F, ALL EFFECTIVE SEPTEMBER 2, 2005.
5. THESE PLANS ARE NOT TO BE CONSIDERED FINAL FOR CONSTRUCTION UNTIL APPROVED BY CITY OF DRIPPING SPRINGS AND HAYS COUNTY. CHANGES MAY BE REQUIRED PRIOR TO APPROVAL.
6. SEVENTY-TWO (72) HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION, THE DEVELOPER SHALL ARRANGE A PRE-CONSTRUCTION CONFERENCE WITH ALL PERTINENT PARTIES.
7. ALL HOLES, TRENCHES AND OTHER HAZARDOUS AREAS SHALL BE ADEQUATELY PROTECTED BY BARRICADES, FENCING, LIGHTS AND/OR OTHER PROTECTIVE DEVICES AT ALL TIMES.
8. LEGAL DESCRIPTION:
 - 4.58 ACRES WITHIN SAWYER RANCH ROAD SOUTH OF US 290 W., HAYS COUNTY, TEXAS
 - 25' PUBLIC UTILITY AND ACCESS EASEMENT DEDICATED BY PLAT, SAWYER RANCH SUBDIVISION, SECTION 1, BLOCK A LOT 4, CADDIS, PAGES 30-37 H.C.P.R.
 - 25' PUBLIC UTILITY AND ACCESS EASEMENT DEDICATED BY PLAT, SAWYER RANCH SUBDIVISION, SECTION 2, BLOCK A LOT 5, VOLUME 9, PAGES 157 H.C.P.R.
 - LOT 9, BLOCK A, SAWYER RANCH SUBDIVISION, SECTION 2 VOLUME 9, PAGE 157 H.C.P.R.
9. TO ALL CONTRACTORS: SEE GENERAL CONSTRUCTION NOTES ON SHEET 3 & 3.



SITE LOCATION MAP

MAPSHEET NO. 4820921020F, 4820921020F, 4820921020F
 (SHEET # 4820921020F, 4820921020F, 4820921020F)
 PLAN ON WATER SYSTEMS SHOW AREA, ACTS
 ACTS, MPIS

OWNER

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
 13215 BEE CAVE PARKWAY
 BUILDING D, SUITE 110
 BEE CAVE, TEXAS 78738
 PH: (512) 327-0100

SURVEYOR

CAPITAL SURVEYING COMPANY, INC.
 926 CAPITAL OF TEXAS HIGHWAY SOUTH
 SUITE 10-119
 AUSTIN, TEXAS 78748
 PH: (512) 327-4008

ENGINEER

MURFEE ENGINEERING COMPANY, INC.
 1101 CAPITAL OF TEXAS HIGHWAY SOUTH
 BUILDING D, SUITE 110
 AUSTIN, TEXAS 78748
 PH: (512) 327-8554

Number	Sheet Index
	Title
1	COVER SHEET
2	GENERAL NOTES 1
3	GENERAL NOTES 2 AND GENERAL PROJECT LAYOUT
4	EROSION AND SEDIMENTATION CONTROL PLAN 1
5	EROSION AND SEDIMENTATION CONTROL PLAN 2
6	EROSION AND SEDIMENTATION CONTROL PLAN 3
7	WATERLINE 'A' PLAN & PROFILE BEGIN TO STA. 19+00.00
8	WATERLINE 'A' PLAN & PROFILE STA. 19+00.00 TO STA. 19+00.00
9	WATERLINE 'A' PLAN & PROFILE STA. 19+00.00 TO STA. 20+00.00
10	WATERLINE 'A' PLAN & PROFILE STA. 20+00.00 TO STA. 20+00.00
11	WATERLINE 'A' PLAN & PROFILE STA. 20+00.00 TO STA. 49+00.00
12	WATERLINE 'A' PLAN & PROFILE STA. 49+00.00 TO END
13	WATERLINE 'W' PLAN & PROFILE
14	GENERAL DETAILS 1
15	GENERAL DETAILS 2
16	TKDOT DETAIL TQ1

WATERLINE NOTES

1. THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY ("WTCPUA") IS THE RETAIL WATER PROVIDER.
2. WTCPUA DOES NOT GUARANTEE FIRE FLOW.
3. A WTCPUA REPRESENTATIVE MUST BE PRESENT AT THE TIME OF CONNECTION TO THE EXISTING SYSTEM.
4. ALL WATER AND WASTEWATER INFRASTRUCTURE SHALL BE CONSTRUCTED IN ACCORDANCE WITH CITY OF AUSTIN WATER AND WASTEWATER CONSTRUCTION SPECIFICATIONS AND WITH MATERIALS FROM THE CURRENT APPROVED CITY OF AUSTIN STANDARD PRODUCTS LIST (DPL).
5. PROJECT INCLUDES 6,150.00 OF 8" DIP WATER MAIN.

WTC PUBLIC UTILITY AGENCY
 SAWYER RANCH 1340 CONVERSION WATER MAIN
 CITY OF DRIPPING SPRINGS PERMIT # 512-1441-00007
 HAYS COUNTY PERMIT #

SUBMITTED FOR APPROVAL BY:
 MURFEE ENGINEERING COMPANY, INC.

Signature
 REGISTERED PROFESSIONAL ENGINEER

DATE

Signature
 WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

DATE

Signature
 CITY ADMINISTRATION, CITY OF DRIPPING SPRINGS

DATE

Signature
 CITY ENGINEER, CITY OF DRIPPING SPRINGS
 CITY OF DRIPPING SPRINGS DEVELOPMENT PERMIT # 20201-0003

DATE

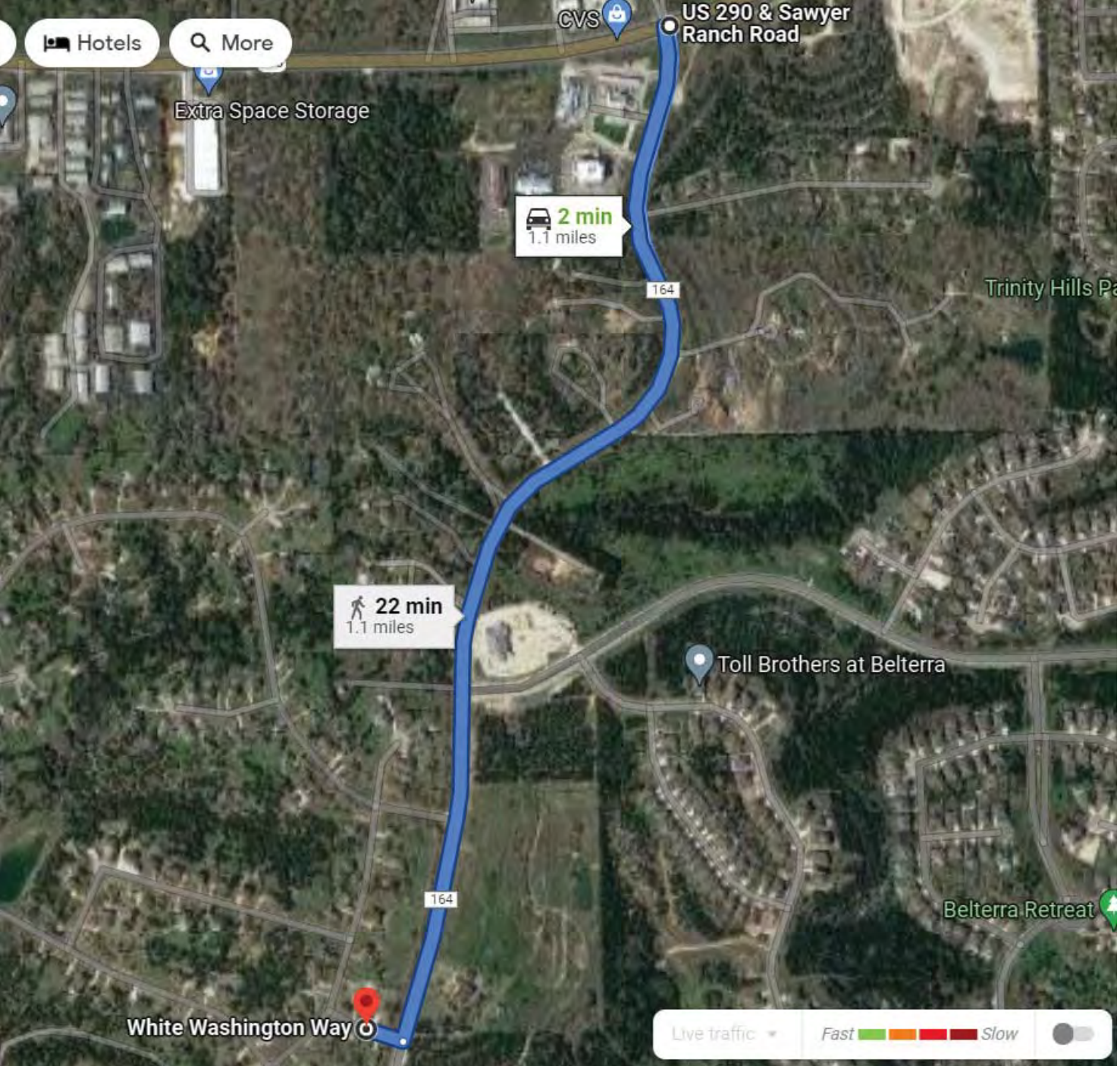
Signature
 HAYS COUNTY

DATE

NO.	VALUING MODIFICATIONS	BDJ	7/2/21		
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

SUBMITTAL DATE: MARCH 3, 2021

	1101 CAPITAL OF TEXAS HIGHWAY SOUTH
	BUILDING D, SUITE 110
	AUSTIN, TEXAS 78748
	(512) 327-8204
MURFEE ENGINEERING COMPANY	TEXAS REGISTERED ENGINEERING FIRM F-353



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a First Amended and Restated Interlocal Cooperative Agreement between Hays County, the Wimberley Independent School District, and the Hays County Constable, Precinct 3 related to traffic-related law enforcement services.

ITEM TYPE

CONSENT

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

MONTAGUE

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

This amendment, effective October 1, 2021, adds additional employees/hours to perform such traffic-related law enforcement services within the school zones of Wimberley ISD. The Constable's Office will now be providing a full-time employee and a part-time employee to perform the services. WISD fully funds these positions.

FIRST AMENDED AND RESTATED INTERLOCAL COOPERATIVE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

This Interlocal Cooperative Agreement (Agreement) is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the **County of Hays** (the "County"), the Wimberley Independent School District (the "WISD"), and **Hays County Constable, Precinct 3**, (the "Constable"). The County, WISD, and the Constable are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, WISD desires assistance from the Constable in the area of traffic control and traffic enforcement in order to enhance public safety for its citizens; and

WHEREAS, by way of this Agreement the Constable has the legal authority to enforce traffic regulations; and

WHEREAS, the County, the Constable and WISD desire to enter into this Agreement authorizing the Constable to provide the enforcement of traffic regulations in and around the school zones of Jacob's Well Elementary School, Blue Hole Primary School, Danforth Junior High School, and Wimberley High School;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. Constable's Rights and Duties.

- 1.1 The Constable hereby agrees to provide one (1) full-time employee (not-to-exceed forty (40) hours per week) and one (1) part-time employee (not to exceed twenty (20) hours per week) to provide traffic related law-enforcement services within the school zones of the WISD campus of Jacob's Well Elementary School located at 3470 FM 2325, Wimberley, Texas 78676, Blue Hole Primary School located at 15900 Winters Mill Parkway, Wimberley, Texas 78676, Danforth Junior High School located at 200 Texas Boulevard, Wimberley, Texas 78676, and Wimberley High School located at 100 Carney Lane, Wimberley, Texas 78676.
- 1.2 The Constable hereby agrees to make the full-time and part-time employees available Monday through Friday during the school year to direct and control traffic before school begins in the mornings and after school ends in the afternoons at the above-mentioned schools.

- 1.3 Any traffic citations issued by the Constable shall be filed and adjudicated in the Precinct 3 Justice of the Peace Court in the same manner as any Class C Misdemeanor that comes before that Court. Any fine collected shall be deposited into the General Fund of Hays County.
- 1.4 The parties hereby acknowledge that the Constable's Office has limited resources and equipment with which to regulate traffic laws. The Constable agrees to patrol, investigate, file complaints, assist in prosecution, and do all things normally and customarily done in the normal traffic regulation law enforcement work performed by his office.
- 1.5 **NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE CONSTABLE IN THE EXECUTION OF HIS DUTIES. IT IS FOR THE CONSTABLE OR HIS DEPUTIES, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE LAW ENFORCEMENT EFFORTS OF THE CONSTABLE'S OFFICE SHOULD BE ALLOCATED THROUGHOUT PRECINCT 3 IN HAYS COUNTY.**

Article 2. WISD'S Rights and Duties.

- 2.1 WISD hereby designates the Constable and his deputies as traffic officers and agents of WISD when enforcing traffic regulations within the school zones of Jacob's Well Elementary School, Blue Hole Primary School, Danforth Junior High School, and Wimberley High School.
- 2.2 WISD agrees to pay per quarter for services rendered by the Constable pursuant to this Agreement, calculated in accordance with the itemization of costs of providing the required services set forth in Exhibit "A" which is attached hereto and made a part hereof. Services will be provided during the regular school year generally beginning in August and ending in May, and upon the request of the WISD, during the summer months of June and July. Payment for services shall be on a quarterly basis, with the regular school year representing the first three (3) quarters of this Agreement, and with the summer months representing the last quarter of this Agreement.
- 2.3 In addition, WISD will be responsible for any overtime charges associated with the provision of services under this Agreement in accordance with the rates set forth in Exhibit "A".
- 2.4 The County shall invoice WISD quarterly for the services rendered and the WISD shall pay the County for the services rendered within thirty (30) days of the date the invoice is received by WISD.
- 2.6 The Parties acknowledge that the cost to the County of providing the services described herein may change over time. Hence, the Parties agree that the County may change the monthly compensation rates stated in this Article 2 by giving WISD a written Notice of Rate Change delivered in accordance with Article 6 at least sixty (60) days prior to the

effective date of the rate change. Such Notice of Rate Change shall include an itemization of costs as set forth in Exhibit "A". If WISD does not desire to continue to receive services at the rates stated in the Notice of Rate Change, it may terminate this Agreement prior to the effective date of the rate change by giving the County written notice delivered in accordance with Article 6. If WISD does not terminate this Agreement, WISD will be deemed to have accepted the rate change and shall pay the rates stated in the Notice of Rate Change for any services provided by the Constable pursuant to this Agreement on or after the effective date of the rate change.

Article 3. Administration.

The Constable will be responsible for administering this Agreement and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the County is the Constable, or his designee, and the contact person and representative for WISD is Moises Santiago via moises.santiago@wimberleyisd.net.

Article 4. Term of Agreement and Renewal.

- 1.1 Initial Term. The Initial Term of this Agreement shall commence on October 1, 2021, and shall continue in full force and effect through September 30, 2022, unless sooner terminated by either party in accordance with this Agreement.
- 1.2 Renewal Terms. Subject to continued funding, this Agreement shall thereafter automatically renew each October for subsequent one (1) year periods.
- 1.3 Termination. Either party may terminate this Agreement for any reason by giving the other party written notice at least thirty (30) days prior to the effective date of termination.
- 1.4 Each party paying for the performance of governmental functions under this Agreement shall make those payments from current revenues available to the paying party.

Article 5. Miscellaneous.

This is the entire agreement between the County, the Constable, and the WISD. No other agreements, statements, or promises relating to the subject matter of this agreement which are not contained herein shall be valid or binding. This agreement may not be amended, except in writing signed by both parties. NO OFFICIAL, AGENT, EMPLOYEE, OR REPRESENTATIVE OF HAYS COUNTY HAS ANY AUTHORITY TO ALTER, AMEND, OR MODIFY THE TERMS OF THIS AGREEMENT, EXCEPT IN ACCORDANCE WITH SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

Article 6. Notice.

Any notice provided for under this Agreement shall be forwarded to the following addresses:

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

Wimberley Independent School District
Superintendent
951 FM 2325
Wimberley, Texas 78676

Hays County Constable
Constable, Precinct #3
P.O. Box 1316
Wimberley, Texas 78676

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereby execute in duplicate and attest this Agreement to be in full force and effect as of October 1, 2021 as evidenced by the signatures set forth below.

Hays County, Texas

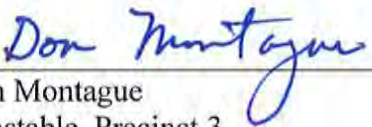
Ruben Becerra
County Judge

Date: _____

Attest:

Elaine Cardenas
Hays County Clerk

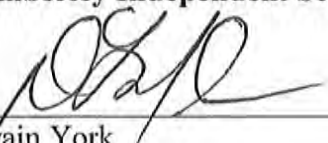
Hays County Constable:



Don Montague
Constable, Precinct 3

Date: 12-15-21

Wimberley Independent School District:



Dwain York
Superintendent

Date: 12/14/21

EXHIBIT "A"

**Constable Precinct 3 Office
Wimberley ISD Traffic Reinforcement Officers
MBS 5**

	<u>1 - FTE</u>	<u>1 - PTE</u>	<u>Total</u>
Base Salary	63,899	31,950	95,849
Fringe	13,936	6,968	20,905
Insurances	11,803	5,902	17,705
Vehicle Usage	<u>2,500</u>	<u>1,250</u>	<u>3,750</u>
Annualized Cost	92,138	46,069	138,208

The rates depicted in this Exhibit may change from year to year, in accordance with the Hays County Collective Bargaining Agreement. If such rate change occurs, the County shall provide notice as referenced in Article 2 of this Agreement.

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 a budget amendment to the St. David's COVID-19 Vaccine Distribution and Administration Support Grant.

ITEM TYPE

CONSENT

MEETING DATE

December 21, 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

SHELL

CO-SPONSOR

N/A

SUMMARY

The original budget for the St. David's COVID-19 Vaccine Distribution and Administration Support Grant included costs associated with personnel and direct costs that were originally intended for COVID-19 vaccination clinics. The request will move \$77,922.00 from personnel into direct costs to allow 100% of the budget to be allocated for the purchase of a mobile vaccination van.

Attachments:

Budget Amendment Template

**St. David's Foundation
Intended Use of Funds Budget**

Organization Name: Hays County

Proposal Title: St. David's COVID-19 Vaccine Assistance

Project Period Start Date: 6/15/2021 **Project Period End Date:** 6/14/2022

Proposal Expenses	Budget (SDF Funds)	Actual (SDF Funds)	Notes/Description
Personnel (Specific to Proposal)	\$77,922.00	\$ -	
Project Direct Costs	\$22,078.00	\$ 100,000.00	The County has been approved for a budget amendment to use all \$100,000 for the purchase of a mobile vaccination clinic
Indirect Costs	\$ -	\$ -	
Consultants/Purchased Services	\$ -	\$ -	
Total SDF Funds	\$100,000.00	\$ 100,000.00	

Save original file submitted with application to more easily fill out at time of reporting

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 appointments of Betty Brittain Clem Cantu, Alexandra Mylius and Moneta Rios to the Hays County Child Protective Board, 3 year terms ending 12/31/24.

ITEM TYPE

CONSENT

MEETING DATE

December 21, 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

This position is for a three year term.



Hays County Child Protective Board

December 15, 2021

Dear County Commissioners,

Please consider the reappointment of the following board members for 2022, 2023, and 2024 term:

Lee Ikels

June Hankins

Mary Cauble

Esperanza Orosco

Please also consider the following new board appointees for 2022, 2023, and 2024 term. All four have passed DFPS screening and approved for nomination by Hays County Child Protective Board on 12/14/21:

Betty Brittain

Clem Cantu

Alexandra Mylius

Moneta Rios

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Samantha Tuzo'. The signature is stylized with loops and a long horizontal stroke at the end.

Samantha Tuzo

Vice- Chair

www.hccpbtx.org

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 Lee Ikels, June Hankins, Mary Cauble and Esperanza Orosco to the Hays County Child Protective Board, 3 year terms ending 12/31/24.

ITEM TYPE

CONSENT

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

This position is for a three year term.



Hays County Child Protective Board

December 15, 2021

Dear County Commissioners,

Please consider the reappointment of the following board members for 2022, 2023, and 2024 term:

Lee Ikels

June Hankins

Mary Cauble

Esperanza Orosco

Please also consider the following new board appointees for 2022, 2023, and 2024 term. All four have passed DFPS screening and approved for nomination by Hays County Child Protective Board on 12/14/21:

Betty Brittain

Clem Cantu

Alexandra Mylius

Moneta Rios

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Samantha Tuzo', with a long, sweeping underline.

Samantha Tuzo

Vice- Chair

www.hccpbtx.org

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute Amendment No. 1 to the Funding Agreement with the Hays-Caldwell Women's Center (HCWC) related to transitional housing.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 2021	\$300,000

LINE ITEM NUMBER

001-895-98-339.5600

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	SHELL

SUMMARY

In July 2019 the Commissioners Court authorized a funding agreement to assist the HCWC with construction of transitional housing to help bridge the gap between residing in a shelter and obtaining safe and permanent housing. This was a two-year funding commitment which ended on 9/30/2021. The contract period will be extended to 1/31/2022 in order to allow for final payment for completion of the project. Funds were budgeted during the FY22 budget process.

Attachment: HCWC Contract Amendment

**FIRST AMENDMENT TO THE
FUNDING AGREEMENT BETWEEN
HAYS COUNTY AND THE HAYS-CALDWELL WOMEN'S CENTER**

This 1ST Amendment to the Funding Agreement ("Amendment") is made this ___ day of December, 2021, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and The Hays-Caldwell Women's Center (hereinafter referred to as "HCWC") to the agreement executed on or about July 16, 2019. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

Section III Term of Agreement

The period for performance of this Agreement shall commence October 1, 2019 and shall terminate ~~September 30, 2021~~ January 31, 2022.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1st Amendment to Funding Agreement hereby executed this ___ day of December, 2021, as is evidenced by the authorized signatures of the Parties, below.

HCWC

COUNTY

HAYS-CALDWELL WOMEN'S CENTER

**HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE**

ATTEST: _____
**ELAINE H. CARDENAS, MBA, PhD
HAYS COUNTY CLERK**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize payment to Applied Concepts, Inc. in the amount of \$781.06 for the Department of Public Safety Hays County Division related to increased contract costs for the trooper's radar systems.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 2021	\$781.06

LINE ITEM NUMBER

001-650-00.5473

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Sgt. Benavides	INGALSBE	N/A

SUMMARY

Hays County provides administrative support to the DPS troopers assigned to Hays County. The monthly contracted lease amount for the radar systems used increased in FY21. Funds are available within the operating budget to cover the increased cost.

Invoice No. **599**

Customer

Misc

Qty	Description	Unit Price	TOTAL
	Balance for Invoice period: 11/02/20 - 12/01/21	\$55.79	\$781.06

Payment

Tax Rate(s)

Australia Dollars

Office Use Only

123

ACI RENTAL AGREEMENT – Governmental

RENTOR **Applied Concepts, Inc. (ACI) / DBA: Stalker Radar**
 2609 Technology Dr, Plano, TX 75074
 Sales Phone: 972-890-4578 Fax: 972-398-3781
 Accounting: 972-398-3750 Ext 145 Fax: 972-398-3751

RENTER	Bill To Address (if different)
Customer/Dep: Hays Co-TX DPS	Hays Co Auditors Officer
Attention to: Corporal Larry Harrison	Accounts Payable
Address: 1400 N Interstate 35	712 South Stagecoach Trail Ste. 1071
City/ST/ZIP: San Marcos, TX 78666	San Marcos, TX 78666
Phone / Ext: 512-353-7000	
Fax: 512-353-2349	
Email: larry.harrison@dps.texas.gov	

Description of Equipment:	DSR-2X-I	#2	#3
Quantity:	7		
Each Price:	3737.00		
Extended Price:	26,159.00		
Estimated Monthly Payment:	726.64		
Estimated Total Monthly	726.64		
Estimated Delivery Date:	21 Business days	RENEWAL →	SO 209093
Contract Term:	36 months		

NOTE: EQUIPMENT UNDER THIS AGREEMENT REMAINS THE SOLE PROPERTY OF APPLIED CONCEPTS, INC. NO TITLE TO THE PROPERTY IS PASSED UNDER THIS AGREEMENT. SEE SECTION 14 FOR PURCHASE OPTION OR CONSIDER A LEASE/PURCHASE AGREEMENT.

1. *Renter* hereby agrees to *Rent* the above described Radar Equipment, subject to the terms, provisions, conditions and agreements of this Rental Agreement herein set forth. This agreement supersedes all previous agreements for said equipment.
2. Said equipment is rented beginning with the delivery of said equipment to the renter for the term specified above. *Renter* acknowledges that upon delivery of said equipment that Applied Concepts, Inc. has fulfilled its obligation of performance under the Rental Agreement except for requirements later stated in this agreement.
3. *Renter* agrees to pay Applied Concepts, Inc. the monthly payment specified above, by the 15th of the month following delivery by Applied Concepts, Inc. and equal successive monthly payments during the term of the Rental Agreement. Applied Concepts, Inc. will mail monthly invoices at the beginning of each month, but is not responsible if the invoice does not reach the Renter. At the end of the term of the Rental Agreement, Renter agrees to return said equipment to Applied Concepts, Inc. within thirty (30) days of new equipment installation. If

equipment is not returned, Renter will be provided the option to continue on a "month to month" basis or purchase the equipment as per Section 14 of this agreement.

4. *Renter* hereby assumes and shall bear the entire risk for loss or damage to the equipment from abuse, fire, flood, theft, neglect, loss, unauthorized use or other circumstances beyond the control of the Rentor. No loss or damage to the equipment or any part thereof shall impair any obligation of *Renter* under this agreement, which shall continue in full force and effect.
5. The warranty period for the merchandise is the standard factory warranty at the time the order is received. *Renter* agrees that the warranty may be a shorter period of time than this rental agreement and that any repair cost outside of that warranty period will be at the renter's expense. An extended warranty period may be purchased to cover any gap in time. Such extended warranty may be purchased and made part of this rental agreement or under a separate agreement.
6. If *Renter*, with regard to any item or items of equipment fails to pay any payment or other amount herein provided within ninety (90) days after the same is due and payable, or if *Renter* with regard to any item or items of equipment fails to observe, keep, or perform any other provision of this rent required to be observed, kept or performed by *Renter*, Applied Concepts, Inc. shall have the right to exercise any one or more of the following remedies:
 - a) To sue for and recover all payments then accrued with respect to any or all items of equipment.
 - b) To terminate this rent as to any or all items of equipment.
 - c) To pursue any other remedy at law or in equity. All such remedies are cumulative, and may be exercised concurrently or separately.
7. The renewal and continuation of such contract is contingent upon the appropriation of funds by the governing body to fulfill the requirements of the contract and if the local governmental entity, after a diligent and good faith effort, fails to appropriate sufficient monies to provide for payments under the contract, the obligation to make payment under the contract shall terminate in accordance with the terms of the contract on the last day of the fiscal year for which funds were appropriated, provided the equipment is returned to the Rentor or his agent, as provided in the equipment rental contract, and such contract shall not be considered as a long-term debt of the local governmental entity.
8. The governmental agency reserves the right to terminate contract and or purchase order with a written thirty (30) day notice for non performance on the part of ACI. The cancellation will be without penalty under the provisions of this section only.
9. Applied Concepts, Inc. reserves the right not to rent or lease any further product to *Renter* if the rental is canceled for any reason prior to the end of the term. If *Renter* cancels for any reason other than those listed in Sections 7, 8, or 14 an amount equal to three (3) months rent will be due and payable as a penalty for early termination.
10. The parties hereto agree to bring any judicial action arising directly or indirectly in connection with this agreement or any transaction covered hereby in Courts located within **Collin County, Texas**. The parties also consent to the laws of the State of Texas in interpreting provision of this contract.

Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

- (1) Purpose. The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "**Products**") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "**we**," "**us**," "**our**," etc.) and purchased by the purchaser ("**you**," "**your**," etc.).
- (2) Price and Product Changes; Errors. Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.
- (3) Cancellation. Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.
- (4) Delivery. Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.
- (5) Returns. We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: csd@appliedconcepts.com. We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 15% of net price. A minimum repacking fee of 35% of current net price will be charged for all returned product requiring repackaging. Specific items may require additional charges.
- (6) Payment. You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.
- (7) Proprietary Information. We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.
- (8) Warranty. We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products

provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. **Any attempt to repair a Product on your own will void this warranty.**

- (9) Limitations of Liability. WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.
- (10) Miscellaneous
 - a) Force Majeure. We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
 - b) Assignment. You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.
 - c) Jurisdiction. Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.
 - d) Severability. In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.

11. I certify that I am duly authorized to act within the powers of my office by executing this Agreement, and the equipment being rented is essential to its governmental mission.
12. The portions of Rental payments are herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available and *Renter's* other obligations and liabilities under this rent relating to, or accruing or arising prior to such termination. The *Renter* is obligated only to pay Rental payments under this rent as may lawfully be made from:
- a) Funds budgeted and appropriated for that purpose during such fiscal period; or
 - b) Funds made available from a lawfully operated revenue producing source.
- In the event of such termination, *Renter* agrees to peaceably surrender possession of the Equipment to Applied Concepts, Inc. or its assignee on the date of such termination in the manner set forth in Section 7 hereof and Applied Concepts, Inc. will have all legal and equitable rights and remedies to take possession of the Equipment.
13. The prices quoted in this rental agreement are valid for a period of one-hundred twenty (120) days from the date signed by Applied Concepts, Inc. Any rental agreement executed after that date must be approved by Applied Concepts, Inc. prior to it being valid. Acceptance of an order and or shipping of the above-described merchandise constitutes acceptance by Applied Concepts, Inc.
14. At any time during or within thirty (30) days after the final payment in accordance with this agreement is made, the Renter may purchase any or all of the described equipment in their possession at the time and receive 50% of the payments made on that unit as credit toward the above listed price.
15. It is agreed by Rentor and *Renter* that any fax or electronic transmitted document(s) will be considered as an original for all purposes of this agreement and therefore any signatures transmitted by fax or other electronic form are the same as a hand signed document.

16. Entered into this 17 day of July, 20 20

Signature and Title of Authorized Official

Larry L. Harrison II
Printed Name

Larry L. Harrison II
Signature

Corporal III
Title

Applied Concepts, Inc. / Stalker Radar

By: Ed Kosanke

ISP: Ed Kosanke

Date: 7/17/2020

Phone/Ext 972-801-4818

Email/Fax: edkos@stalkerradar.com / 972-398-3781

William J. Fagan
Approved by ACI Sales Management

Date 7/17/2020

Rental Agreement

Donna Russell
3 of 3

Rev 05-07-2013

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Hays County Criminal District Attorney to purchase 50 Net Motion software licenses utilizing salary savings and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 2021	\$2,844

LINE ITEM NUMBER

001-607-00

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	INGALSBE	N/A

SUMMARY

The Hays County Criminal District Attorney (HCCDA) is requesting approval to purchase Net Motion software licenses for 50 laptops. The HCCDA is currently going through a CJIS Technical Audit conducted by DPS. It deals with the U.S. Department of Justice, FBI, Criminal Justice Information Services (CJIS) security policy related to Criminal Justice Information. The current software used to establish a VPN connection from the HCCDA laptops to the County network do not meet the minimum-security standards set out by the FBI CJIS policy. HCCDA laptop computers require the CJIS-compliant Net Motion software installation in order to permit their continued use when not wired into the Government Center ethernet. Salary savings are available within the operating budget to fund this request.

Budget Amendment:

Decrease Staff Salaries: 001-6047-00.5021 - (\$2,844)

Increase Computer Software Maintenance: 001-607-00.5429 - \$2,844

Attachment: Mobile Wireless Quote
DIR-CPO-4723



12/16/2021

Presented by: Mobile Wireless LLC – vendor #8606

Marva Pierce
Hays County Information Technology
712 South Stagecoach Trail, Suite 1206
San Marcos, Texas 78666
(512) 393-2845

Re: NetMotion Complete add 50 DA Office – DIR-CPO-4723

Marva,

Thank you for being a valued customer. Please find below the pricing you requested from Mobile Wireless LLC. We appreciate your business!

DA's Office

Product Description	SKU	Qty	Per Unit	Extended Price
NetMotion Complete Effective 12/16/2021 – 9/30/2022 The full suite of NetMotion capabilities, including all of the functionality available in Core plus the ability to gather and analyze data on your mobile fleet in clean, real-time dashboards. Complete also features powerful policy controls, extending your security perimeter and further enhancing the user experience	NMSCOMPSUB	50	\$56.88	\$2,844.00
Total				\$2,844.00

Alan McClintock
Mobile Wireless LLC
Phone: 972-516-1365
alan@mobwireless.com

Mobile Wireless LLC. • 1525 Brazos Trl. • Plano, Texas 75075 • Tel. 214-850-9886

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute an Amendment to the License and Services Agreement with Tyler Technologies, Inc. for the Jury Manager Software.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 2021	\$0

LINE ITEM NUMBER

001-680-00.5718_700

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill	INGALSBE	N/A

SUMMARY

On October 5, 2012¹ the Court approved a contract with Tyler Technologies for the Tyler Jury Manager System. The attached amendment corrects the maintenance and support fees to be billed annually instead of a three-year period. No additional funds are required.

Attachment: Tyler Technology License and Services Agreement Amendment
Sourcewell Contract #090320-TTI



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware Corporation ("Tyler"), and Hays County, Texas ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated October 12, 2021 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. That Section 1.2 of Exhibit B (Invoicing and Payment Policy) is deleted in its entirety and replaced with the following:

Maintenance and Support Fees: Annual maintenance and support fees for year one (1) through year three (3) are as listed in the Investment Summary. Year one (1) maintenance and support fees are due on the Effective Date. Subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Following year three (3), your fees for each subsequent year will be set at our then-current rates. Upon the Effective Date, Client shall no longer be required to pay annual support fees for the Migration Modules.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
3. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Hays County, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

Finalize vehicle leases for various departments with Enterprise Fleet Management as outlined in the FY 2022 budget process and amend the budget accordingly.

ITEM TYPE

CONSENT

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

Various

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

SPONSOR

CO-SPONSOR

SMITH

SHELL

SUMMARY

The Commissioner's Court earmarked funds in the FY 2022 budget for new and replacement vehicles. Enterprise has developed a purchase and replacement plan utilizing current equity along with budgeted funds as follows:

Department	# of Vehicles	Type	Per Unit Cost	Annualized Cost	FY 22 Impact
NEW VEHICLES:					
Constable Pct. 1	1	Police Interceptor	8,587	8,587	3,578
Constable Pct. 2	1	Police Interceptor	8,587	8,587	3,578
Constable Pct. 4	1	Police Interceptor	8,587	8,587	3,578
Constable Pct. 5	1	Police Interceptor	8,587	8,587	3,578
Development Services	3	F-150 Regular Cab	6,305	18,915	7,881
Building Maintenance	1	F-150 Regular Cab	6,305	6,305	2,627
Sheriff's Office-White Fleet	5	Ford Explorer	6,738	33,690	14,038
			53,696	93,258	38,858
REPLACEMENT VEHICLES:					
Constable Pct. 3	3	F-150 Police Responder	7,125	21,375	8,906
Pool Vehicles	3	Ford Escape	4,821	14,463	6,026
District Attorney	2	Ford Escape	4,821	9,642	4,018
Health Department	2	Ford Escape	4,821	9,642	4,018
			21,588	55,122	22,968
*Replacement vehicles are cost neutral.					

Funds were set aside in the County Wide court budget and will be moved to the appropriate departments for the monthly lease amounts. Additional funds for law enforcement equipment will be moved to the Constables budgets for the fleet police package upfit costs.

Hays County Menu Pricing

Total Annual Cost	\$148,373.16
Annual Cost Currently In Budget	\$50,897.76
New Capital Funds Required	\$97,475.40
Fiscal Impact FY22 (est delivery date 5/1/22)	\$40,614.75

Equity Lease Menu Pricing

Department	Year	Make	Model	Trim Level
Pool Fleet, DA, Local Health (Lease Replacements)	2022	Ford	Escape	SE 4dr Front-Wheel Drive
Constable Pct. 3 (Lease Replacements)	2022	Ford	F-150	Police Responder
Development Services (New Requests)	2022	Ford	F-150	XL 4x2 Regular Cab 8 ft. box 141 in. WB
Building Maintenance (New Request)	2022	Ford	F-150	XL 4x2 Regular Cab 8 ft. box 141 in. WB
Constable Pct. 1, 2, 4, 5 (New Requests)	2022	Ford	Police Interceptor	Base All-Wheel Drive
Sheriff's Office White Fleet (New Requests)	2022	Ford	Explorer	XLT 4dr 4x2
				Total Vehicles

Quantity	Term	Estimated Annual Mileage	Monthly Cost (Lease Rate)*	Full Maintenance**	Annual Cost	Annual Cost by Quantity
7	60	10,000	\$363.58	\$38.17	\$4,821.00	\$33,747.00
3	60	20,000	\$593.71	\$0.00	\$7,124.52	\$21,373.56
3	60	12,500	\$479.28	\$46.10	\$6,304.56	\$18,913.68
1	60	12,500	\$479.28	\$46.10	\$6,304.56	\$6,304.56
4	60	20,000	\$715.57	\$0.00	\$8,586.84	\$34,347.36
5	60	10,000	\$561.45	\$0.00	\$6,737.40	\$33,687.00
23						

VEHICLES THAT WILL BE TURNED OVER UTILIZING EQUITY:

Department	Model Year	Make	Model	Series	Unit Number	VIN
Constable Pct. 3	2018	Ford	F-150	XL 4x4 Regular Cab Styleside 6.5 ft. box 122 in. WB	22M7ZH	1FTMF1E5XJKD86667
Constable Pct. 3	2018	Ford	F-150	XL 4x4 Regular Cab Styleside 6.5 ft. box 122 in. WB	22M82H	1FTMF1E53JKD86669
Constable Pct. 3	2018	Ford	F-150	XL 4x4 Regular Cab Styleside 6.5 ft. box 122 in. WB	22M83D	1FTMF1E51JKD86668
Pool Fleet	2018	Ford	Fusion	S 4dr Front-wheel Drive Sedan	22LSG9	3FA6P0G71JR170559
Pool Fleet	2018	Ford	Fusion	S 4dr Front-wheel Drive Sedan	22LSKP	3FA6P0G78JR170557
Pool Fleet	2018	Ford	Fusion	S 4dr Front-wheel Drive Sedan	22LSKW	3FA6P0G76JR170556
DA's Office	2018	Ford	Taurus	SE 4dr Front-wheel Drive Sedan	22LSLZ	1FAHP2D8XJG11S861
DA's Office	2019	Ford	Fusion	SEL 4dr Front-wheel Drive Sedan	23KV9J	3FA6P0CD8KR140889
Local Health	2018	Ford	Fusion	S 4dr Front-wheel Drive Sedan	22LSLF	3FA6P0G7XJR170558
Local Health	2018	Ford	Fusion	S 4dr Front-wheel Drive Sedan	22SGKK	3FA6P0G73JR170563

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute Change Order #4 between Hays County and Turner Construction for work related to the Hays County Public Safety Bond Project.

ITEM TYPE

CONSENT

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

Fund 006 Public Safety Bond Funds

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

SHELL

SUMMARY

Turner Construction Global Change Order #4 addresses various changes needed for the Fleet Maintenance Building, Site Work, Training Building and the Jail Addition and Renovation as outlined in Exhibit A of the attached change order.

Attachment: Turner Change Order #4



Change Order Document

Change Order

PROJECT (Name and address):
Hays County Public Safety Bond Program
1307 Uhland Road
San Marcos, TX 78666

CHANGE ORDER NUMBER: 004
DATE: December 21, 2021

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
PROJECT MANAGER: ☒

TO CONTRACTOR (Name and address):
Turner Construction Company
1077 Central Parkway South, Ste 600
San Antonio, TX 78232

PM'S PROJECT NUMBER: 16509.01/02
CONTRACT DATE: June 30, 2016
CONTRACT FOR: CM@R

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Change Order Requests.)

Changes in Scope of Work

Modify the overall Summary of Compensation and authorization of services as stated in Article 23 of the Contract and previously approved Change Orders to increase the Contractor's Contingency by \$571,764.00:

A breakdown of Change Order #004 is summarized below:

Contractor's Contingency Replenishment as noted in Exhibit "A"	\$	571,764.00
CO Mark-up Allowance	\$	45,741
Total amount of change:	\$	617,505.00

The original Contract Sum was	\$	15,000.00
The net change by previously authorized Change Orders	\$	87,124,256.00
The Contract Sum prior to this Change Order was	\$	87,139,256.00
The Contract Sum will be increased by this Change Order in the amount of	\$	617,505.00
The new Contract Sum including this Change Order will be	\$	87,756,761.00

The Contract Time and dates of Substantial Completion as of the date of this Change Order are not changed. As the intent of this Change Order is to provide funding for direct work modifications complete and/or underway it does not include, nor presume approved, any additional costs related to Turner's General Conditions and entitlement for insurances, these topics remain under review. Change Order Mark-up is included as an allowance to be reconciled upon full resolution of these topics.

NOTE: Owner's agreement to this Change Order shall not be construed as a waiver by Owner of any right to recover the Cost of Work, or a portion thereof, against third parties.

NOT VALID UNTIL SIGNED BY THE PROJECT MANAGER, CONTRACTOR AND OWNER.

Initials:

[Signature]
Project Manager

ECM International, Inc. | Change Order Document

1

[Signature]
Contractor

Owner

ECM International, Inc.
PROJECT MANAGER (Firm name)

Terry N. Whitman

Digitally signed by Terry N. Whitman
DN: C=US, E=twitman@ecmintl.com,
O=ECM International, OU=Central
Texas, CN=Terry N. Whitman
Date: 2021.12.15 13:50:24-06'00'

BY Terry N. Whitman, Sr. Project
Manager

DATE

Turner Construction Company
CONTRACTOR (Firm name)



BY Everett Willis, Sr. Project Manager

12/15/21

DATE

Hays County
OWNER (Firm name)

BY Judge Ruben Becerra

DATE

ATTEST:

BY Elaine Cardenas, Hays County Clerk

DATE



Hays County
Public Safety Bond Program

November 9, 2021
Public Safety Bond Executive Committee
Hays County, Texas
712 S. Stagecoach Trail
San Marcos, TX 78666

RE: Global COR Recommendation #4

Hays Co. Jail Ph. 1 & 2 – Fleet Maintenance Building, Sitework, Jail Addition and Renovation and
Training Building

Dear Executive Committee Members:

After the Team's review we recommend approval of the Turner COR's as summarized in Exhibit "A". All items are within the parameters of the contingency use; therefore, their related costs will be deducted from the Construction Contingency as allocated within the Guaranteed Maximum Price (GMP) as will be amended by Change Order #4 which will be submitted to the Commissioners Court for approval simultaneously with this recommendation.

Furthermore, in lieu of signing each of the COR's individually, by signing Exhibit "A": Contingency Expenditure Authorization you will acknowledge the contingency use for the COR's listed therein. By submission of this recommendation and Change Order #4 to the Court the Turner Contract will be increased in the amount of \$571,764. Said change will be funded via interest earnings received on the Public Safety Bond.

Please contact me if you have any questions or need additional information.

Sincerely,

Terry N. Whitman

Central Texas – Director of Operations

Attachment: Exhibit "A": Contingency Expenditure Authorization dated October 10, 2021

CC: Rufo Reyes, Vanir Construction Management, Inc.

Everett Willis, Turner Construction Company

Ryan Cruz, Turner Construction Company

**Exhibit A:** Contingency Expenditure Authorization

Project: Hays County Jail Ph. 1 & 2 – Fleet Maintenance Building,
Sitework, Jail Addition, Renovations, and Training Building

Date: October 20, 2021

This is not a change order and does not increase or decrease the Contract Amount or the contract's scheduled date of completion.

The following are herein accepted:

COR	Description / Summary	Amount
COR 0551	Phase II Reno - RFI 724 - Security at E400.01 Security programming and install per the direction of RENO RFI #724.	\$ (16,306.00)
COR 0552	Phase II Reno - RFI 730 - Concrete Recesses in E1 Provide concrete corrections per the direction of RENO RFI #730.	\$ (51,567.00)
COR 0553	Phase II Reno - RFI 725 - Fiber to E4 Installation of Fiber for Security Electronics connectivity between the Jail Addition and Building E4 per the direction of RENO RFI #725. (attach RFI)	\$ (4,903.00)
COR 0554 R1	Phase II RENO - RFI 732 CMU Infills at Tilt Wall Panels Installation of CMU at existing tilt-wall panels per the direction and details of RENO RFI #732.	\$ (6,010.00)
COR 0557	Phase II Jail - Transfer Fund from PSB to Jail Transfers available funds from Electrical Allowance & Contingency in Public Safety Building to Jail Contingency for Renovation Unforeseen	\$ 82,000.00
COR 623	TCCO Self Audit Refund We have self audited our pricing for the above referenced PCO 311; PCO 374; PCO 423; PCO 442; PCO 462 and issued the attached Credit	\$ 17,317.00
COR 568	RENO - RFI 733 Mailroom Millwork (Owner Request) Installation of drywall and Millwork Countertops per the direction and details of RENO RFI #733.	\$ (6,963.00)
COR 572	RENO - RFI 734 - IT SERVER ROOM GROUNDING Installation of grounding bar to building steel per RFI 734	\$ (866.00)
COR 573	AIL - RFI 737 DIPS Panel Breaker Change Installation of wire and breakers per RFI 737	\$ (7,153.00)
COR 574	Jail-RFI-740 Outlets for Kitchen D104.18 (Owner Request) Installation of receptacle and breaker per RFI 740.	\$ (561.00)
COR 575	TAS-TDLR Inspection Due to significantly disapproved Inspection - additional time spent on-site documenting Non-Complying items and additional time spent on Inspection Report.	\$ (975.00)
COR 593	JAIL-RFI-749 OA Minimum Requirements ERVs Previous pricing for JAIL - RFI-749 Outside Air Minimum Requirements at ERVs was requested as potential solution to alleviate the negative duct pressure being observed at the rooftop duct of Area C RTUs/ERV. The increase of negative duct pressure is proportionate to the increased Outside Air CFMs changed via RFI-696.	\$ (5,161.00)
COR 0561	Phase II Jail - 30'x30' Concrete Pad Install 30' by 30' concrete pads with mild reinforcement placed on existing grade as base per Owner's request.	\$ (8,887.00)
COR 601	Jail - Wireless Access Points Install Hays County IT provided Wireless Access Points as requested by Rufo Reyes of Vanir.	\$ (2,586.00)
COR 207	Jail - DC2 Ceiling in Area D Storage RMs Install DC-2 ceiling in D106.26 and D106.38 per TCJS Requirements.	\$ (6,142.00)
COR 0257	Phase II Jail - RFI 277 Area B West Side Store Overflow Upsize Upsizing the storm drain line in Area B from 8" to 10" per response to RFI Jail 277	\$ (9,212.00)
COR 0258	Phase II Jail - RFI 324 - SK-1 Clarifications - added TMV Add thermostatic mixing valves for all SK-1 sinks in all Areas per response to RFI Jail 324	\$ (5,588.00)

COR	Description / Summary	Amount
COR 0298	Phase II Jail - RFI 298 Residential Type Washers & Dryers	\$ (10,898.00)
	Remove roofing for installation of two curbs and one exhaust fans per RFI 430 response	
COR 0320R	Phase II Jail - RFI 323 & 495 - Alu Wall Caps at Rec Yard	\$ (8,373.00)
	Added aluminum cap to cover CMU walls & openings per RFI 323 & 495 Responses	
COR 0368	Phase II Jail - RFI 602 FDC Tie-in to the building Fire Sprinkler System	\$ (2,132.00)
	install fire line piping including 4" check valve and ball drip to tie in remote FDC on the site to the building sprinkler system per Jail RFI 602 Response.	
COR 0387	Phase II TB - HM Window Frames in lieu of Aluminum Furnish & Install	\$ 18,654.00
	Furnish and Install Twenty Eight (28) Hollow Metal Window Frames at Training Facility per TB- Bulletin 003.	
COR 0389 R-1	Phase II Jail - Area A & C Misc. Added Drywall Finish	\$ (6,590.00)
	install furrouit wall in Area C to cover Roof Drain Overflow pipes, install hard lid ceiling in Area A room 102.37 and two soffits in Area A Rooms 102.43 & 102.44.	
COR 0377	Phase II Jail - Bulletin 12 Added Epoxy Pads in front of Cell Showers	\$ (23,681.00)
	o install Fifty Nine (59) 30" x 30" additional epoxy pads in front of Cell Showers per Jail - Bulletin 12 TCJS responses to Detention Cells.	
COR 0406	Phase II TB - RFI 062 Arch Shower Wall Thickness	\$ (1,860.00)
	Remove installed 2-1/2" studs between shower walls in the Training Building and replace it with 3-5-8" studs to increase the wall thickness so that insulated plumbing pipes can fit inside the walls per TB - RFI 062 response	
COR 0427	Phase II Jail - RFI 586 Dishwasher Disconnect Relocation	\$ (31,617.00)
	Remove dishwasher disconnect in the kitchen installed per plans to a new and safe location to the wall opposite eye wash station per Jail -RFI 586 response.	
COR 0429	Phase II Jail - RFI 173 - Food Service Correctional Prison Package	\$ 21,342.00
	Material credit to remove Eighteen (18) detention grade food service equipment and replace them with commercial grade food service equipment per Jail - RFI 173 response.	
COR 0431	Phase II Jail - RFI 434 Food Service Pony Wall	\$ (1,442.00)
	Install added 6" CMU non-security wall in Area D under soiled dish table per RFI 434 Response.	
COR 0440	Phase II Jail - RFI 472-547-638 Clean Agent Room Redesign	\$ (11,573.00)
	Relocate new FM 200 panel to a new location due to conflict & lack of space on the original wall location per RFI 547 Response and to relocate damper relay into the Control Room and fan door test equipment of clean agent room due to failed pressure test of the room per RFI 638 Response.	
COR 0441	Phase II Jail - RFI 581 Loading Dock Gate (Slide to Swing)	\$ (1,905.00)
	Re-install loading dock gate from sliding gate to swing gate per RFI 581 Response.	
COR 0442	Phase II Jail - RFI 569 & 623 VFD-Control & Power to MAU-1 & 2	\$ (25,593.00)
	install two 15A-3P breakers in panel HK to feed the blowers in MAU-1 & 2 that includes shunt trip & operate with the breakers feeding the other circuits to MAU-1 & 2 and KEF-1 & 2 for emergency shutdown per RFI 623 Response. Install two added VFDs for the Makeup Air Unit fans and all necessary conduit & wire to control these new VFDs for smoke sequence of operations per RFI 569 Response.	
COR 0443 R	Phase II TB - Building Announcer Signage	\$ (7,566.00)
	Install building announcer signage for the Training Building per Owner Request.	

COR	Description / Summary	Amount
COR 0444	Phase II Jail - RFI 611 Drainage Issues NW of Detention Pond	\$ (8,606.00)
	Install 3x3 storm drain inlet with cast iron grate and run 18" HDPE pipe to tie-in main line per Jail - RFI 611 response.	
COR 0447	Phase II Jail - RFI 556 & 579 Steel Plate Enclosures at Columns & Angels at Mezzanine	\$ (10,050.00)
	Install all required 16 GA prime painted steel plate to enclose ledges on Mezzanines & Steel Beam connections per Jail - RFI 556 response.	
COR 0448	Phase II Jail - RFI 552 Add Steel Angel Pass Thru Openings in A102.40	\$ (1,411.00)
	install Four (4) standard shop primed steel angles at four pass-thru openings in A102.40 per Jail - RFI 552 response.	
COR 0450	Phase II Jail - RFI 641 Added Food Passes (Owner Requested)	\$ (7,889.00)
	install Six (6) center mount food pass kits and locks at D103.10A, D103.10B, D103.11A, D103.11B, D103.14, and D103.17 per Jail - RFI 641 response.to modify existing magistrate desk unit by raising the desk unit to 34" AFF per Jail - RFI 630 response.	
COR 0455 R-2	Phase II Jail - Shower Curtains	\$ (970.00)
	Install additional shower curtains per Jail - approved submittal comments.	
COR 0458	Phase II Jail - RFI 679 - Relocation of D100.00 camera (Owner Request)	\$ (4,842.00)
	Remove and re-install camera & its infrastructure at D100.00 to center between segregation vestibules and also relocate two (2) exit signs and extending existing whips to accommodate camera as requested by the owner per Jail - RFI 679 Response.	
COR 0461	Phase II TB - RFI 048 HVAC in Ammo Storage G107	\$ (5,744.00)
	Remove already installed ductwork and re-install ductwork, diffusers and insulation as required to provide conditioned air to Ammo Room G107 per TB - RFI 048 Response.	
COR 0463	Phase II Jail - RFI 690 - Area D segregation signage changes	\$ (377.00)
	Remove already installed signage in segregation area and re-install corrected signage per Jail - RFI 690 Response.	
COR 0464	Phase II Jail - Video & Microphone Wiring for Interview Rooms (Owner Requested)	\$ (1,450.00)
	Install one (1) RG59 Video / 18awg2cond Siamese cable to each interview room Camera and one (1) 18awg/2cond shielded w/ drain wire to each Microphone location to each interview room and to route back to the customers existing IT rack where the NVRs and head-end equipment are located per Owner Request.	
COR 0470	Phase II Jail - RFI 108 Tilt-Panel Penetration Relocation	\$ (680.00)
	Abandon plumbing penetration on tilt-wall panel 23 and relocate the penetration on tilt wall panel 26 for overflow drain piping per Jail - RFI 108 Response.	
COR 0472	Phase II Jail - RFI 332 - Sample Well at Grease Trap & Cleanouts	\$ (3,661.00)
	Install additional sample well per City of San Marcos Inspector as detail per Jail - RFI 332 Response.	
COR 0473	Phase II Jail - RFI 513 Reroute DW Lines to avoid Elec Panel	(\$4,967)
	Re-route piping of domestic cold water, hot water and hot water return in Mechanical room C104.37 to avoid conflict with electrical panel per Jail - RFI 513	
COR 0474	Phase II Jail - RFI 680 Air Curtain Connection to Overhead Door	\$ (282.00)
	install a limit switch provided by kitchen contractor with cord and tested operation per Jail - RFI 680 Response.	
COR 0475	Phase II Jail - RFI 585-642 & 661 Power & Data at Dorms	\$ (7,695.00)
	install new conduits out from wire mold assemblies to nearest data box, Re-route power to wire mold assemblies and install wire mold assemblies through secure ceiling into locations per Jail - RFI 642 & 661 Responses.	
COR 0478	Phase II Jail - DAS Monitor Modules to Connect with FA per Fire Marshall	\$ (4,045.00)
	install Five (5) additional monitor modules and program these modules to monitor Distributive Antenna System per the Fire Marshal Request.	

COR	Description / Summary	Amount
COR 0479	Phase II Jail - DIPS & FA Panel Integration per Fire Marshall	\$ (3,601.00)
	Reprogram and supply Four (4) relay modules to interface the Pre-Action Panel with the main fire alarm panel per the Fire Marshal Request.	
COR 0495	Phase II Jail - RFI 561 Ceiling Mounting TV's in A102.46	\$ (7,893.00)
	Provide two added TV mounts and infrastructure to install two owner TVs in Area A Booking Area.	
COR 0496	Phase II Jail - RFI 681 GFCI Receptacle at MED Cells	\$ (2,526.00)
	Install 12 GFCI breakers on Circuits designated for receptacles in Holding Cells in Area D. Verify Wiring for correct installation of neutral wire and troubleshoot any issues. GCE will also replace GFCI outlets in north medical cells with red 20 amp duplex receptacles. per Jail - RFI 681 response.	
COR 0510	Phase II Jail - RFI 524 & 637 Modifications to Data Outlets	\$ (4,245.00)
	relocate existing microphone wiring, install new microphone wiring for two cameras in room A102.37 & A102.32 per Jail RFI 524 Response	
COR 0511 R1	Phase II Jail - RFI 583 - Storm Piping Area C North Revisions	\$ (22,051.00)
	Remove and relocate primary and secondary storm pipes in Area C Chase Areas to increase circulation space per Jail - RFI 583 Response	
COR 0512	Phase II Jail - RFI 508 & 509 Cut Thru D100.00 & D100.05B	\$ (9,140.00)
	Remove/cut opening and install secure door systems to connect the existing and new jail and per Jail - RFI 508;509;666;667 Responses	
COR 0513 R1	Phase II Jail - RFI 652; 669; 684; TB-80 & 81ADA-TDLR Inspection Items	\$ (19,553.00)
	Providing material and labor to comply with ADA & TDRL Inspection items.	
COR 0523	Phase II Jail - RFI 632 Roll-thru Heated Cabinet Wiring Change	\$ (1,240.00)
	demo existing wire (2 circuits - 4 hots and 1 ground) and re-pull (2 circuits - 2 hots, 1 neutral and 1 ground) for both Heated Roll Thru Cabinets and terminate conductors for both of the L14-30R receptacles and existing GFCI protected breakers. per Jail - RFI 632 Response.	
COR 0532	Phase II Jail - Bulletin 18 Added Intercoms & Security Cameras	\$ (82,653.00)
	Install new cameras & intercoms and necessary cabling, programing, termination and pathways (infrastructure) per Jail - Bulletin 18R1	
COR 0544	Phase II Reno - RFI 720 - PRV Credit	\$ 6,856.00
	Credit associated with removal of PRV installation from existing jail per Jail - RFI 720 Response.	
COR 0550	Phase II Reno - RFI 686 - Structural Steel Needed for RTU-9	\$ (4,416.00)
	Install structural steel supports for RTU-9 per RENO - RFI 686 Response.	
COR 0559R1	Phase II RENO – RFI # 729 Gate Pedestal Relocation (Owner Requested)	\$ (6,241.00)
	Relocate gate pedestal as requested by the owner per RFI #729	
COR 0560 R-1	Phase II RENO – RFI # 588 Added Door E372AA	\$ (11,322.00)
	Replace door, frame and lockset at door E372AA per RFI #588.	
COR 504	Jail - RFI 651 Guardrail for Roof Equipment (per COSM Insp)	\$ (34,973.00)
	Install guardrail on the roof around requested Mechanical Equipment to comply with City of San Marcos Inspection items and per Jail - RFI 651 response.	
COR 590	RENO - RFI 742 - Ceiling Plan	\$ (17,162.00)
	Install security drywall ceiling at Control Corridor E179A and Steel Plate at E2/E3 Visitation Ceiling per RFI #742. (correct page 1 Description)	
COR 591	RENO - RFI 750 POWER TO INMATE RR (E196)	\$ (702.00)
	Power to Willoughby Cell Valve Controller at inmate RR (E196) per RFI 750	
COR 594	RENO - RFI 756 Exit Lights Required	\$ (970.00)
	Provide material and labor, per RFI 756 requested by the design team, room E131A requires 2 exit signs for life and safety	

COR	Description / Summary	Amount
COR 602	TB - RFI 082 Thermostat and Humidistat Updates	\$ (14,326.00)
	Provide material and labor per Training Building RFI 082 requested by the design team for the implementation of added Humidistat device and system Sequence of Operation to remediate the humidity issues being experienced by the Owner at the Training Building.	
COR 629	Ph II Jail - Area A&C IDF & Infrst Add (RFI 485)- Roofing for Added Mini-Splits	\$ (6,847.00)
	Modifications to roof to allow for Mechanical/Electrical revisions associated with RFI 485 response	
COR 640	COR 640 - Jail - RFI 568 - Backside Conditions of Intumescent Painted Columns	\$ (15,415.00)
	Provide mineral wool and intumescent fireproofing at interior columns of the Jail Building, in accordance with RFI 658 response	
COR 641	Reimbursement for Post-SC Paid Utilities	\$ (93,990.12)
	Turner Construction paid permanent power and water across the Jail and PSB following substantial completion. This COR hereby requests reimbursement for these charges.	
	Training Building Humidity Adjustments and Repair Allowance	\$ (30,000.00)
	Allowance for cleanup, replacements, & repairs pertaining to humidity concerns in the training building	
Total:		\$ (571,876)

Original Construction Contingency Amount:	\$ 879,744
Added Contingency to Phase II via CO-002:	\$ 71,513
Added Contingency to Phase II via CO-003:	\$ 832,884
Total Construction Contingency Amount:	\$ 1,784,141
Contingency Expenditures prior to this Authorization	\$ 1,784,141
Contingency Balance Prior to this Authorization	\$ 112
Contingency Balance will be increased/(decreased) by this Authorization	\$ (571,876)
New Contingency Balance	\$ (571,764)

Curt Parde

Digitally signed by Curt Parde
 DN: C=US, E=curt.parde@hok.com,
 O=HOK, CN=Curt Parde
 Date: 2021.11.09 11:54:51-08'00'

HOK (A/E)

Date

Terry N. Whitman

Digitally signed by Terry N. Whitman
 DN: C=US, E=terrywhitman@ecm.com, O=ECM International,
 OU=Vanir Office, CN=Terry N. Whitman
 Date: 2021.11.09 15:10:19-08'00'

ECM International, Inc. / Vanir Construction Management, Inc. (PMF)

Date

DocuSigned by:

Turner Construction Company (CMAR)

Date

Tammy Crumley
 Director of Countywide Operations (Client/Owner)

11. 10. 2021

Date

Sheriff's Office Representative (Client/Owner)

Date

County Auditor Representative (Client/Owner)

Date

County Commissioner (Client/Owner)

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

Approve specifications for IFB 2022-B08 Darden Hill at Sawyer Ranch Roundabout and authorize Purchasing to solicit for bids and advertise.

ITEM TYPE

CONSENT

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Hays County (County) issues this Invitation for Bid (IFB) to solicit bids to secure a contractor to perform all work laid out in the technical specification of IFB 2022-B08 project manual and supporting documents for Darden Hill at Sawyer Ranch Roundabout.

Solicitation emailed separately to the Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Amendment #3 to the Advance Funding Agreement between Hays County and the Texas Department of Transportation (TxDOT) for the RM 12 and RM 3237 Intersection Improvement project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 21, 2021	\$1,279,450.00

LINE ITEM NUMBER

035-803-96-768.5611_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The RM 12 and RM 3237 Intersection Improvement project is an element of the Hays County 2016 Road Bond Program. The County and TxDOT entered into an Advance Funding Agreement (AFA) on July 29, 2016 to memorialize the roles and responsibilities in the development and funding of the intersection improvements. On March 20, 2020, Hays County and TxDOT amended the AFA to shift \$320,000.00 in Federal funding awarded by the Capital Area Metropolitan Planning Organization (CAMPO) from design funding to construction funding. Since that time, CAMPO deferred funding on numerous projects, including the RM 12 at RM 3237 Intersection Improvement project, to identify funding for the IH-35 Capital Express project. On April 13, 2021, Hays County and TxDOT amended the AFA again to reflect defunding of the Federal funding award by CAMPO. On November 8, 2021, the CAMPO Board approved refunding the Federal funding award. The AFA Amendment #3 would address the transfer of the updated \$400,000.00 construction funding from the County's responsibility to Federal responsibility. Hays County has moved forward with project development of the intersection improvements, including environmental clearance, construction design, and right-of-way/utility coordination, and has been working with TxDOT to position the project for early 2022 construction letting, dependent on Federal award refunding. TxDOT would contribute a total of \$173,487.00, which includes direct and indirect State costs, and Hays County would contribute a total of \$1,279,450.00, which includes construction engineering, environmental clearance, and local match construction funding. The RM 12 and RM 3237 Intersection Improvement project is anticipated to be let by Hays County for construction in early 2022.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #3**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and County of Hays, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed a Local Transportation Project Advance Funding Agreement (LPAFA) on July 29 of 2016 to effectuate their agreement to the engineering, design, and right of way purchase to add turn lanes and pedestrian crossings at the Intersection of RM 12 and FM 3237, in Hays County; and,

WHEREAS, the State and the Local Government executed Amendment#1 on March 20 of 2020; and

WHEREAS, the State and the Local Government executed Amendment#2 on April 16 of 2021; and

WHEREAS, on 8th November 2021 CAMPO approved this project with Surface Transportation Block Grant Funding under Grouped Project, which is not determined to be regionally significant as allowed for under 23 United States Code (USC) section 135. Grouping projects that are not considered by the State and MPO to be of appropriate scale for individual identification (e.g., minor rehabilitation, preventive maintenance, and non-urbanized transit projects) allows for more efficient programming, and reduces the need for revisions to the RTIPs, MPO TIPs and STIP; and

WHEREAS, it has become necessary to amend that contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

A G R E E M E N T

1. Description of Amended Items

Attachment C-2 Project Budget Estimate and Source of Funds is deleted in its entirety and replaced with Attachment C-3 Project Budget Estimate and Source of Funds, which is attached to and made part of this Amendment. The purpose is to reduce Cat 3 Local Participation and update the entire budget according to the final Engineer's estimate. The total estimated budget has increased by \$170,308 from \$1,682,629 to \$1,852,937.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Ruben Becerra
Hays County Judge

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date

ATTACHMENT C-3
PROJECT BUDGET ESTIMATE and SOURCE OF FUNDS

Category 7 (STBG) will be allocated for construction phase based on 80% Federal funding, 20% Local Government funding until the Federal funding reaches the maximum obligated amount. Engineering, Environmental, and Construction under funding Category 3 will be allocated based on 100% Local Government funding. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local Government [LG])	\$522,317	0%	\$0.00	0	\$0.00	100%	\$522,317
Environmental (by LG)	\$45,903	0%	\$0.00	0	\$0.00	100%	\$45,903
Construction Cat.7 for CSJ 0285-03-059 (by LG)	\$250,000	80%	\$200,000	0	\$0.00	20%	\$50,000
Construction Cat.3 for CSJ 0285-03-059 (by LG)	\$376,260	0%	\$0.00	0	\$0.00	100%	\$376,260
Construction Cat.7 for CSJ 0805-04-030(by LG)	\$250,000	80%	\$200,000	0	\$0.00	20%	\$50,000
Construction Cat.3 for CSJ 0805-04-030 (by LG)	\$234,970	0%	\$0.00	0	\$0.00	100%	\$234,970
Subtotal (C=A+B)	\$1,679,450		\$400,000		\$0		\$1,279,450
Environmental Direct State Costs	\$8,397	0%	\$0.00	100%	\$8,397	0	\$0.00
Right of Way Direct State Costs	\$2,099	0%	\$0.00	100%	\$2,099	0	\$0.00
Engineering Direct State Costs	\$12,596	0%	\$0.00	100%	\$12,596	0	\$0.00
Utility Direct State Costs	\$2,099	0%	\$0.00	100%	\$2,099	0	\$0.00
Construction Direct State Costs	\$58,781	0%	\$0.00	100%	\$58,781	0%	\$0.00
Indirect State Costs (5.33%)	\$89,515	0%	\$0.00	100%	\$89,515	0	\$0.00
TOTAL	\$1,852,937		\$400,000		\$173,487		\$1,279,450

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$0. This is an estimate.

The final amount of Local Government participation will be based on actual costs.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the release of the Letter of Credit #20214330 in the amount of \$362,008.18 for 6 Creeks subd., Phase 1, Section 4A.

ITEM TYPE

ACTION-ROADS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

A Letter of Credit (LOC) was issued for this section of 6 Creeks subdivision that was not released when acceptance of the construction of the roads & drainage areas was approved. It was not labeled by the subdivision name and therefore was recorded in a different location. This action allows for its release back to the developer.



00000000020214330%1470%05272021%HAA2440

IRREVOCABLE LETTER OF CREDIT

Borrower: HMBRR Development, Inc.
1011 N Lamar Blvd
Austin, TX 78703

Lender: American Bank of Commerce
Austin Downtown Banking Center
610 West 5th
Austin, TX 78701

Beneficiary: Hays County
111 E San Antonio
San Marcus, TX 78666

NO.: 20214330

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 05-10-2022 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Three Hundred Sixty-two Thousand Eight & 18/100 Dollars (\$362,008.18) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER American Bank of Commerce IRREVOCABLE LETTER OF CREDIT NO. 20214330 DATED 05-27-2021," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

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 with possible action to establish a "No Parking" zone along both sides of Bliss Spillar Road between September Song Drive and the end of Bliss Spillar Road.

ITEM TYPE

ACTION-ROADS

MEETING DATE

December 21, 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

SMITH

SUMMARY

In response to multiple instances of vehicles parking along both sides of Bliss Spillar Road, there is a need to establish a "No Parking" zone with signage within the ROW.

Bliss Spillar Rd

No Parking zone location.

Legend

Travis County

Hays County

No Parking zone - both sides of the road:
September Song to the end of Bliss Spillar Rd.

Google Earth

© 2021 Google



3000 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 County Judge to execute Contract Amendment No. 1 in the amount of \$8,370.00 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the RM 967 (West of Oak Forest Drive) Safety Improvements project as part of the Hays County Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 21, 2021	\$8,370.00

LINE ITEM NUMBER

035-804-96-646.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, Transportation Director	SMITH	JONES

SUMMARY

The requested Contract Amendment increases the contract compensation cap by \$8,370.00 from \$500,000.00 to \$508,370.00. This will allow for the execution of Work Authorization #2 for construction phase services in the amount of \$20,730.00. The FM 967 Safety Improvement project is funded by the 2016 Road Bond program [11-646-034].

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

**HAYS COUNTY ROAD BOND PROJECT:
RM 967 West of Oak Forest Drive ("Project")**

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and WSB & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective August 13, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$500,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$500,000.00 to \$508,370.
- II. The limits of the Contract are hereby amended to include RM 967 from the FM 1626 intersection west to Oak Forest Drive.
- III. The Engineering Services in the original Exhibit B of the Contract are hereby amended to include Construction Phase Services as shown in the attached revised Exhibit B (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER: WSB & Associates, Inc.

COUNTY:

By: 
Signature

By: _____
Signature

James W. Kennedy
Printed Name

Printed Name

Vice-President
Title

Title

Dec 8, 2021
Date

Date

Carlos A. Lopez, P.E.
12/14/2021

EXHIBIT B

ENGINEERING SERVICES

Engineer will provide professional services including feasibility studies, planning, traffic engineering, environmental studies, geotechnical studies, hydrologic and hydraulic studies, surveying, structural design, roadway design, and development of Plans, Specifications, and Estimates as needed for proposed improvements to the RM 967 corridor, intersections, and related facilities and infrastructure.

Through the approval of Contract Amendment No. 1 Engineer will also provide bid and construction phase services.

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 IT

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount of \$50,000.00 to the Professional Services Agreement between Hays County and BGE, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract and related to the 2016 Road Bond Program US 290 West at Henley Loop project.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 21, 2021	\$50,000.00

LINE ITEM NUMBER

035-803-96-865.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

Reviewed by Assistant County Auditor.

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

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

SUMMARY

This Contract Amendment increases the contract compensation cap by \$50,000.00 from \$1,450,000.00 to \$1,500,000.00 to allow for BGE to execute a Work Authorization #2 for the US 290 West at Henley Loop Road Bond Project [23-865-634].

BGE was awarded one of three on-call CE&I contracts as a respondent through RFQ 2020-Q03 and executed a contract on August 18, 2020. On August 10, 2021, BGE was selected to perform CE&I services for the US 290 West at Henley Loop project. The fee for these services on the Henley Loop project has been negotiated at \$76,215.71.

CONTRACT AMENDMENT NO. 2
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:

On-Call CE&I RFQ 2020-Q03 ("Project")

THIS CONTRACT AMENDMENT NO. 2 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and BGE, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective August 18, 20 20 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 1,450,000 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,450,000 to \$1,500,000.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Charles R. Harris
Signature

Charles R. Harris
Printed Name

Senior Vice President
Title

December 9, 2021
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

Carlos A. Lopez, P.E.
12/14/2021

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements and acceptance of the 2-year maintenance bond #800131704 in the amount of \$159,343.74 for Headwaters at Barton Creek subd., Phase 4-Section 2, Phase 4-Section 4, and Phase 5-Section 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 21, 2021	

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW. A construction bond was not issued for this project, so there isn't anything to release.

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

December 10, 2021

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

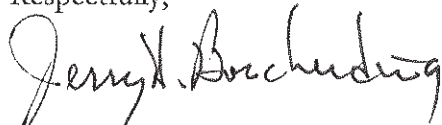
RE: Headwaters at Barton Creek subdivision, Phase 4-Section 2, Phase 4-Section 4 and Phase 5-Section 1

Dear Commissioners and Judge:

Jesse B. Malone, P.E. with Malone/Wheeler, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Headwaters at Barton Creek subdivision, Phase 4-Section 2, Phase 4-Section 4, Phase 5-Section 1, and accept the 2-year maintenance bond #800131704 in the amount of \$159,343.74. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,



Jerry Borcharding, P.E.
Director
Hays County Transportation



CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT

November 18, 2021

Jerry Borcharding, P.E.
County Engineer
Hays County Transportation Department

Re: Headwaters Phase 4 Sections 2-4 and Phase 5 Section 1 - Engineer's Concurrence Letter for Public Roadway Improvements

Mr. Borcharding:

During the construction of the Public Roadway Improvements for Headwaters Phase 4 Sections 2-4 and Phase 5 Section 1 in Dripping Springs, TX, Malone/Wheeler reviewed submittals, shop drawings and made periodic site visits to review and observe the construction of the Public Roadway Improvements.

Based on our review of the submittals, shop drawings and our construction observations, it is our opinion that the Public Roadway Improvements for Headwaters Phase 4 Sections 2-4 and Phase 5 Section 1 have been constructed in general conformance with the construction documents prepared by Malone/Wheeler, Inc with exception of the items noted above.

Please feel free to contact us with any questions.

Sincerely,
Malone/Wheeler Inc.



Jesse B. Malone, P.E.
Project Manager

cc: Jim Parman
Phil McPhearson
Ryan Houdek
Kevin Fleming





MAINTENANCE BOND

BOND NO. 800131704

KNOW ALL MEN BY THESE PRESENTS:

That we CC Carlton Industries, Ltd. as Principal, and
Atlantic Specialty Insurance Company as Surety, are held and firmly bound unto _____

Hays County, Texas

as Oblige in the sum of One Hundred Fifty-nine Thousand Three Hundred Forty-three And 74/100

Dollars (\$159,343.74) for which sum,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the _____ day of _____, _____, Principal entered into a contract with the
Obligee for:

Headwaters at Barton Creek Subdivision, Phase 4 Sections 2-4 and Phase 5 Section 1: Street
Improvements

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material
or construction that shall appear within Two (2) year(s) from the date of the substantial completion,
(11/23/2023) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 23rd day of November, 2021.

CC Carlton Industries, Ltd.

Witness

BY:

Principal

ITS:

V.D. OF P.M.

Atlantic Specialty Insurance Company

BY:

Attorney-in-Fact

John W. Schuler

Witness



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Walter E. Benson Jr, Steve Dobson, John W. Schuler**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

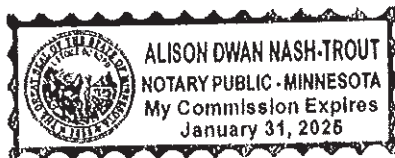
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of November, 2021.

This Power of Attorney expires
January 31, 2025



Kara Barrow, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier
at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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

1-800-252-3439

You may write the Texas Department of
Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su
compañia de seguros para informacion o para someter
una queja al:

1-800-321-2721

Usted tambien puede escribir a su compaña
de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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

1-800-252-3439

Puede escribir al Departamento de Seguros de
Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene
una disputa concniente a su prima o a un reclamo, debe
comunicarse con el agente primero. Si no se resuelve la
disputa, puede entonces comunicarse con el
departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo
para proposito de informacion y no se convierte en parte
condicion del documento adjunto.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the construction bond #PH3010406555 in the amount of \$843,062.00, and acceptance of the 2-year maintenance bond #800131703 in the amount of \$75,763.60 for Headwaters at Barton Creek subd., Phase 4-Section 5.

ITEM TYPE

ACTION-ROADS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

December 10, 2021

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

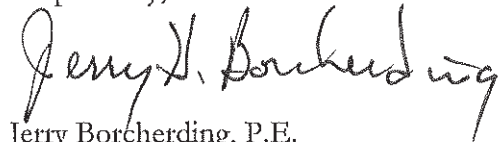
RE: Headwaters at Barton Creek subdivision, Phase 4-Section 5

Dear Commissioners and Judge:

Jesse B. Malone, P.E. with Malone/Wheeler, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Headwaters at Barton Creek subdivision, Phase 4-Section 5, release the construction bond #PB3010406555 in the amount of \$843,062.00, and accept the 2-year maintenance bond #800131703 in the amount of \$75,763.60. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,



Jerry Borcharding, P.E.
Director
Hays County Transportation



CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT

November 18, 2021

Jerry Borcharding, P.E.
County Engineer
Hays County Transportation Department

Re: Headwaters Phase 4 Sections 5 & 6 - Engineer's Concurrence Letter for Public Roadway Improvements

Mr. Borcharding:

During the construction of the Public Roadway Improvements for Headwaters Phase 4 Sections 5 & 6 in Dripping Springs, TX, Malone/Wheeler reviewed submittals, shop drawings and made periodic site visits to review and observe the construction of the Public Roadway Improvements.

Based on our review of the submittals, shop drawings and our construction observations, it is our opinion that the Public Roadway Improvements for Headwaters Phase 4 Sections 5 & 6 have been constructed in general conformance with the construction documents prepared by Malone/Wheeler, Inc with exception of the items noted above.

Please feel free to contact us with any questions.

Sincerely,
Malone/Wheeler, Inc.

Jesse B. Malone, P.E.
Project Manager

cc: Jim Parman
Phil McPhearson
Ryan Houdek
Kevin Fleming



MAINTENANCE BOND

BOND NO. 800131703

KNOW ALL MEN BY THESE PRESENTS:

That we CC Carlton Industries, Ltd. as Principal, and
Atlantic Specialty Insurance Company as Surety, are held and firmly bound unto _____

Hays County, Texas

as Oblige in the sum of Seventy-five Thousand Seven Hundred Sixty-three And 60/100

Dollars (\$75,763.60) for which sum,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the _____ day of _____, _____, Principal entered into a contract with the
Obligee for:

Headwaters at Barton Creek Subdivision, Phase 4 Section 5: Street Improvements

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material
or construction that shall appear within Two (2) year(s) from the date of the substantial completion,
(11/12/2023) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 23rd day of November, 2021.

CC Carlton Industries, Ltd.

Witness

BY:

Principal

ITS:

V.P. OF P.M.

Atlantic Specialty Insurance Company

BY:

Attorney-in-Fact

John W. Schuler

Witness



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Walter E. Benson Jr, Steve Dobson, John W. Schuler**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

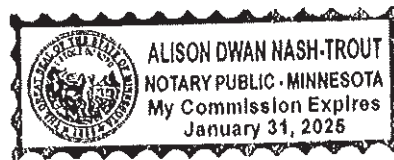



STATE OF MINNESOTA
HENNEPIN COUNTY

By


Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 23rd day of November, 2021.



This Power of Attorney expires
January 31, 2025


Kara Barrow, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

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Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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at

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Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES: Should
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AVISO IMPORTANTE

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compañía de seguros para informacion o para someter
una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía
de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

Puede comunicarse con el Departamento de Seguros de
Texas para obtener informacion acerca de companias,
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1-800-252-3439

Puede escribir al Departamento de Seguros de
Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene
una disputa concerniente a su prima o a un reclamo, debe
comunicarse con el agente primero. Si no se resuelve la
disputa, puede entonces comunicarse con el
departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo
para proposito de informacion y no se convierte en parte
condicion del documento adjunto.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the construction bond #PB3010406556 in the amount of \$1,175,523.65, and acceptance of the 5-year maintenance bond #800131707 in the amount of \$21,617.40 for Headwaters at Barton Creek subd., Phase 4-Section 6.

ITEM TYPE

ACTION-ROADS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

December 10, 2021

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

RE: Headwaters at Barton Creek subdivision, Phase 4-Section 6

Dear Commissioners and Judge:

Jesse B. Malone, P.E. with Malone/Wheeler, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Headwaters at Barton Creek subdivision, Phase 4-Section 6, release the construction bond #PB3010406556 in the amount of \$1,175,523.65, and accept the 5-year maintenance bond #800131707 in the amount of \$21,617.40. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,

Jerry Borcharding, P.E.
Director
Hays County Transportation



CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

November 18, 2021

Jerry Borcharding, P.E.
County Engineer
Hays County Transportation Department

Re: Headwaters Phase 4 Sections 5 & 6 - Engineer's Concurrence Letter for Public Roadway Improvements

Mr. Borcharding:

During the construction of the Public Roadway Improvements for Headwaters Phase 4 Sections 5 & 6 in Dripping Springs, TX, Malone/Wheeler reviewed submittals, shop drawings and made periodic site visits to review and observe the construction of the Public Roadway Improvements.

Based on our review of the submittals, shop drawings and our construction observations, it is our opinion that the Public Roadway Improvements for Headwaters Phase 4 Sections 5 & 6 have been constructed in general conformance with the construction documents prepared by Malone/Wheeler, Inc with exception of the items noted above.

Please feel free to contact us with any questions.

Sincerely,
Malone/Wheeler, Inc.

Jesse B. Malone, P.E.
Project Manager

cc: Jim Parman
Phil McPhearson
Ryan Houdek
Kevin Fleming

5113 Southwest Parkway, Suite 260, Austin, Texas 78735 T: 512.899.0601

Firm Registration No. F-786 ★ www.malonewheeler.com

F:\Headwaters\Projects\16-085 Headwaters - Phase 4\Documents\Phase 4 Section 2\Construction\Project Closeout



MAINTENANCE BOND

BOND NO. 800131707

KNOW ALL MEN BY THESE PRESENTS:

That we CC Carlton Industries, Ltd. as Principal, and
Atlantic Specialty Insurance Company as Surety, are held and firmly bound unto _____

Hays County, Texas

as Oblige in the sum of Twenty-one Thousand Six Hundred Seventeen And 40/100

Dollars (\$21,617.40) for which sum,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the _____ day of _____, _____, Principal entered into a contract with the
Obligee for:
Headwaters Phase 4 Section 6 Street Improvements

Which contract is by reference made a part hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material
or construction that shall appear within Five (5) year(s) from the date of the substantial completion,
(12/1/2026) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 1st day of December, 2021.

CC Carlton Industries, Ltd.

Witness

BY:

Principal

ITS:

J.P. OF P.M.

Atlantic Specialty Insurance Company

BY:

Attorney-In-Fact John W. Schuler

Witness



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Walter E. Benson Jr, Steve Dobson, John W. Schuler**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

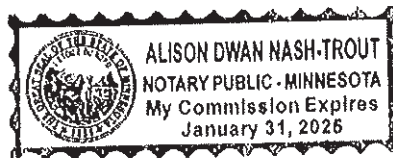
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.




By 
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.





Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 1st day of December, 2021.



This Power of Attorney expires
January 31, 2025


Kara Barrow, Secretary

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your agent.

You may call your Insurance Carrier's toll-free telephone number for information or to make a complaint at:

1-800-321-2721

You may also write to your Insurance Carrier
at

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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

1-800-252-3439

You may write the Texas Department of
Insurance:

P.O. Box 149104, Austin, TX 78714-9104

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su agente.

Usted puede llamar al numero de telefono gratis de su
compañía de seguros para informacion o para someter
una queja al:

1-800-321-2721

Usted tambien puede escribir a su compañía
de seguros en:

Atlantic Specialty Insurance Company
Paralegal

605 Highway 169 North, Suite 800
Plymouth, MN 55441

1-781-332-7671

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

1-800-252-3439

Puede escribir al Departamento de Seguros de
Texas:

P.O. Box 149104, Austin, TX 78714

Fax: (512) 490-1007

Web: www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS □ RECLAMOS: Si tiene
una disputa concerniente a su prima o a un reclamo, debe
comunicarse con el agente primero. Si no se resuelve la
disputa, puede entonces comunicarse con el
departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo
para proposito de informacion y no se convierte en parte
condicion del documento adjunto.

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 authorize the County Judge to execute Amendment #1 to an Agreement between Hays County and the Texas Department of Transportation for a Local On-System Improvement Project on FM 2770, executed on September 6, 2019.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 21, 2021	N/A

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This amendment will terminate the Agreement, according to Article 4. Hays County desires to terminate the agreement because hydraulic calculations showed that enlarging the culvert under the roadway would affect downstream structures and to mitigate the additional flow would require a huge detention pond.

STATE OF TEXAS §

COUNTY OF HAYS §

**AGREEMENT FOR A LOCAL ON-SYSTEM IMPROVEMENT PROJECT
AMENDMENT #1**

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and County of Hays, acting by and through its duly authorized officials, called the Local Government.

W I T N E S S E T H

WHEREAS, the State and the Local Government executed an Agreement for a Local On-System Improvement Project on September 6th of 2019 to effectuate their agreement to replace highway culvert on FM 2770 from 0.32 miles north of RM 150 to 0.70 miles north of RM 150 in Hays County; and,

WHEREAS, the Local Government discovered significant potential adverse impact from the project; and,

WHEREAS, it has become necessary to amend that Agreement for termination;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government agree as follows:

A G R E E M E N T

1. Description of Amended Items

The Local Government terminates this Agreement according to Article 4 of the Agreement, because hydraulic calculations showed that enlarging the culvert under the roadway would affect downstream structures and to mitigate the additional flow would require a huge detention pond.

All other provisions of the original contract are unchanged and remain in full force and effect.

2. Signatory Warranty

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

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

THE LOCAL GOVERNMENT

Ruben Becerra
County Judge

Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

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 authorize the County Judge to execute Contract Amendment No. 3 in the amount of \$2,150,000.00 to the Professional Services Agreement between Hays County and American Structurepoint, Inc for the RM 3237 Safety Improvements from RM 150 to RM 12 project in Precinct 3, as part of the 2016 Road Bond Program utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 21, 2021	\$2,150,000.00

LINE ITEM NUMBER

035-803-96-767.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) for a professional service, amount exceeds 25% of the original contract amount.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, Transportation Department	SHELL	N/A

SUMMARY

The requested Contract Amendment increases the contract compensation cap by \$2,150,000.00 from \$2,400,000.00 to \$4,550,000.00 as well as revise the Exhibit D - Rate Schedule for all work categories. This will allow for the execution of Work Authorization No. 3 for Preliminary Engineering and PS&E Design of RM 3237 Phase 2. The RM 3237 Phase 2 project consists of adding shoulder improvements from RM 12 to RM 150 and intersection improvements at Old Kyle Road, Harris Road, Elm Terrace Lane, Whispering Ridge, and Red Hawk Road. The design will be paid for with 2016 Road Bond dollars [16-767-034].

CONTRACT AMENDMENT NO. 3
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
FM 3237 Safety Improvements Project from RM 150 to RM 12 (“Project”)

THIS CONTRACT AMENDMENT NO. 3 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 11, 2017 (the “Contract”) and AMENDMENT NO. 1 on February 25, 2020 and AMENDMENT NO. 2 on May 12, 2020;

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$2,400,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT


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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased by \$ 2,150,000.00 from \$2,400,000.00 to \$ 4,550,000.00.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: 
Signature
RICARDO ZAMARRIPA
Printed Name

VICE PRESIDENT
Title

12/14/2021
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

Carlos A. Lopez, P.E.
12/15/2021

LIST OF EXHIBITS ATTACHED

(1) **Exhibit D** Rate Schedule

EXHIBIT D

RATE SCHEDULE

American Structurepoint, Inc.		Cobb, Fendley & Associates, Inc.	
Principal	\$ 285.00	Senior Project Manager	\$ 278.00
QA/QC	\$ 285.00	Project Engineer	\$ 155.00
Senior PM	\$ 280.00	Graduate Engineer	\$ 108.00
PM	\$ 230.00	Sr. Utility Specialist	\$ 175.00
Senior Project Engineer	\$ 190.00	Utility Specialist	\$ 118.00
Project Engineer	\$ 165.00	Senior Tech	\$ 149.00
Senior Tech	\$ 140.00	Tech	\$ 129.00
Tech	\$ 100.00	SUE Task Manager	\$ 175.00
EIT	\$ 120.00	SUE 1 Man Designating Crew	\$ 125.00
		SUE 2 Man Designating Crew	\$ 185.00
		Vac Truck and 2 Technicians	\$ 325.00
Blanton & Associates, Inc.		RPLS	\$ 175.00
Env. Manager	\$ 175.00	2 Person Survey Crew	\$ 150.00
Sr. Env. Planner	\$ 145.00	Clerical	\$ 82.00
Sr. Env. Scientist	\$ 135.00		
Sr. Biologist	\$ 130.00	Raba Kistner Consultants	
Env. Planner II	\$ 120.00	Principal	\$ 220.00
Env. Planner I	\$ 100.00	Senior Project Manager	\$ 195.00
Sr. Historian	\$ 115.00	Project Manager	\$ 185.00
Sr. Archeologist	\$ 110.00	Project Engineer	\$ 165.00
Archeologist	\$ 100.00	EIT	\$ 135.00
Biologist I	\$ 100.00	CAD Tech	\$ 75.00
Env. Scientist I	\$ 95.00	Admin/ Clerical	\$ 60.00
Sr. GIS Tech	\$ 105.00		
GIS Tech	\$ 85.00		
Technical Editor	\$ 76.00		
		WSB & Associates	
Concept Development & Planning, LLC		PM	\$ 240.00
Principal	\$ 200.00	Sr. Engineer	\$ 210.00
Public Involvement Manager	\$ 165.00	Senior Engineering Tech	\$ 160.00
Public Involvement Specialist Lead	\$ 140.00	Graduate Engineer II	\$ 115.00
Public Involvement Specialist	\$ 125.00		
PI Coordinator	\$ 90.00		
Admin clerical	\$ 75.00		

Surveying and Mapping, LLC	
Senior Project Manager	\$ 180.00
Project Manager	\$ 160.00
Senior Survey Tech	\$ 110.00
Survey Tech	\$ 98.00
2 Person crew	\$ 155.00
3 Person crew	\$ 195.00
Field Coordinator	\$ 105.00
Cambrian Environmental	
Karst Invertebrate Specialist	\$ 190.00
Karst Geoscientist / Karst Invertebrate Specialist	\$ 130.00
Karst Biologist	\$ 82.00
Karst Technician	\$ 71.00

American Structurepoint, Inc.		
Traffic Data Collection		
12-hr Turning Movement Counts	\$ 1,200.00	each
48-hr Tube Counts	\$ 1,000.00	each
Surveying and Mapping, LLC		
GPS RTK	\$ 25.00	hr
Terrestrial Laser Scanner SX-10	\$ 35.00	hr
Primary Control Monuments	\$ 90.00	each
Deed Copies	\$ 1.00	page
Blanton & Associates, Inc.		
Environmental Field Supplies	\$ 100.00	
GPS Usage (per day)	\$ 100.00	day
Hazardous Materials Database Search, incl. Historical Aerials + GIS files	\$ 1,750.00	

Concept Development & Planning, LLC		
Printing Cost (corrugated signs, foam boards, postcards)	\$ 100.00	each
Postage	\$ 0.58	each
Photocopies Color (8.5 X 11)	\$ 1.00	each
Photocopies Color (11 X 17)	\$ 1.50	each
Venue Rental and Misc. (meeting supplies, etc.)	\$ 250.00	
Advertisements	\$ 300.00	
Project Website and Phone Platform	\$ 500.00	

Raba Kistner Consultants		
MOBILIZATION	\$ 4.95	mile
AUGER DRILLING W/O SAMPLING 0 - 50 FT (SOIL)	\$ 18.50	ft
AUGER DRILLING W/O SAMPLING 0 - 50 FT (ROCK)	\$ 22.50	ft
AUGER DRILLING W/O SAMPLING 50 - 100 FT	\$ 22.50	ft
HOLLOW STEM DRILLING	\$ 28.00	ft
CORE DRILING AND SAMPLING 0 - 25 FT (ROCK)	\$ 35.00	ft
SPT	\$ 20.00	each
TCP	\$ 25.00	each
BACKFILL BORING HOLE	\$ 3.50	ft
DRILLER STANDBY	\$ 195.00	mh
DRILLER CLEANUP	\$ 230.00	mh
BORING LAYOUT	\$ 110.00	mh
DRILLING - COORDINATION	\$ 110.00	mh
TRAFFIC CONTROL - COORDINATION	\$ 110.00	mh
TRAFFIC CONTROL	\$ 1,800.00	day
LOGGER	\$ 75.00	mh
VEHICLE TRIP CHARGE	\$ 0.75	mile
MOISTURE CONTENT	\$ 15.00	per test
ATTERBERG LIMITS DETERMINATION	\$ 105.00	per test
GRAIN SIZE ANALYSIS	\$ 87.00	per test
MATERIAL FINER THAN NO. 200 SIEVE	\$ 58.00	per test
UNCONFINED COMPRESSIVE STRENGTH	\$ 49.00	per test
SULFATE TESTING	\$ 98.00	per test
SCOUR ANALYSIS	\$ 150.00	per test
LIME SERIES CURVE	\$ 475.00	per test
MOISTURE DENSITY RELATIONSHIP CURVE	\$ 295.00	per test
RESILIENT MODULUS TESTING	\$ 1,800.00	per test
TEXAS TRIAXIAL TEST	\$ 1,350.00	per test

Travel Expenses will be reimbursed based on the following guidelines:

- Reimbursement requests must include receipts, invoices and documentation for all submittals
- Automobile mileage reimbursement for project related travel will be reimbursed at the IRS rate per mile. A travel log documenting the date, location of travel to/from, number of miles traveled, and purpose of trip should be provided as back-up;
 - Mileage should be submitted on the basis of the most commonly/efficient used route
 - Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- Meals will be reimbursed when traveling more than 45 miles with a maximum amount for meals as indicated below. Alcoholic beverages and tips are not reimbursable.
 - Morning Meal \$7.00
 - Noon Meal \$13.00
 - Evening Meal \$16.00

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the selection of LJA Engineering, Inc. to provide right-of-way acquisition services for the RM 150 West Alignment in Precinct 3; and to authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 21, 2021	\$0.00

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
Jerry Borcharding, P.E., Transportation Director	SHELL	SMITH

SUMMARY

The RM 150 West Alignment (I35 to RM 150/Kyle) [22-871-034] project is currently under design by K Friese & Associates, Inc. with CD&P providing Public Involvement Services and requires early ROW acquisition services for corridor preservation.

LJA Engineering, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2021-Q02 on July 27, 2021 Item 48. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute Change Order No. 2, time extension, to the Professional Services Agreement between Hays County and RPS Infrastructure, Inc. for design services on the RM 12 at RM 3237 Intersection Improvements project in Precinct 3 as part of the Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 21, 2021	\$0.00

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
Jerry Borcharding, P.E., Transportation Director	SHELL	N/A

SUMMARY

The requested Change Order will add 250 project calendar days to the RPS Infrastructure, Inc. Professional Services Agreement to provide design services on the RM 12 at RM 3237 Intersection Improvements [26-768-020] Road Bond project to allow additional time for construction phase services through May 10, 2022. No additional funds are required for this Change Order.



Hays County Transportation Department Change Order Request Form

Date: November 02, 2021 Contract Performance Date: April 9, 2019

Project Name: RM12 & RM3237 Intersection Improvements

Contract number: _____

Contractor/Consultant: RPS Infrastructure, Inc.

Change Order Number: 02

Change in Scope Necessitating Change-Order:

Project letting date changed to February 2022 and additional services added to modify pavement structural section after 100% submittal was made. Fees for additional service will be include in the proposal for the Bond Program Work Authorization #02. See Attachment A for updated design schedule.

Attach Supporting Documentation for Change Order to this Form

Original Contract Amount: \$ 383,426.00

Net Amount of Previously Authorized Change Order: \$ 0.00

Net Amount for this requested change order: \$ 0.00

Total Contract Amount with all change orders: \$ 383,426.00

Original Contract Performance Length: 502 Days

Net previous schedule change orders: 375 Days

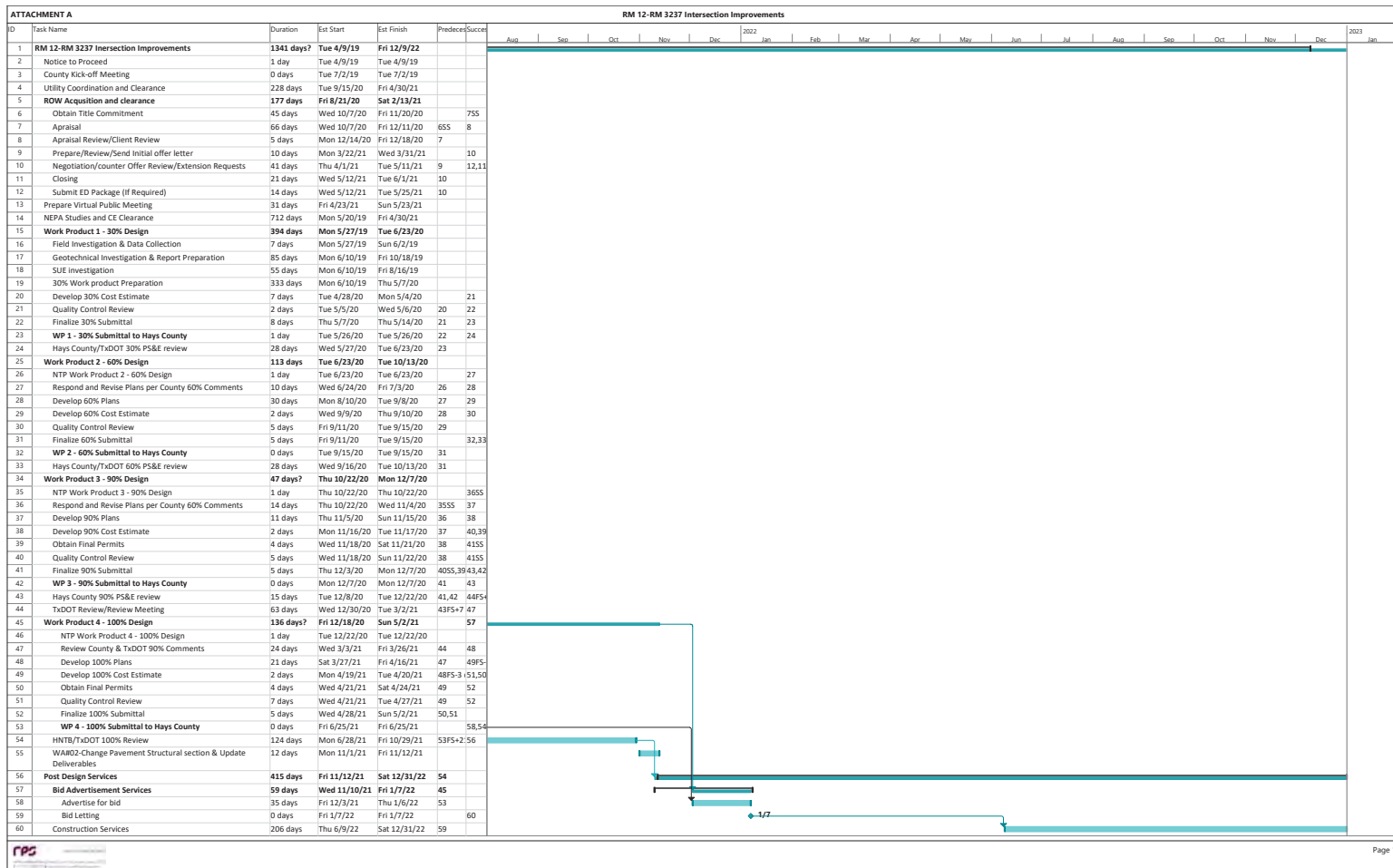
Net Schedule adjustment requested this change order: 250 Days

Total performance days with change orders: 1127 Days

Contractor: John Friedman-RPS Sign:  Date: 11/02/2021

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

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$25,000.00 and to add new rate categories to the Professional Services Agreement between RPS Infrastructure, Inc. for the RM 12 at RM 3237 intersection project in Precinct 3, as part of the 2016 Road Bond Program.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 21, 2021	\$25,000.00

LINE ITEM NUMBER

020-710-00-768.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The requested Contract Amendment No. 1 increases the compensation cap by \$25,000.00 from \$270,000.00 to \$295,000.00 and will approve the use of new subconsultants, McGray & McGray Land Surveyors, Inc to obtain flowline info for sanitary sewer line that was constructed after the initial survey was completed and CD&P community outreach & engagement firm for preparation of a website and video for the joint bid sanitary sewer work with the City of Wimberley. The contract amendment will approve use of these subconsultant's rate schedules and add them to the master contract as well as allow for the execution of Work Authorization #2 in the amount of \$104,507.00 for these additional services for local let, utility joint bid services, survey services, preparation of website & video, and construction phase services. The request will also accommodate the redesign effort required by TxDOT in early November 2021 after the 100% Submittal was provided to TxDOT in August 2021. These additional design costs were necessary to keep the project on schedule; the redesign effort has been completed. This contract for additional design services is funded by the Transportation Department [26-768-020].

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
RM 12/RM 3237 Intersection Improvements- Additional Services (“Project”)

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective August 11, 2020 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, pursuant to Article 5 maximum payable under this contract, without modification is Two Hundred and Seventy Thousand and Zero Dollars (\$270,000,000) and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

RATE SCHEDULE


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

- I. That the original maximum payable be amended to the maximum payable under this contract, without modification, of Two Hundred and Ninety-Five Thousand and Zero dollars (\$295,000.00).
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: 
Signature

John Friedman
Printed Name

Vice President
Title

12-1-2021
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

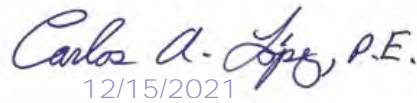

12/15/2021

EXHIBIT D

RATE SCHEDULE

Approved 8/11/2020

RPS	
CATEGORY	RATE
Principal	\$300
Team Leader / Office Leader	\$280
Senior Project Manager	\$230
Project Manager	\$180
Senior Project Engineer	\$170
Senior Designer	\$150
Project Engineer	\$140
Associate Traffic Engineer	\$125
Associate Engineer	\$110
Transportation Planner I	\$110
Transportation Planner II	\$140
Senior Transportation Planner	\$170
3D Graphics Designer	\$150
Designer/CAD Tech	\$100
Project Accountant	\$100
Project Administrator	\$90
Administrative Assistant	\$80
DIRECT EXPENSES	
Overnight Mail – Letter Size	\$15 Per Each
Courier Services	\$30 Per Each
Photocopies B/W (8.5x11)	\$0.12 Per Sheet
Photocopies B/W (11x17)	\$0.25 Per Sheet
Photocopies Color (8.5x11)	\$0.75 Per Sheet
Photocopies Color (11x17)	\$1.50 Per Sheet
Plots (B/W on Bond)	\$0.80 Per Square Foot
Plots (Color on Bond)	\$1.75 Per Square Foot
Plots (Color on Photographic Paper)	\$4.00 Per Square Foot

EXHIBIT D

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the “Initial Base Rates”. Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer’s written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Exhibit D
Rate Schedule
New

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Drive, Suite 6
Austin, Texas 78731
Office 512/451-8591 Fax 512/451-8791
Email mcgray@mcgray.com

SURVEYOR RATE SCHEDULE

SERVICE	RATE
<u>Conventional Field Crew Services:</u>	
1 man reconnaissance or data gathering	\$ 120.00 per hour
2 man survey crew, with vehicle and data collection	\$ 165.00 per hour
3 man survey crew, with vehicle and data collection	\$ 200.00 per hour
<u>GPS/RTK Field Crew Services:</u>	
GPS/RTK 1 man survey crew, with vehicle and data collection	\$ 170.00 per hour
GPS/RTK 2 man survey crew, with vehicle and data collection	\$ 215.00 per hour
GPS/RTK 3 man survey crew, with vehicle and data collection	\$ 250.00 per hour
Additional Crew/Rodman	\$ 45.00 per hour
Flagger	\$ 45.00 per hour
<u>Office/Professional/Technical Services:</u>	
Researcher	\$ 80.00 per hour
Secretarial/Administrative	\$ 70.00 per hour
AutoCAD / Survey Technician	\$ 90.00 per hour
Senior Technician	\$ 96.00 per hour
LIDAR Technician	\$ 98.00 per hour
GPS Processing	\$ 108.00 per hour
Field Coordinator	\$ 98.00 per hour
Project Manager	\$ 165.00 per hour
RPLS	\$ 145.00 per hour
Principal	\$ 190.00 per hour
RPLS - Consulting, Court Testimony, Depositions, etc.	\$ 200.00 per hour
<u>Specialized Equipment:</u>	
ATV (All Terrain Vehicle)	\$ 65.00 per day
Additional Survey Vehicle	\$ 70.00 per day
LiDAR Terrestrial Scanner	\$ 100.00 per hour
UAV (Drone) Aerial Mapper	\$ 5,000.00 per day
Mobile Mapper	\$ 9,000.00 per day

Unusual equipment or additional service providers will be charged at cost.

EXHIBIT D
RATE SCHEDULE
New
CD&P RATE SCHEDULE
HAYS COUNTY - RM 12



HOURLY RATES BY STAFF CATEGORY	RATE
Principal	\$200
Project Manager	\$165
Lead Specialist	\$125
Specialist	\$100
Coordinator	\$85
Admin	\$65
DIRECT EXPENSES	COST
Videography (est. \$1200)	At cost w/ receipt
Website URL/Hosting (1 year) (est. \$250)	At cost w/ receipt
Mileage (per mile)	Current Federal Rate

Direct expenses will be submitted for reimbursement at CD&P's invoice cost without mark-up, accompanied by copies of the provider's invoice.

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 License Agreement between Hays County, the City of San Marcos and the Texas Department of Transportation (TxDOT), by and through Hays County, for the FM 110 North project and authorize the County Judge to execute License Agreement on behalf of Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 21, 2021	\$10.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The FM 110 North project is an element of the Hays County-TxDOT Partnership Program. The project was let for construction by TxDOT in November 2021 and TxDOT will manage construction. The License Agreement is required to allow surface grading operations to be conducted by TxDOT's contractor upon property owned by the City of San Marcos that is adjacent to the FM 110 North right-of-way. The surface grading will accommodate adequate conveyance of Atlas 14 storm water flows in connection with the construction of the FM 110 North project. The License Agreement would memorialize the roles and responsibilities of Hays County, the City of San Marcos, and TxDOT, by and through Hays County, for the surface grading operations.

LICENSE AGREEMENT

STATE OF TEXAS

§

COUNTY OF HAYS

§

§

This License Agreement ("Agreement") is made and entered into by and between the City of San Marcos, Texas ("City"), and Hays County, Texas and the State of Texas and its Texas Department of Transportation, by and through Hays County, Texas (collectively "Licensee");

WHEREAS, the City owns that certain real property more particularly described as "License Agreement Grading Area" (9.57 acres and 5.02 acres) and shown on Exhibit "A", attached hereto and incorporated herein for all purposes and hereinafter referred to as "Premises"; and

WHEREAS, Licensee has submitted a request to the City to use the Premises for the sole purpose of modification of surface grading to accommodate adequate conveyance of Atlas 14 storm water flows in connection with the construction of proposed FM 110 roadway facilities upon adjacent property owned by Licensee and designated as "FM 110 ROW" on Exhibit "A"; and

WHEREAS, the City has agreed to allow Licensee to use the Premises for only said purpose pursuant to certain terms and conditions;

NOW THEREFORE, for and in consideration of the foregoing premises, terms, conditions, covenants and performances contained herein, the City and Licensee hereby enter into this Agreement and agree as follows:

PERMITTED USE OF PREMISES

1.01 The City agrees that the Licensee may use the Premises for the sole purpose of enlarging, relocating, installing, and removing, earthen and/or vegetative materials for modification of existing surface grades and slopes to allow proper containment and/or conveyance of Atlas 14 stormwater flows for the proposed FM 110 roadway facility within adjacent right of way owned by Licensee. Licensee shall provide the City written notice to Kirk Abbott via e-mail at kabbott@sanmarcostx.gov ten days prior to entering or conducting any activities on the property. The ten days shall be calculated as business days.

TERM

2.01 This Agreement is for a term of fifteen (15) months, commencing on January 1, 2022, and terminating on June 30, 2023, subject to extensions granted by City in writing.

CONSIDERATION

3.01 By execution of this Agreement City acknowledges receipt from Licensee of consideration for the use of the Premises under this Agreement in the sum of Ten Dollars (\$10.00) and other good and valuable consideration, without set off or deduction.

ACCEPTANCE OF PREMISES/DISCLAIMER

4.01 **LICENSEE ACKNOWLEDGES THAT IT IS OCCUPYING THE PREMISES "AS IS" WITH ALL FAULTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL POLLUTANTS, ASBESTOS, UNDERGROUND STORAGE TANKS AND/OR ANY OTHER HAZARDOUS MATERIALS, AND THAT THE CITY HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION OF SUCH PREMISES. LICENSEE HEREBY WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES AND LIENS BASED ON ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF HABITABILITY, AND ANY OTHER IMPLIED WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. LICENSEE ACKNOWLEDGES AND AGREES THAT LICENSEE HAS FULLY EXERCISED THE RIGHT TO INSPECT THE PREMISES FOR ANY DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH LICENSEE INTENDS TO PUT THE PREMISES. THE CITY WILL NOT HAVE TO MAKE ANY EXPENDITURE, INCUR ANY OBLIGATION, OR INCUR ANY LIABILITY OF ANY KIND WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE MAINTENANCE, OPERATION OR REPAIR OF THE PREMISES. THE CITY SHALL NOT BE LIABLE TO LICENSEE DUE TO THE PROPERTY OF THE CITY BEING IMPROPERLY CONSTRUCTED OR BEING OR BECOMING OUT OF REPAIR. THE PROVISIONS OF THIS SECTION 4.01 SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THIS LICENSE.**

COMPLIANCE WITH LAW

5.01 Licensee, at its own expense, will comply with all Federal, and State laws, codes, ordinances, rules and regulations applicable to the Premises; will install, remove and alter such equipment and facilities in, and make such alterations to the Premises as may be necessary so to comply. Licensee shall not discharge sewage, garbage, oil or gas, on the City's property. Licensee shall not commit any act or permit any act which creates or may create a nuisance in or upon the Premises during the term of this Agreement. Notwithstanding anything herein to the contrary, no part of the Premises shall be used for the manufacture or storage of flammable, explosive or hazardous materials or for any occupation which would be deemed by the City or the Federal Highway Administration to be hazardous to either the highway or nonhighway user.

LIABILITY INSURANCE

8.01 At all times during the term of this Agreement, Insurance required by the Texas Department of Transportation of its awarded FM 110 roadway construction contractor, shall insure against bodily injury, death and property damage and shall include coverage for premises and operations.

GENERAL PROVISIONS

9.01 If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties concerning the Premises and with respect to the subject matter contained herein.

9.02 Upon expiration or sooner termination of this Agreement, Licensee shall restore the Premises to a safe, clean condition, taking into account the modifications to the surface for the purposes as set out herein.

CITY

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE

HAYS COUNTY, TEXAS and STATE OF TEXAS (BY HACO)

By: _____

Ruben Becerra, County Judge

Date: _____

[Hays County Routing Approval Signatures Follow]

ROUTING FOR APPROVAL ONLY

APPROVED:

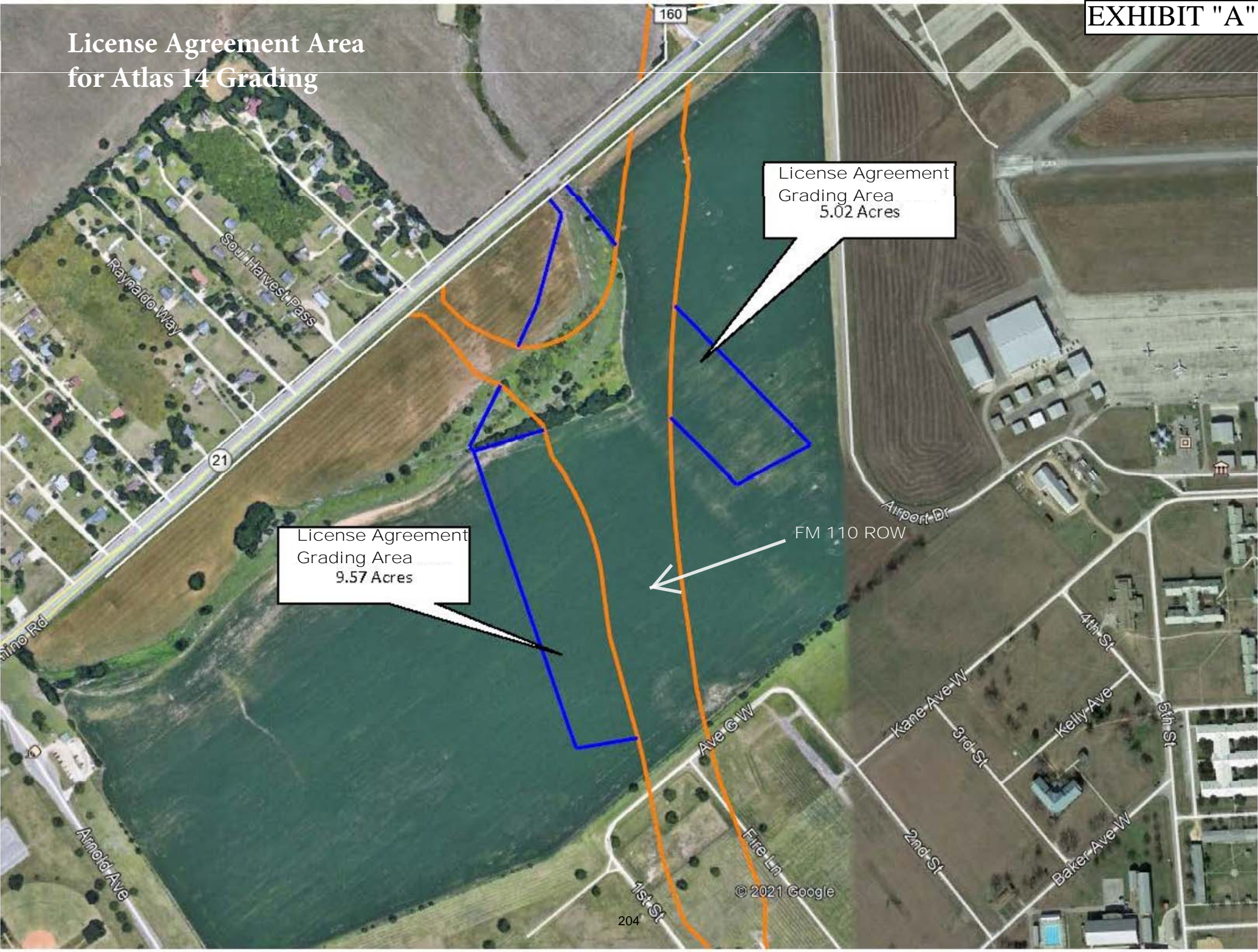
Marisol Alonzo-Villareal
County Auditor

Debbie Ingalsbe
County Commissioner, Pct. 1

APPROVED AS TO FORM:

Mark D. Kennedy
A.D.A. – Chief- Civil Division
SBOT#24032498

License Agreement Area for Atlas 14 Grading



License Agreement
Grading Area
5.02 Acres

License Agreement
Grading Area
9.57 Acres

FM 110 ROW

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Quit Claim deed for property located along Fitzhugh Road in Precinct 4, the status of which as County Right of Way has been called to question.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	December 21, 2021	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	SMITH	N/A

SUMMARY

To provide clarity regarding ownership of the property by landowner (Mr. Brooks), this item proposes to Quit Claim the portions of the property marked "Not Under Current Deed" in the attached materials.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM DEED

THE STATE OF TEXAS

§
§
§

COUNTY OF HAYS

Grantor:

HAYS COUNTY, TEXAS
a political subdivision of the State of Texas

Grantor's Mailing Address:

111 E. San Antonio Street, Suite 300
San Marcos, Hays County, Texas 78667

Grantee:

Henry H. Brooks, Jr.

Grantee's Mailing Address:

P.O. Box 118
Dripping Springs, Texas 78620

Consideration:

Good and valuable consideration the receipt and sufficiency of which is hereby acknowledged.

Property (including improvements): All of that certain parcel of land labeled as "AREA NOT UNDER CURRENT DEED" in the survey drawing attached as **Exhibit A**, SAVE AND EXCEPT all of that certain parcel of land labeled as "AREA NOT UNDER CURRENT DEED" in the survey drawing attached as **Exhibit B**, such Property being all of that property labeled as "REV.2 CHANGE LOCATION OF R.O.W. REVISED PARCEL 26, PART 1 in **Exhibit B** that lies within the Juana Rodriguez Survey and outside the Anthony G. Davy Survey 38.

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Neither Grantor nor Grantor's heirs, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the ____ day of December 2021.

[Signature Page Follows]

QUITCLAIM DEED
GRANTOR SIGNATURE PAGE

GRANTOR:

HAYS COUNTY, TEXAS, a political
subdivision of the State of Texas

By: _____
Judge Ruben Becerra
Hays County Judge

STATE OF TEXAS

§

ACKNOWLEDGEMENT

§

COUNTY OF HAYS

§

Before me, a Notary Public, in and for said county and state, on ____ of December 2021, personally appeared Judge Ruben Becerra, who is known to me to be the person whose name is subscribed to the foregoing instrument in his individual capacity and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Witness my hand and seal of office.

Notary Public - State of Texas

Exhibit A

HAYS COUNTY ROADWAY IMPROVEMENTS

Drawing 14 of 19, Rev. 1, Dated 06/22/1995

Exhibit A-1 consisting of 6 pages is included to clearly show the relevant detail of the survey drawing included in this Exhibit A.

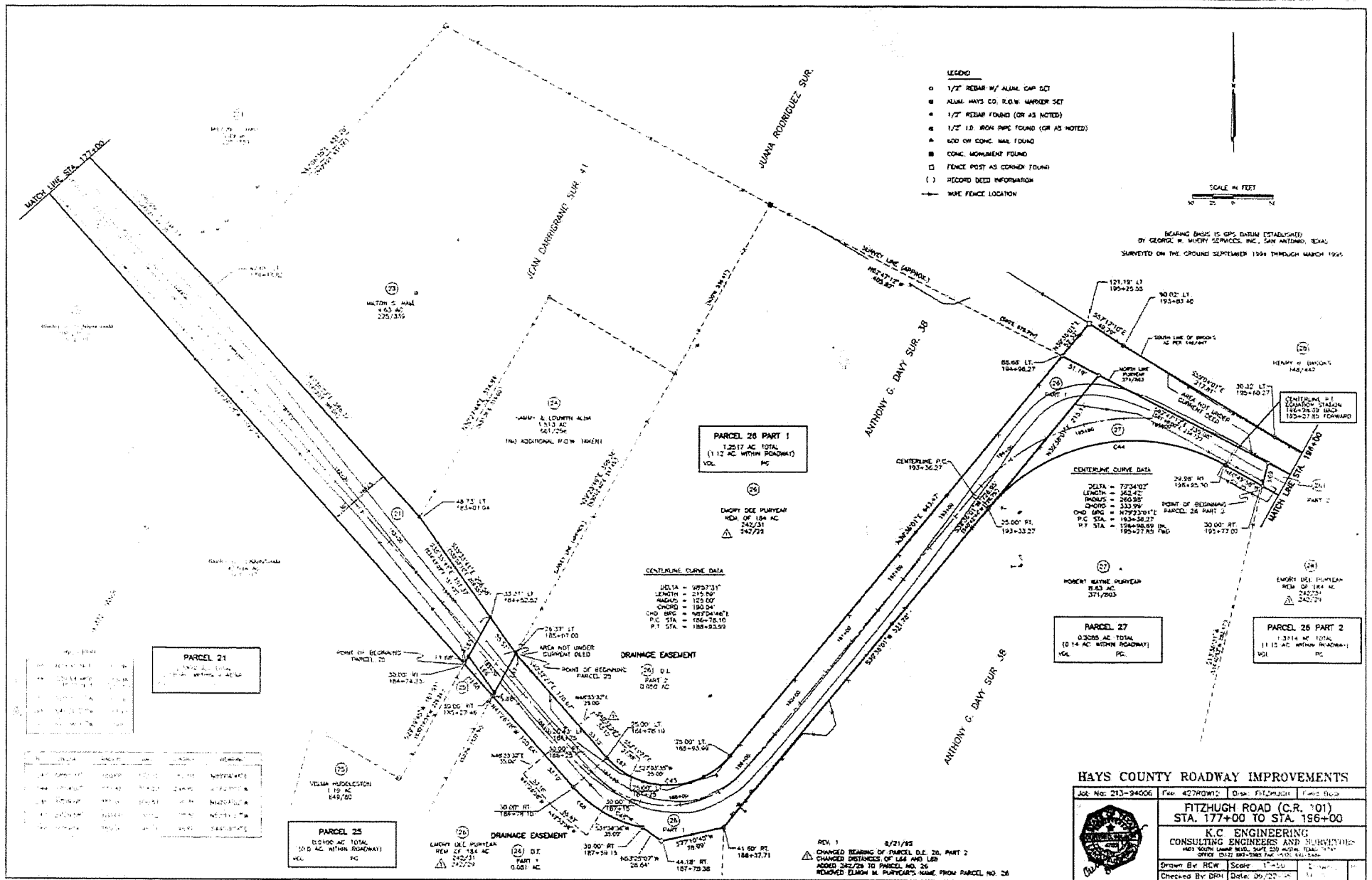
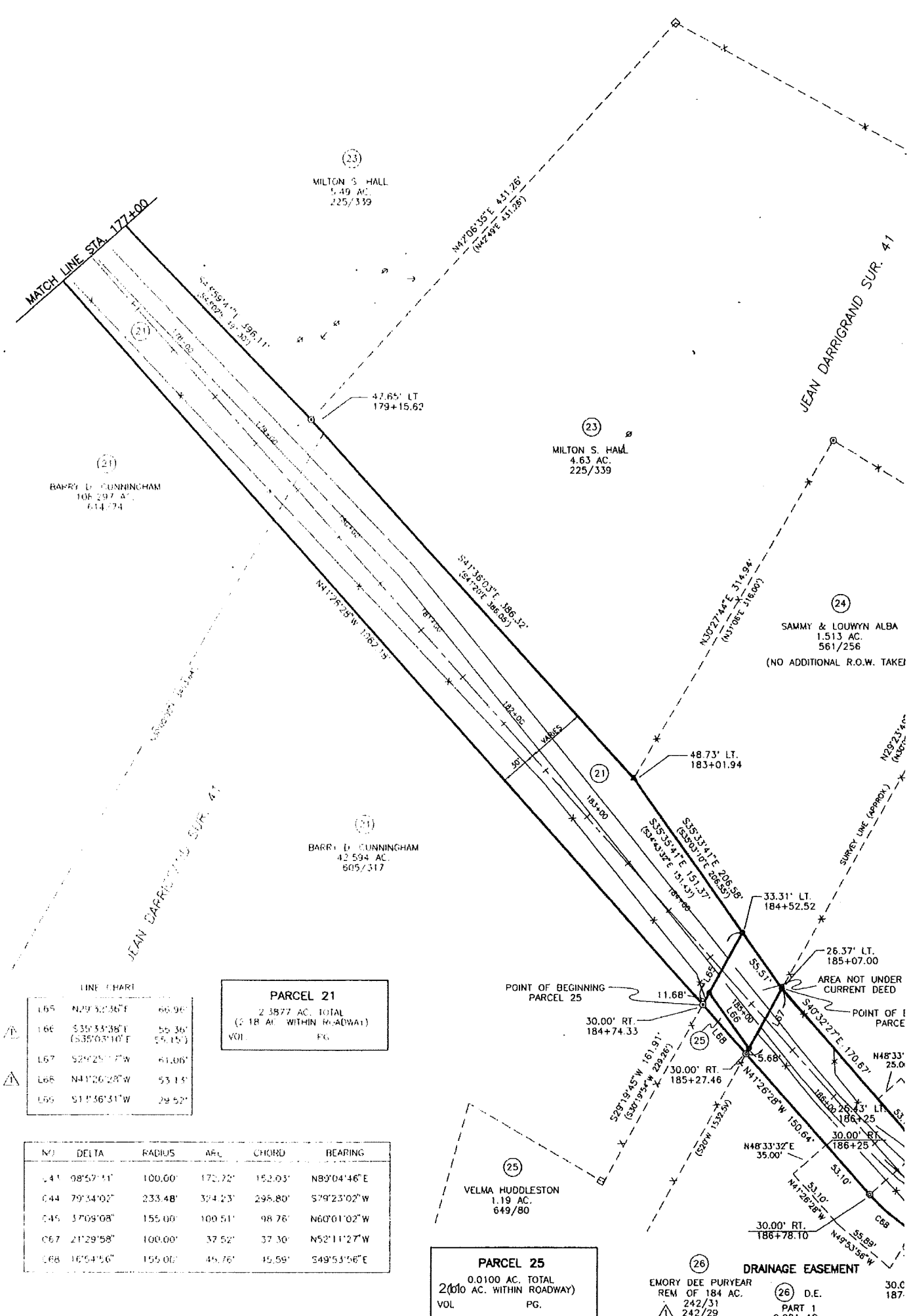


Exhibit A-1

Relevant portions of

HAYS COUNTY ROADWAY IMPROVEMENTS
Drawing 14 of 19, Rev. 1, Dated 06/22/1995



LINE CHART

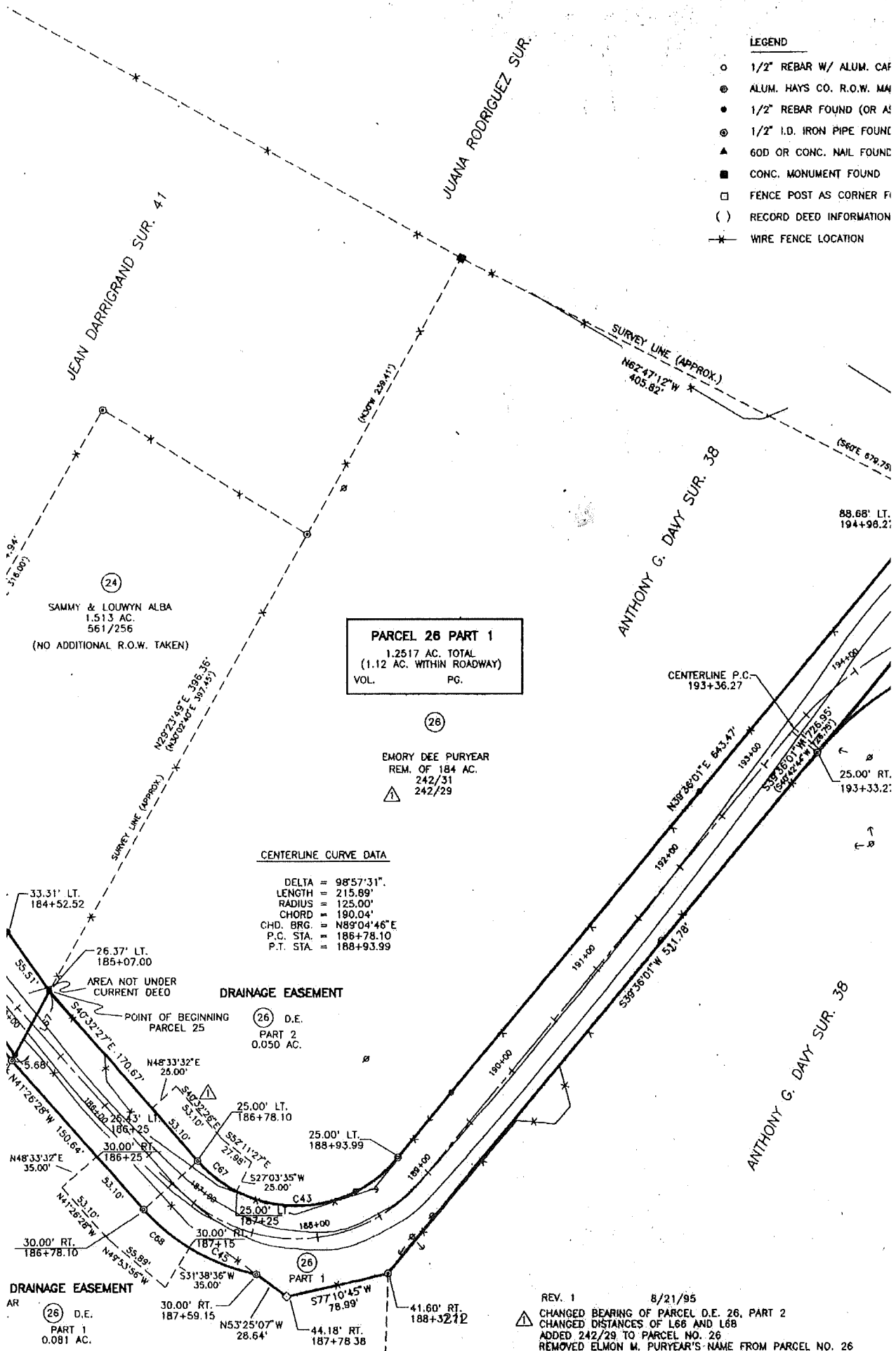
L65	N29°32'36"E	66.96'
L66	S35°53'38"E (S35°03'10"E)	56.36' 55.15'
L67	S29°25'17"W	61.06'
L68	N41°26'28"W	53.15'
L69	S11°36'31"W	29.52'

N°	DELTA	RADIUS	ARC	CHORD	BEARING
44	98°57'11"	100.00'	172.72'	152.03'	N89°04'46"E
44	79°34'02"	233.48'	374.23'	295.80'	S79°23'02"W
45	170°9'08"	155.00'	100.51'	98.76'	N60°01'02"W
67	21°29'58"	100.00'	37.52'	37.30'	N52°11'27"W
68	16°54'56"	155.00'	45.76'	45.59'	S49°53'56"E

EMORY DEE PURYEAR
REM. OF 184 AC.
242/31
242/29

26 D.E.
PART 1
0.081 AC.

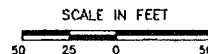
30.0
187



JUANA RODRIGUEZ SUR.

LEGEND

- 1/2" REBAR W/ ALUM. CAP SET
- ⊙ ALUM. HAYS CO. R.O.W. MARKER SET
- 1/2" REBAR FOUND (OR AS NOTED)
- ⊙ 1/2" I.D. IRON PIPE FOUND (OR AS NOTED)
- ▲ 60D OR CONC. NAIL FOUND
- CONC. MONUMENT FOUND
- FENCE POST AS CORNER FOUND
- () RECORD DEED INFORMATION
- x- WIRE FENCE LOCATION



BEARING BASIS IS GPS DATUM ESTABLISHED
BY GEORGE W. MUERY SERVICES, INC., SAN ANTONIO, TEXAS
SURVEYED ON THE GROUND SEPTEMBER 1994 THROUGH MARCH 1995.

PARCEL 26 PART 1
1.2517 AC. TOTAL
(1.12 AC. WITHIN ROADWAY)
VOL. PG.

EMORY DEE PURYEAR
REM. OF 184 AC.
242/31
242/29

E DATA

57°31'
-89'
-00'
-04'
004°46'E
+78.10
+93.99

ANTHONY G. DAVY SUR. 38

CENTERLINE P.C.
193+36.27

CENTERLINE CURVE DATA

DELTA = 79°34'02"
LENGTH = 362.42'
RADIUS = 260.98'
CHORD = 333.99'
CHD. BRG. = N79°23'01"E
P.C. STA. = 193+36.27
P.T. STA. = 196+98.69 BK.
195+27.85 FWD.

ROBERT WAYNE PURYEAR
8.63 AC.
371/803

PARCEL 27
0.3085 AC. TOTAL
(0.14 AC. WITHIN ROADWAY)
VOL. PG.

HENRY H. BROOKS
148/447

CENTERLINE P.T.
EQUATION STATION
196+98.69 BACK
195+27.85 FORWARD

EMORY DEE PURYEAR
REM. OF 184 AC.
242/31
242/29

PARCEL 26 PART 2
1.3114 AC. TOTAL
(1.15 AC. WITHIN ROADWAY)
VOL. PG.

HAYS COUNTY ROADWAY IMPROVEMENTS

Job No: 213-94006	File: 427ROW12	Disk: FITZHUGH	Field Book:
FITCHUGH ROAD (C.R. 101) STA. 177+00 TO STA. 196+00			
K.C. ENGINEERING CONSULTING ENGINEERS AND SURVEYORS 4601 SOUTH LAMAR BLVD., SUITE 230 AUSTIN, TEXAS 78745 OFFICE: (512) 892-5505 FAX: (512) 892-5506			
Drawn By: RCW	Scale: 1"=50'	Drawing	Rev
Checked By: DRH	Date: 06/22/95	14 OF 14	1

REV. 1 8/21/95

CHANGED BEARING OF PARCEL D.E. 26, PART 2
CHANGED DISTANCES OF L68 AND L69
ADDED 242/29 TO PARCEL NO. 26
REMOVED ELMON M. PURYEAR'S NAME FROM PARCEL NO. 26

214

- 1/2" REBAR W/ ALUM. CAP SET
- ⊗ ALUM. HAYS CO. R.O.W. MARKER SET
- 1/2" REBAR FOUND (OR AS NOTED)
- ⊙ 1/2" I.D. IRON PIPE FOUND (OR AS NOTED)
- ▲ 60D OR CONC. NAIL FOUND
- CONC. MONUMENT FOUND
- FENCE POST AS CORNER FOUND
- () RECORD DEED INFORMATION
- ~~—X—~~ WIRE FENCE LOCATION

50 25 0

BEARING BASIS IS GPS DATUM ESTABLISHED
BY GEORGE W. MUERY SERVICES, INC., SAN ANTONIO, TEXAS
SURVEYED ON THE GROUND SEPTEMBER 1994 THROUGH MARCH 1995.

EMORY DEE PURYEAR
REM. OF 184 AC.
242/31
242/29

ANTHONY G. DAVY SUR. 38

CENTERLINE P.C.-
193+36.27

CENTERLINE CURVE DATA

DELTA = 79°34'02"
LENGTH = 362.42'
RADIUS = 260.98'
CHORD = 333.99' POS PA
CHD. BRG. = N79°23'01"E
P.C. STA. = 193+36.27
P.T. STA. = 196+98.69 BK.
195+27.85 FWD.

POINT OF BEGINNING
PARCEL 26 PART 2

ROBERT WAYNE PURYEAR
8.63 AC.
371/803

HENRY H. BROOKS
148/447

CENTERLINE P.T.
EQUATION STATION
196+98.69 BACK
195+27.85 FORWARD

EMORY DEE PURYEAR
REM. OF 184 AC
242/31
242/29

BEARING BASIS IS GPS DATUM ESTABLISHED
BY GEORGE W. MUERY SERVICES, INC., SAN ANTONIO, TEXAS

SURVEYED ON THE GROUND SEPTEMBER 1994 THROUGH MARCH 1995.

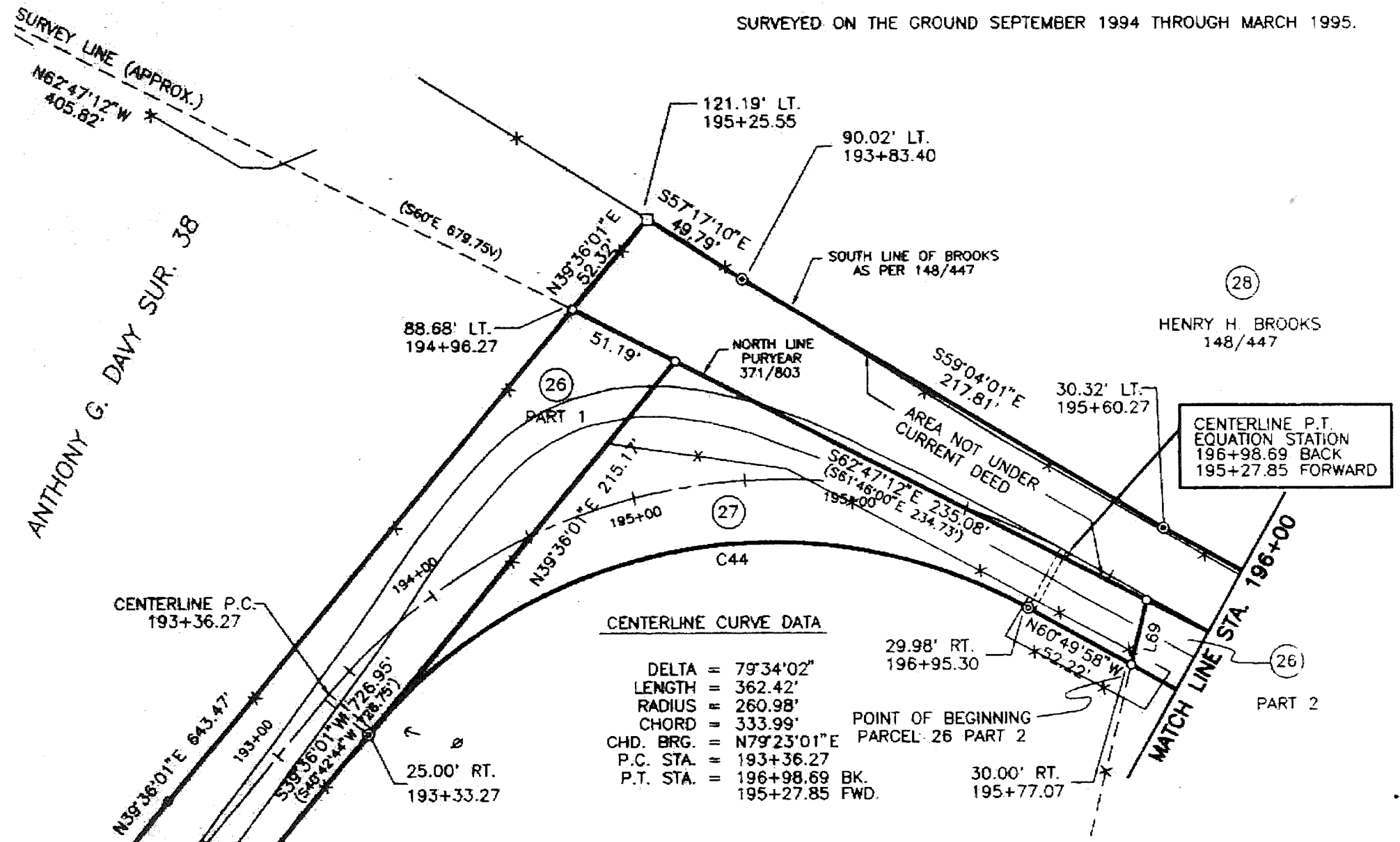


Exhibit B

HAYS COUNTY ROADWAY IMPROVEMENTS

Drawing 14 of 19, Rev. 2, Dated 10/09/1995

Exhibit B-1 consisting of 6 pages is included to clearly show the relevant detail of the survey drawing included in this Exhibit B

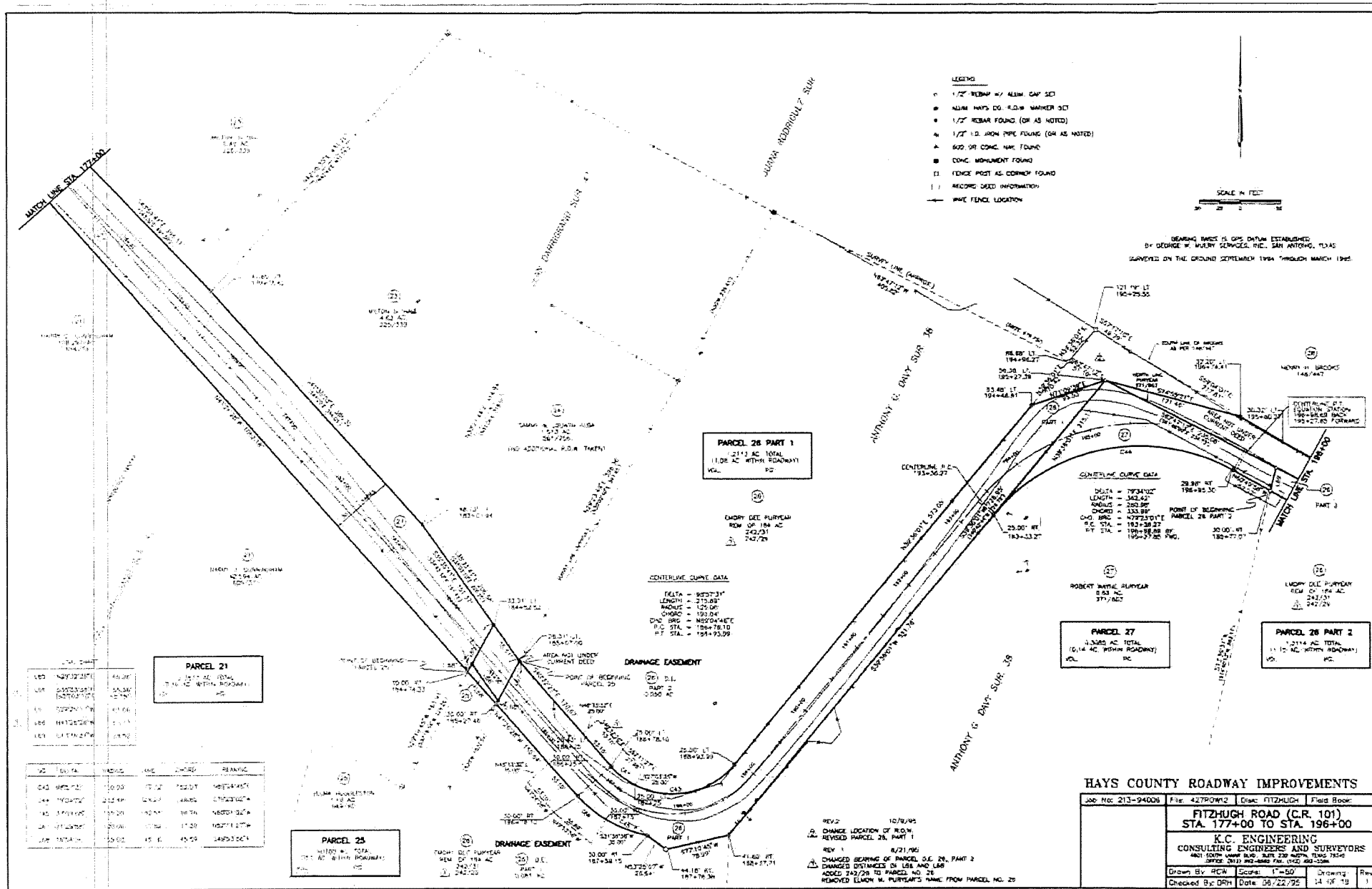


Exhibit B-1

Relevant portions of

HAYS COUNTY ROADWAY IMPROVEMENTS
Drawing 14 of 19, Rev. 2, Dated 10/09/1995

MATCH LINE STA. 177+00

(23)
MILTON S. HALL
5.49 AC.
225/339

(23)
MILTON S. HALL
4.63 AC.
225/339

(21)
HARRY D. CUNNINGHAM
108.297 AC.
614/74

(24)
SAMMY & LOUWYN
1.513 AC.
561/256
(NO ADDITIONAL R.O.V)

(21)
BARRY D. CUNNINGHAM
42.594 AC.
605/317

POINT OF BEGINNING
PARCEL 25

(25)
VELMA HUDDLESTON
1.19 AC.
649/80

PARCEL 25
0.0100 AC. TOTAL
(0.0 AC. WITHIN ROADWAY)
PG

(26)
EMORY DLE. PURYEAR
REM. OF 184 AC.
242/31
242/29

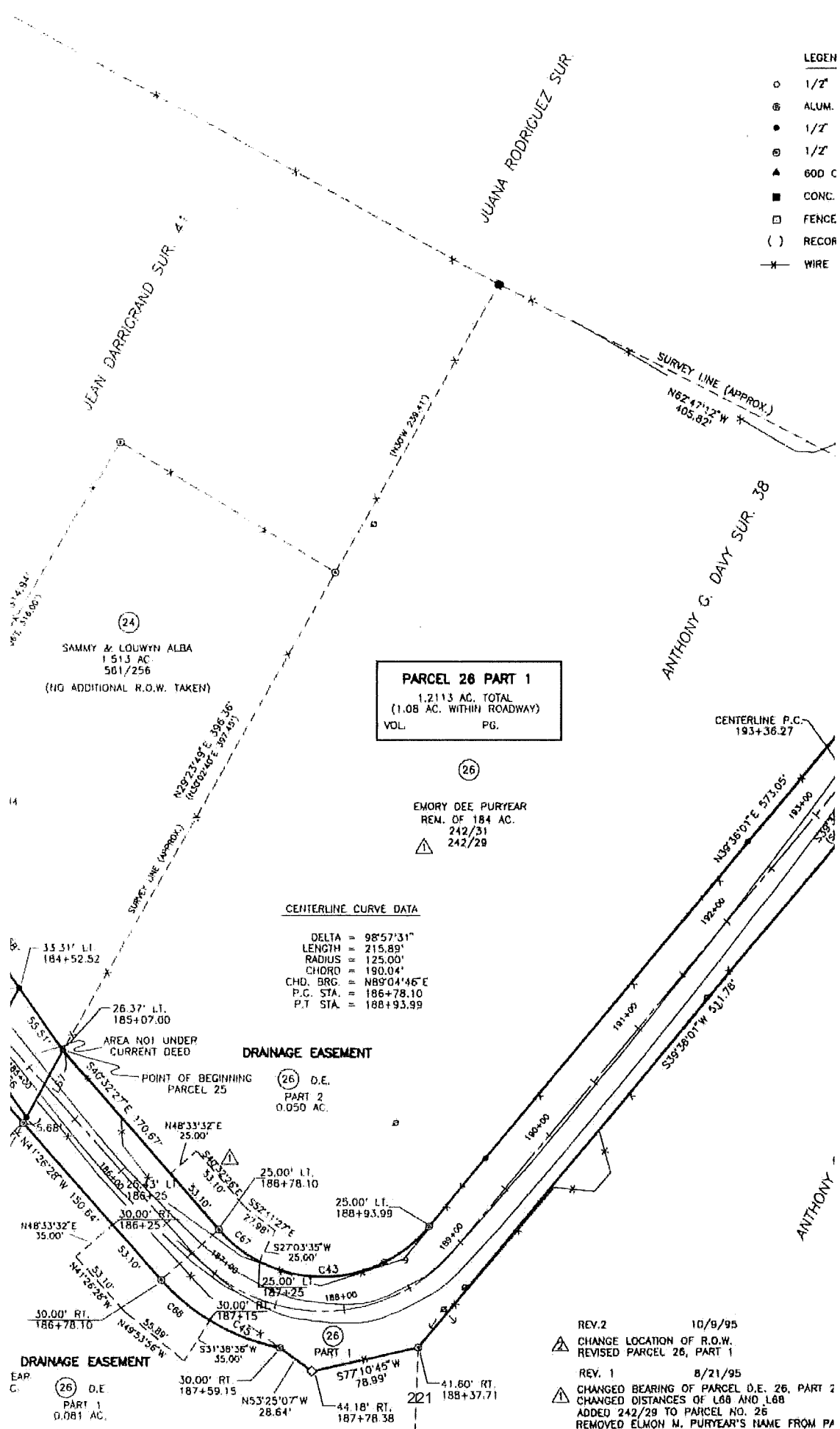
DRAINAGE EASEMENT
(26) D.E.
PART 1
0.081 AC.

LINE CHART

L65	N29°32'36"E	66.96'
L66	S35°33'38"E (S35°03'10"E)	55.36' 55.15'
L67	S29°25'17"W	61.06'
L68	N41°26'28"W	53.13'
L69	S13°36'31"W	29.52'

PARCEL 21
2.3872 AC. TOTAL
(2.18 AC. WITHIN ROADWAY)
VOL. PG.

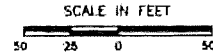
NO.	DELTA	RADIUS	ARC	CHORD	BEARING
C43	98°57'31"	100.00'	172.72'	152.03'	N89°04'46"E
C44	79°34'02"	233.48'	324.23'	298.80'	S79°23'02"W
C45	37°08'08"	155.00'	100.51'	98.76'	N60°01'02"W
C67	2°29'56"	100.00'	31.52'	31.30'	N52°11'27"W
C68	16°54'56"	155.00'	45.76'	45.59'	S49°53'56"E



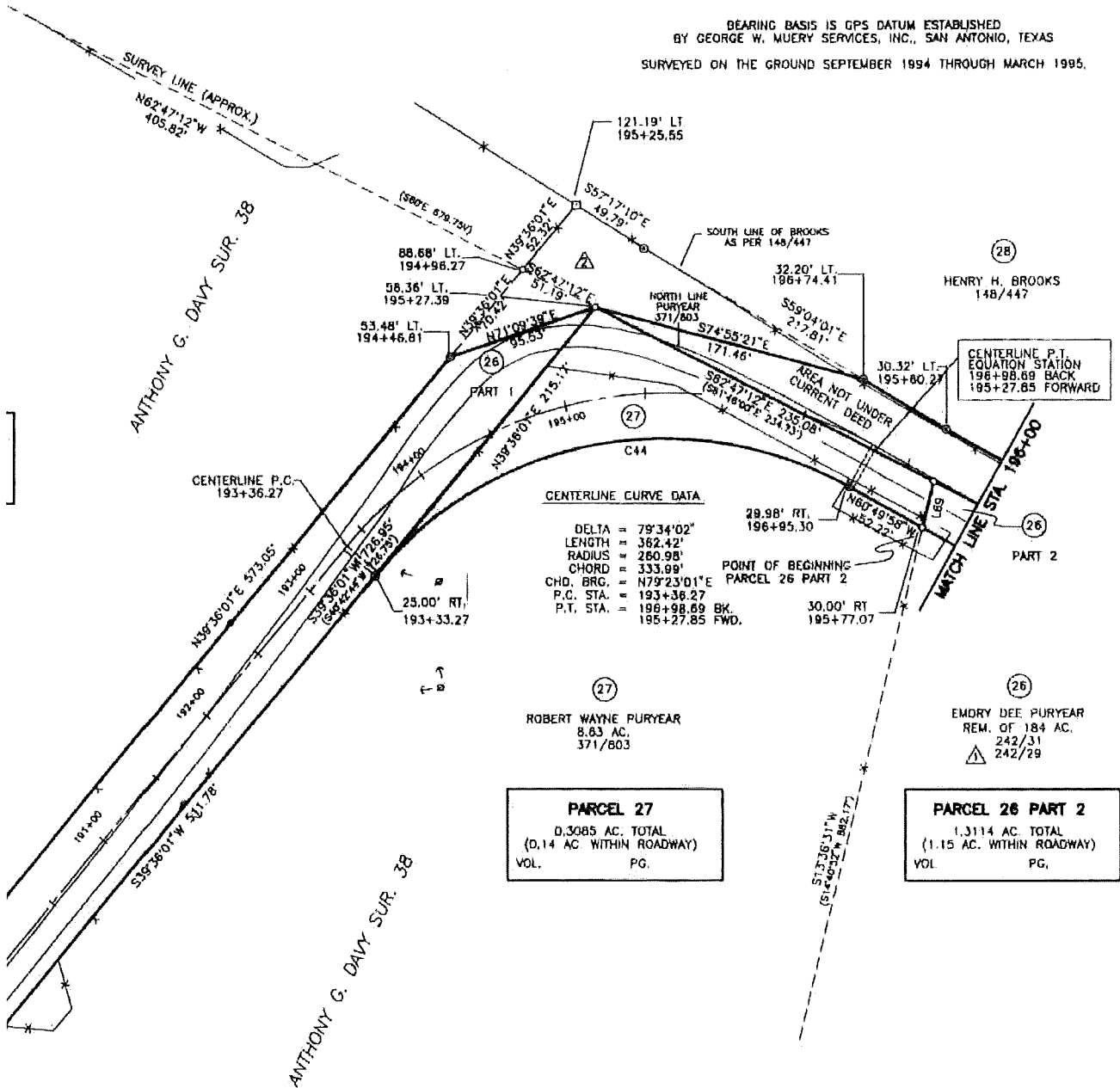
SUR.

LEGEND

- 1/2" REBAR W/ ALUM. CAP SET
- ⊙ ALUM. HAYS CO. R.O.W. MARKER SET
- 1/2" REBAR FOUND (OR AS NOTED)
- ⊙ 1/2" I.D. IRON PIPE FOUND (OR AS NOTED)
- ▲ 600 OR CONC. NAIL FOUND
- CONC. MONUMENT FOUND
- FENCE POST AS CORNER FOUND
- () RECORD DEED INFORMATION
- *— WIRE FENCE LOCATION



BEARING BASIS IS GPS DATUM ESTABLISHED
BY GEORGE W. MUERY SERVICES, INC., SAN ANTONIO, TEXAS
SURVEYED ON THE GROUND SEPTEMBER 1994 THROUGH MARCH 1995.



HAYS COUNTY ROADWAY IMPROVEMENTS

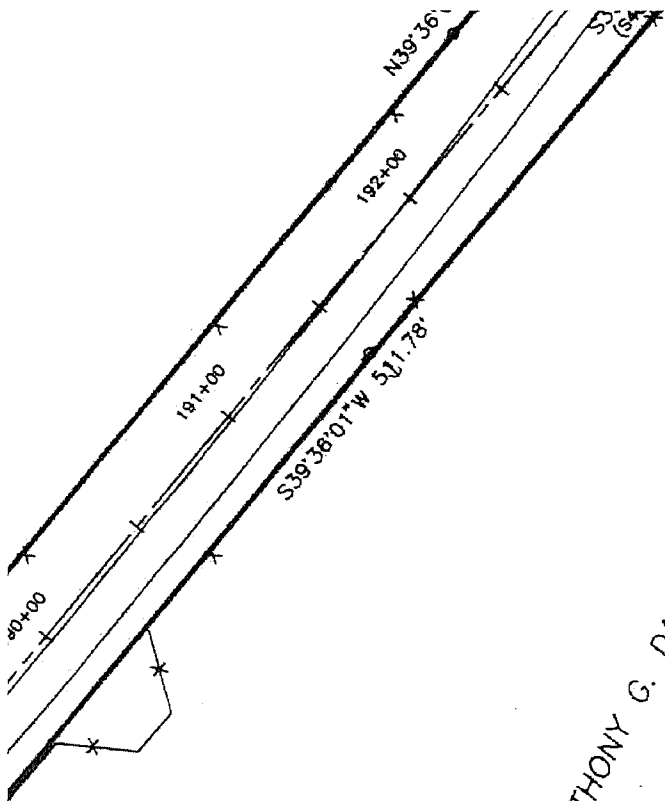
Job No: 213-94006	File: 427ROW12	Disk: FITZHUGH	Field Book:
FITCHUGH ROAD (C.R. 101) STA. 177+00 TO STA. 196+00			
K.C. ENGINEERING CONSULTING ENGINEERS AND SURVEYORS 4801 SOUTH LAMAR BLVD., SUITE 230 AUSTIN, TEXAS 78745 OFFICE: (512) 892-5585 FAX: (512) 892-5586			
222	Drawn By: RCW	Scale: 1"=50'	Drawing
	Checked By: DRH	Date: 06/22/95	14 OF 19
			Rev 1

REV.2 10/9/95

CHANGE LOCATION OF R.O.W.
REVISED PARCEL 26, PART 1

REV. 1 8/21/95

CHANGED BEARING OF PARCEL D.E. 26, PART 2
CHANGED DISTANCES OF L68 AND L68
ADDED 242/29 TO PARCEL NO. 26
REMOVED ELMON M. PURYEAR'S NAME FROM PARCEL NO. 26



ANTHONY G. DAVY SUR. 38

193+33.27

(27)
ROBERT WAYNE PURYEAR
8.63 AC.
371/803

PARCEL 27
0.3085 AC. TOTAL
(0.14 AC. WITHIN ROADWAY)
VOL. PG.

195+27.85 FWD.

195+77.07

(26)
EMORY DEE PURYEAR
REM. OF 184 AC.
242/31
242/29

PARCEL 26 PART 2
1.3114 AC. TOTAL
(1.15 AC. WITHIN ROADWAY)
VOL. PG.

S13°36'31\"/>

HAYS COUNTY ROADWAY IMPROVEMENTS

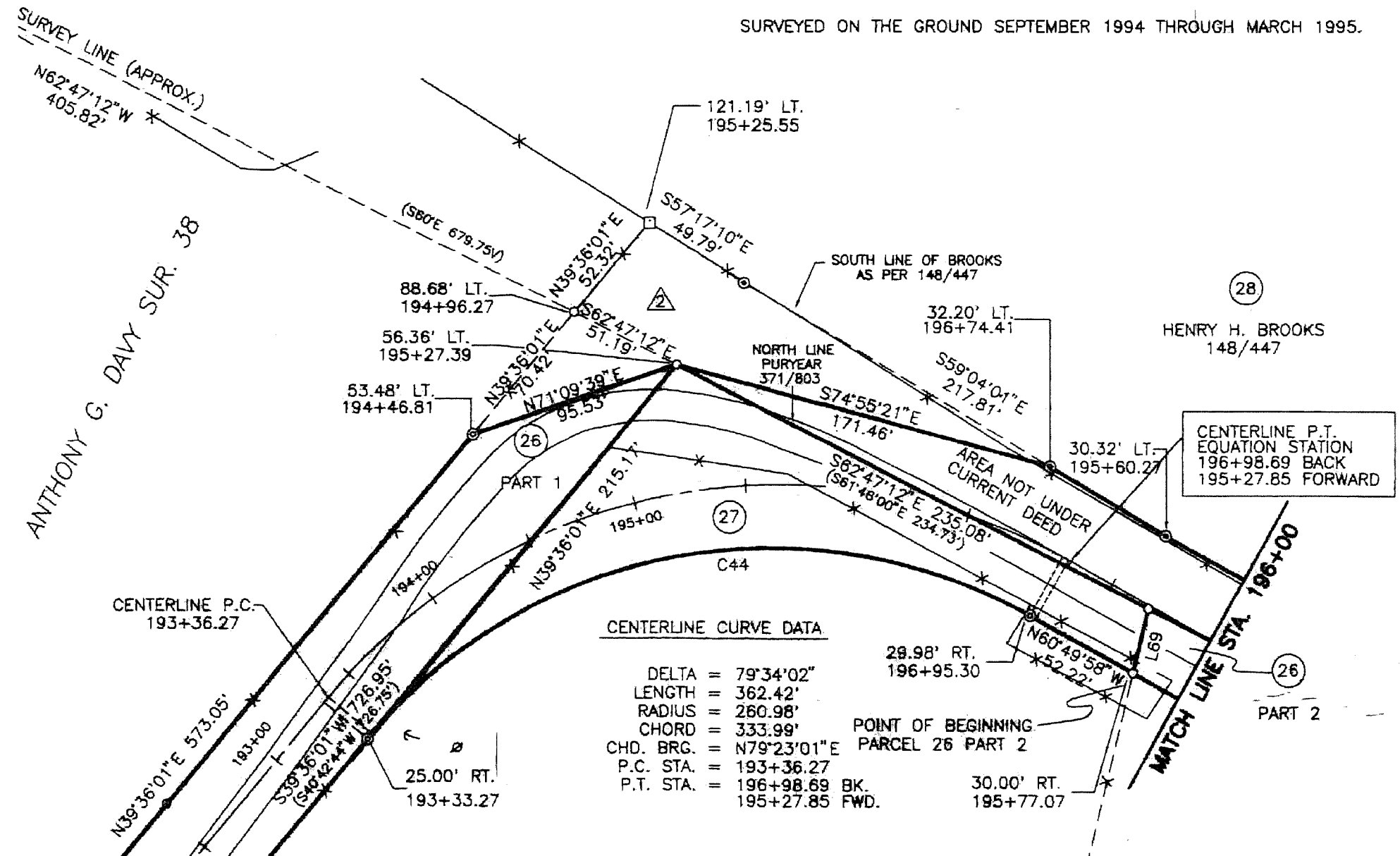
- REV. 2 10/9/95
CHANGE LOCATION OF R.O.W.
REVISED PARCEL 26, PART 1
- REV. 1 8/21/95
CHANGED BEARING OF PARCEL D.E. 26, PART 2
CHANGED DISTANCES OF L66 AND L68
ADDED 242/29 TO PARCEL NO. 26
REMOVED ELMON M. PURYEAR'S NAME FROM PARCEL NO. 26

Job No: 213-94006	File: 427ROW12	Disk: FITZHUGH	Field Book:
FITZHUGH ROAD (C.R. 101) STA. 177+00 TO STA. 196+00			
K.C. ENGINEERING CONSULTING ENGINEERS AND SURVEYORS 4801 SOUTH LAMAR BLVD., SUITE 230 AUSTIN, TEXAS 78745 OFFICE: (512) 892-5585 FAX: (512) 892-5586			
Drawn By: RCW	Scale: 1"=50'	Drawing	Rev.
Checked By: DRH	Date: 06/22/95	14 OF 19	1

EMORY DEE PURYEAR
REM. OF 184 AC.
242/31
242/29

BEARING BASIS IS GPS DATUM ESTABLISHED
BY GEORGE W. MUERY SERVICES, INC., SAN ANTONIO, TEXAS

SURVEYED ON THE GROUND SEPTEMBER 1994 THROUGH MARCH 1995.



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-1816-NP; Discussion and possible action to approve the final plat for the Strauss Subdivision.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

The Strauss Subdivision is a proposed 1 lot subdivision, consisting of 6.693 acres, located off of Creek Road in Precinct 4.

Water utility will be achieved by individual private well and Wastewater treatment will be achieved by individual on-site sewage facility.



Hays County Commissioners Court Agenda Request

Meeting Date: December 21st, 2021

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Development Services Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

Discussion and possible action to approve the final plat for Strauss Subdivision.

BACKGROUND/SUMMARY OF REQUEST:

- A) Strauss Subdivision is a proposed 1 lot subdivision consisting of 6.693 acres and located off of Creek Road Precinct 4.

Water service will be accomplished by individual private wells and Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

STAFF COMMENTS:

Staff has completed review for the Strauss Subdivision. The application has no variances requested, meeting all of the Development Regulations set forth and has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

STATE OF TEXAS:
COUNTY OF HAYS:

KNOW ALL MEN BY THESE PRESENTS: THAT STEVEN STRAUSS AND WHITNEY STRAUSS, BEING OWNERS OF THAT CERTAIN 7.00 ACRE TRACT OF LAND OUT OF THE L.W. KINGSLEY SURVEY NUMBER 414, ABSTRACT NO. 280, SITUATED IN HAYS COUNTY, TEXAS, AS CONVEYED BY DEED RECORDED IN INSTRUMENT NUMBER 21042096, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS, DO HEREBY SUBDIVIDE SAID 7.00 ACRES OF LAND IN ACCORDANCE WITH THE PLAT SHOWN HEREON, TO BE KNOWN AS:

STRAUSS SUBDIVISION

SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND TO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE _____, DAY OF _____, 20____, A.D.

STEVEN STRAUSS
707 BLUE HILLS DRIVE
DRIPPING SPRINGS, TEXAS, 78620

WHITNEY STRAUSS
707 BLUE HILLS DRIVE
DRIPPING SPRINGS, TEXAS, 78620

STATE OF TEXAS:
COUNTY OF HAYS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND THEY ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____, DAY OF _____, 20____, A.D.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

WITNESS MY HAND, THIS THE _____, DAY OF _____, 20____, A.D.

STATE OF TEXAS:
COUNTY OF HAYS:

I, ELAINE H. CARDENAS, 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 SAID COURT INSTRUMENT NUMBER _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____, DAY OF _____, 20____, A.D.

RUBEN BECERRA
COUNTY CLERK
HAYS COUNTY, TEXAS

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

STATE OF TEXAS:
COUNTY OF HAYS:

I, ELAINE H. CARDENAS, 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., AND DULY RECORDED ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK _____ M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN INSTRUMENT NUMBER _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____, DAY OF _____, A.D. 20____.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. 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 PERMITTED 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 GASBEECH, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

STRAUSS SUBDIVISION

DATED: SEPTEMBER 17, 2021

OWNER:
STEVEN STRAUSS & WHITNEY STRAUSS
707 BLUE HILLS DRIVE
DRIPPING SPRINGS, TEXAS, 78620

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DR.
AUSTIN, TX 78749
PHONE: (512) 280-5100

PLAT INFORMATION
TOTAL AREA: 7.00 ACRES
TOTAL LOTS: 1
LOT 1 AREA: 7.00 ACRES
NUMBER OF RESIDENTIAL LOTS: 1
NUMBER OF COMMERCIAL LOTS: 0

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.

MINIMUM DRIVEWAY CULVERT SIZE: WHEN REQUIRED LOTS SHALL HAVE A MINIMUM DRIVEWAY CULVERT SIZE OF 18 INCHES.

FLOOD PLAIN NOTE:

THE LEGALLY DESCRIBED PROPERTY FALLS WITHIN ZONE X (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DESIGNATED BY THE FEMA FIRM NUMBER 48020C0085F FOR HAYS COUNTY, TEXAS, DATED SEPTEMBER 2, 2005.

FUTURE DEVELOPMENT SHALL BE LIMITED TO ONE SINGLE FAMILY RESIDENCE PER LOT, AND TCEQ REGULATED DEVELOPMENT SHALL NOT BE ALLOWED, PER HAYS COUNTY REGULATIONS, CHAPTERS 725, SUBCHAPTER 5.01

EDWARDS AQUIFER NOTE:

THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.

E.T.J. NOTE:

THIS SUBDIVISION DOES NOT LIE WITHIN THE E.T.J. OF ANY MUNICIPALITY.

GROUNDWATER CONSERVATION DISTRICT NOTE:

THIS SUBDIVISION IS LOCATED IN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

E.S.D. NOTE:

THIS SUBDIVISION IS LOCATED IN THE HAYS COUNTY EMERGENCY SERVICES DISTRICTS 1 AND 6

SCHOOL DISTRICT NOTE:

THIS SUBDIVISION IS LOCATED IN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

WATER AVAILABILITY NOTE:

THIS SUBDIVISION IS EXEMPT FROM HAYS COUNTY WATER AVAILABILITY CERTIFICATION REQUIREMENTS, PROVIDED THAT THERE IS NO FURTHER NON-EXEMPT SUBDIVISION OR RE-SUBDIVISION FOR A PERIOD OF FIVE YEARS FOLLOWING THE FILING OF THE FINAL PLAT.

UTILITY INFORMATION:

WATER: INDIVIDUAL WATER WELL
SEWER: INDIVIDUAL ON-SITE SEWAGE FACILITY
ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE, INC.

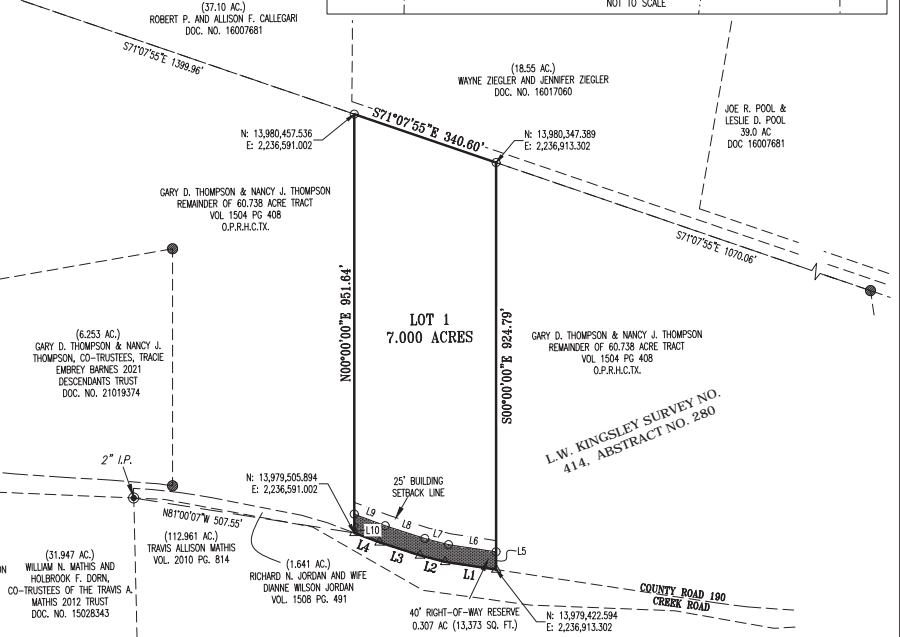
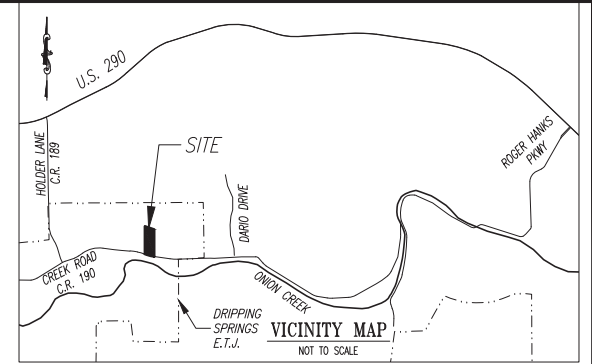
ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

MAILBOXES PLACED WITHIN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED T&OOT OR FHWA DESIGN.

SCALE: 1" = 200'

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" CAPPED IRON ROD SET
- ⊙ IRON PIPE FOUND
- ▲ MAG NAIL FOUND
- △ MAG NAIL SET



Line Table		
Line #	Length	Direction
L1	117.34	N81°24'44\"W
L2	58.98	N75°38'41\"W
L3	96.75	N72°07'17\"W
L4	60.96	N69°23'41\"W
L5	40.45	N07°00'00\"E
L6	109.29	N81°24'44\"W
L7	55.73	N75°38'41\"W
L8	94.57	N72°07'17\"W
L9	75.04	N69°23'41\"W
L10	42.73	S07°00'00\"E

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, ARRON V. THOMASON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH CHAPTER 30 OF THE AUSTIN CITY CODE, OF 1981 AS AMENDED, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

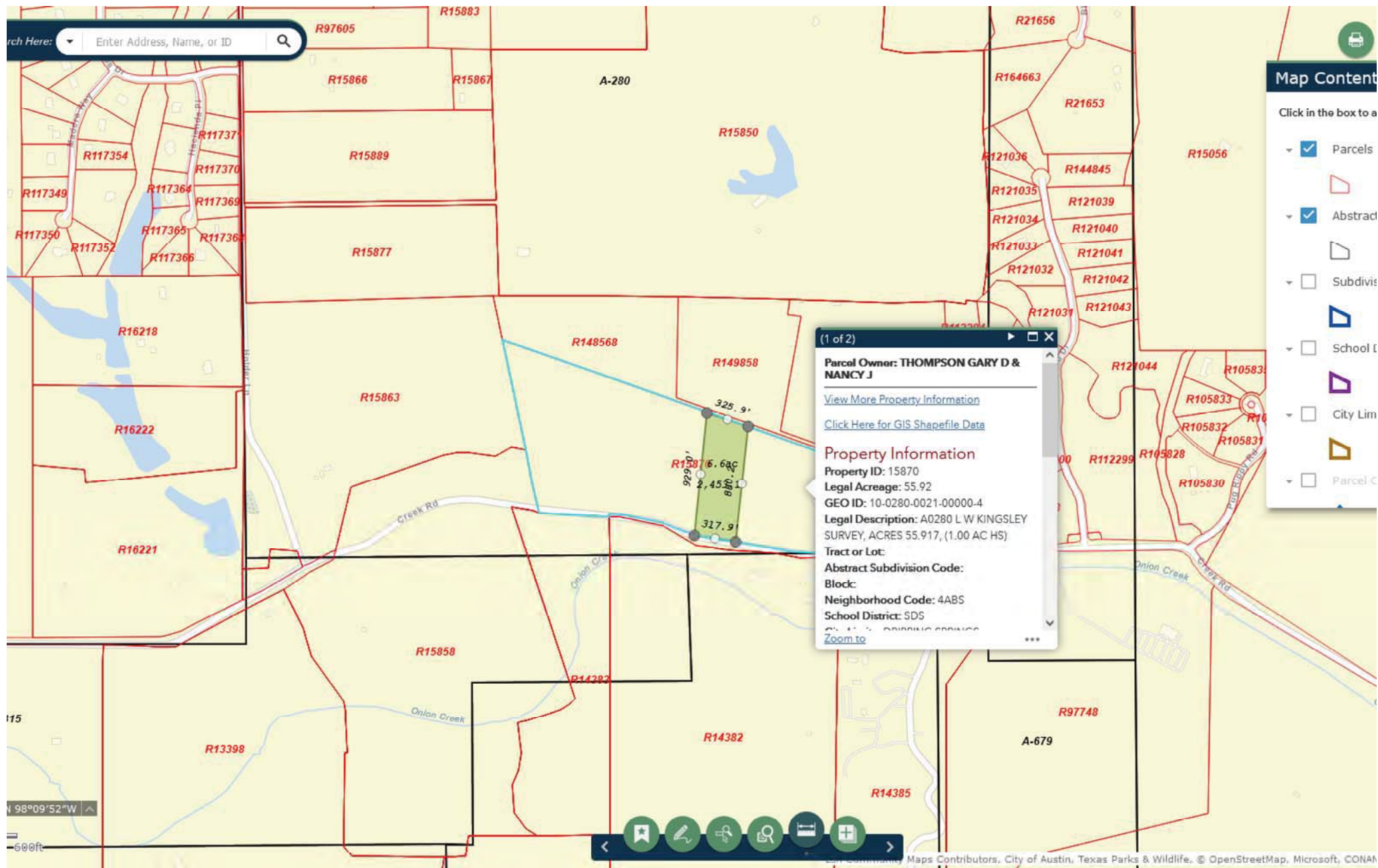
SURVEYED BY: ARRON V. THOMASON ~ R.P.L.S. NO. 6214 DATE _____
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON
AUSTIN, TEXAS 78749
aron@cbdeng.com





Carlson, Brigance & Doering, Inc.
FIRM ID #E3791 ♦ REG. # 10024900
Civil Engineering ♦ Surveying
5501 West William Cannon ♦ Austin, Texas 78749
Phone No. (512) 280-5100 ♦ Fax No. (512) 280-5165

J:\AC3D\5158\Survey\PLAT - STRAUSS SUBDIVISION REV 2



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-1846; Hold a public hearing with possible action to approve the cancellation of Lot 2-A in the Henderson Subdivision.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

December 21, 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

Henderson Subdivision is a recorded plat located off of Vickers and Bears Lane, both privately maintained roadways, in Precinct 4.

The cancellation will revert the platted Lot 2-A to raw acreage consisting of 9.55 acres.
Water utility is achieved by individual private wells. Wastewater treatment is achieved by individual on-site sewage facility.



Hays County Commissioners Court Agenda Request

Meeting Date: December 21st, 2021

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Director

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

Hold a public hearing with possible action to approve the cancellation of Lot 2-A in the Henderson Subdivision.

BACKGROUND/SUMMARY OF REQUEST:

- A)** Henderson Subdivision is a recorded subdivision located off of Vickers and Bears Lane, both privately maintained roadways, in Precinct 4.
- B)** Water utility is achieved by individual private wells. Wastewater treatment is achieved by individual on-site sewage facilities.
- C)** Owners of Lot 2-A and 2-B have agreed to the cancellation of Lot 2-A with no contest.
- D)** The owner of Lot 2-A, consisting of 9.55 acres, is seeking to cancel this platted lot, reverting it back to raw acreage. The owner will then incorporate a portion of additional acreage from an adjacent tract to create a parcel consisting of roughly 10.01 acres in size.
- E)** The owner of Lot 2-B will retain a compliant status as being the sole platted lot within the Henderson Subdivision.

STAFF COMMENTS:

Staff has conducted and completed review for the Henderson Subdivision, Lot 2-A, Cancellation. The items remaining are to hold a public hearing for the cancellation, and action of the approval for cancellation.

There are no variances requested and this item has full staff recommendation.

ATTACHMENTS/EXHIBITS:

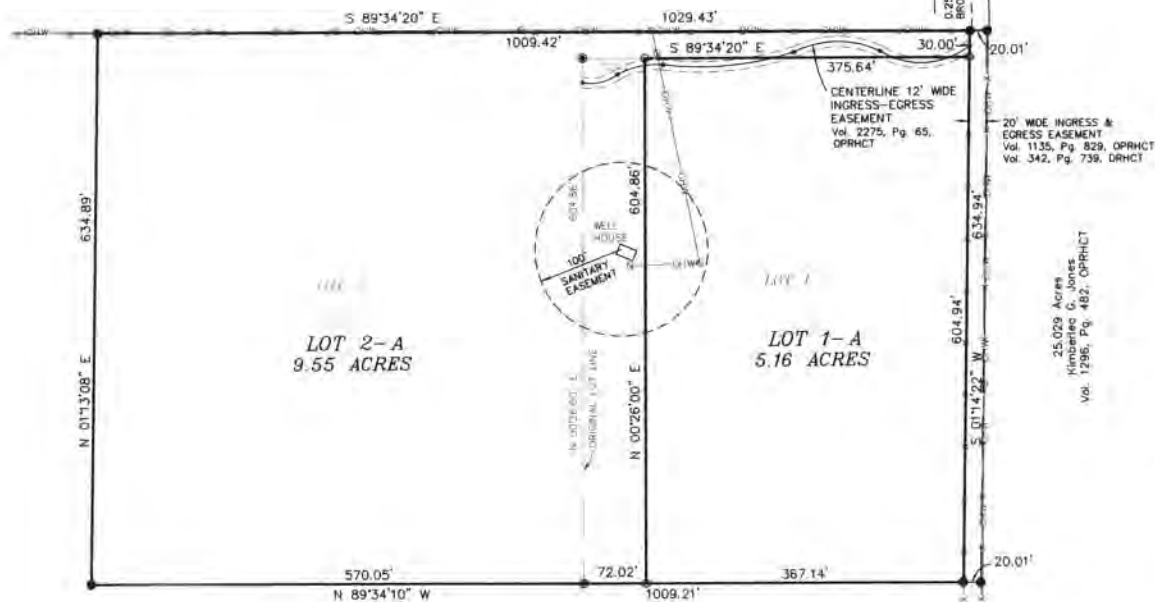
Property Location Map

Subdivision Plat

Vol 12 Pg 245

NORTH
REF. BEARING: PLAT VOL 11, PG. 81-82, DPHCT

46.00 Acres
Dillard L. Vickers, Jr. &
Eva M. Vickers
Vol. 246, Pg. 438, DRHCT



Remaining portion 43.68 Acres
Ralph Mock & Margaret Mock
Vol. 342, Pg. 739, DRHCT

- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - 5/8" IRON ROD SET
 - ⊙ 5/8" IRON ROD SET 8/23/02
 - X- WIRE FENCE
 - O-O- OVERHEAD UTILITY WIRE
 - ⋈ UTILITY POLE
 - () RECORD INFORMATION
 - () VOL. 1135, PG. 8291, OPRHCT



PUBLIC UTILITY EASEMENT
There is a 20' Public Utility and Drainage Easement along the roadway and a 10' Public Utility Easement along the side property lines of each lot.

E.T.J. 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. This subdivision does lie within the boundaries of the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer.

PLAT INFORMATION

Total Area: 14.71 Acres	Number of Lots Over 10 Acres: 0
Total Number of Lots: 2	Number of Lots 5-10 Acres: 2
Number of Residential Lots: 2	Number of Lots 2-5 Acres: 0
Number of Commercial Lots: 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 Dripping Springs Independent School District.

FLOOD PLAIN NOTE
This tract is not within an identified Special Flood Hazard Area inundated by 100-Year Flood as identified by the Federal Emergency Management Agency, Flood Insurance Rate Map for Hays County, Texas, and Incorporated Areas, Map Number 48209C0085 E, dated February 18, 1998.

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 publicly dedicated roadway unless (a) a Driveway Permit has been issued by the Road Department of Hays County and (b) the driveway satisfies the minimum spacing requirement for driveways set forth in Section 7.4 and 7.5 of the Hays County Subdivision Regulations."

STAUDT SURVEYING, INC.
Thomas E. Staudt
RPLS # 3984
P.O. Box 1273
Dripping Springs, Texas 78620
(512)858-2236

REPLAT OF
LOT 1 AND LOT 2
HENDERSON SUBDIVISION
HAYS COUNTY, TEXAS

Rev: _____ Date: DECEMBER, 2004
Dr. By: TES Job # S04271 DWG # S04271D

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, That we, Guy A. Henderson, Joni D. Henderson, Jerry A. Harris and Vickie L. Harris, owners of 14.7085 acres of land out of the Thomas R. Jackson Survey, A-9, Hays County, Texas, as conveyed to us by deed dated March 10, 1995, and recorded in Volume 1135, Page 829, of the Official Public Records of Hays County, Texas, DO HEREBY SUBDIVIDE 14.71 acres of land out of the Thomas R. Jackson Survey, A-9, to be known as HENDERSON SUBDIVISION, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the owners of the property shown hereon the use of the streets and easements shown hereon.

WITNESS MY HAND, this the 12 day of June, A.D., 2002.

Guy A. Henderson
Guy A. Henderson

Joni D. Henderson
Joni D. Henderson
200 Vickers Lane
Dripping Springs, TX 78620

Jerry A. Harris
Jerry A. Harris

Vickie L. Harris
Vickie L. Harris
201 Vickers Lane
Dripping Springs, TX 78620

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

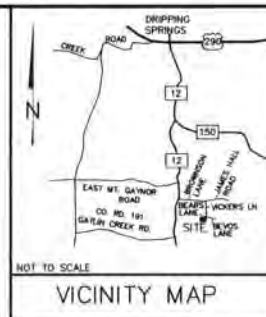
No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Environmental Health.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Allen G. Walther
Allen G. Walther, Director
Hays County Environmental Health
Hays County Floodplain Administrator

6-17-03
Date



STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared Guy A. Henderson, 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of June, A.D., 2002.

Stephanie Farber
Notary Public in and for Hays County, Texas



STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared Joni D. Henderson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 12 day of June, A.D., 2002.

Stephanie Farber
Notary Public in and for Hays County, Texas



STATE OF TEXAS
COUNTY OF HAYS

I, Lee Carlisle, 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 17th day of June, A.D., 2002, at 11:45 o'clock A.m., in the Plat Records of Hays County, Texas, in Book 11 Page 21-82.

WITNESS MY HAND AND SEAL OF OFFICE this the 17th day of June, A.D., 2002.

Lee Carlisle
Lee Carlisle
County Clerk
Hays County, Texas

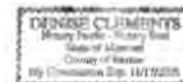


STATE OF ~~TEXAS~~ MISSOURI
COUNTY OF ~~HAYS~~ BARTON

BEFORE ME, the undersigned authority, on this day personally appeared Jerry A. Harris 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13 day of June, A.D., 2002.

Denise Clements
Notary Public in and for ~~Hays~~ County, ~~Texas~~ Missouri



STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared Vicki L. Harris, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17 day of June, A.D., 2002.

Michelle Crockett
Notary Public in and for Hays County, Texas



STATE OF TEXAS
COUNTY OF HAYS

I, Lee Carlisle, County Clerk of Hays County, Texas, do hereby certify that on the 20th day of June, A.D., 2002, the Commissioner's 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 Book 9 Page 467.

WITNESS MY HAND AND SEAL OF OFFICE this the 20th day of June, A.D., 2002.

Lee Carlisle
Lee Carlisle
County Clerk
Hays County, Texas



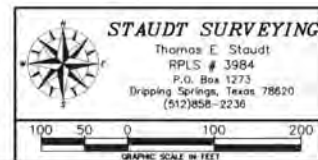
Jerry Bloom
Jerry Bloom
County Clerk
Hays County, Texas

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, that I, Thomas E. Staudt, 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 Specifications 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.

Thomas E. Staudt
Thomas E. Staudt
Registered Professional Land Surveyor No. 3984

6/23/2002
Date



FLAT SHOWING		
HENDERSON SUBDIVISION		
HAYS COUNTY, TEXAS		
Rev.	Date: MAY, 2002	
Dr. By: TES	Job # S02151	DWG # S02151b



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-1739-NP; Bluff Springs Estates, Preliminary Plan. Discussion and possible action to approve the preliminary plan.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

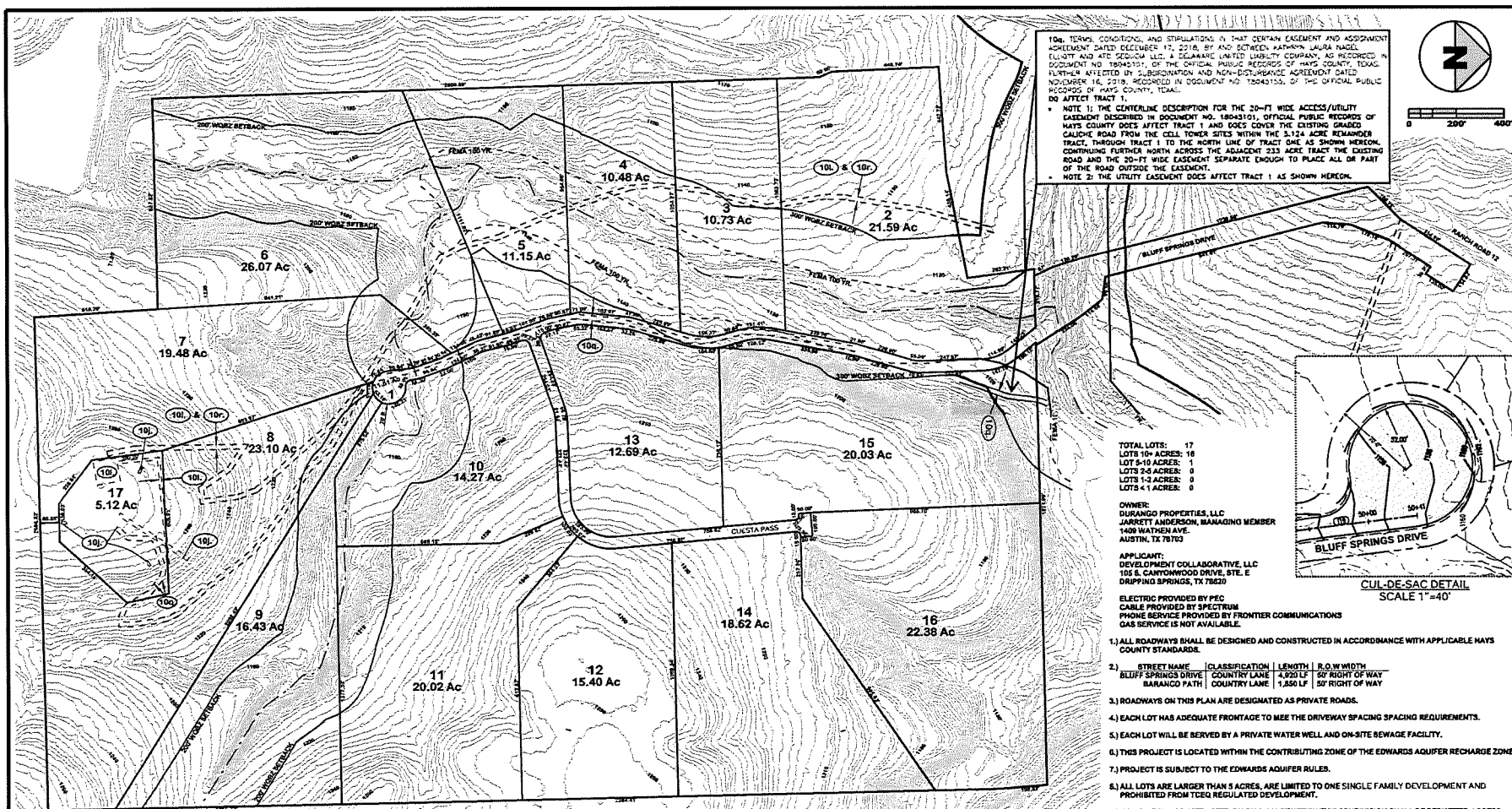
SHELL

CO-SPONSOR

N/A

SUMMARY

Bluff Springs Estates is a proposed 18 lots subdivision located off of Ranch Road 12 in Precinct 3. Water utility will be achieved by individual private wells. Wastewater treatment will be achieved by individual on-site sewage facilities.



10c. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN EASEMENT AND ASSIGNMENT AGREEMENT DATED DECEMBER 17, 2018, BY AND BETWEEN KATHRYN LAURA NAGEL ELLIOTT AND ATE SECURUM LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS RECORDED IN DOCUMENT NO. T8042101, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. FURTHER AFFECTED BY SUBROGATION AND NON-DISTURBANCE AGREEMENT DATED NOVEMBER 16, 2018, RECORDED IN DOCUMENT NO. T8043150, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

NOTE 1: THE CENTERLINE DESCRIPTION FOR THE 20-FT WIDE ACCESS/UTILITY EASEMENT DESCRIBED IN DOCUMENT NO. 18043101, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY DOES AFFECT TRACT 1 AND ROGEE COVER THE EXISTING GRADING AND EROSION CONTROL CELL WITHIN THE 20-FT WIDE ACCESS/UTILITY REMAINDER TRACT, THROUGH TRACT 1 TO THE NORTH LINE OF TRACT ONE AS SHOWN HEREON, CONTINUING FURTHER NORTH ACROSS THE ADJACENT 233 ACRE TRACT THE EXISTING ROAD AND THE 20-FT WIDE EASEMENT SEPARATE ENOUGH TO PLACE ALL OR PART OF THE ROAD WITHIN THE EASEMENT.

NOTE 2: THE UTILITY EASEMENT DOES AFFECT TRACT 1 AS SHOWN HEREON.

TOTAL LOTS: 17
 LOTS 10+ ACRES: 16
 LOT 5-10 ACRES: 1
 LOTS 2-5 ACRES: 0
 LOTS 1-2 ACRES: 0
 LOTS < 1 ACRE: 0

OWNER:
DURANGO PROPERTIES, LLC
JARRETT ANDERSON, MANAGING MEMBER
1409 WATKIN AVE.
AUSTIN, TX 78703

APPLICANT:
DEVELOPMENT COLLABORATIVE, LLC
105 S. CANYONWOOD DRIVE, STE. E
DORRINGTON SPRINGS, TX 78620

ELECTRIC PROVIDED BY PEC
CABLE PROVIDED BY SPECTRUM
PHONE SERVICE PROVIDED BY FRONTIER COMMUNICATIONS
GAS SERVICE IS NOT AVAILABLE

- 1) ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARD.
- 2)

STREET NAME	CLASSIFICATION	LENGTH	R.O. WIDTH
BLUFF SPRINGS DRIVE	COUNTRY LANE	4,920 LF	50' RIGHT OF WAY
BARRANCO PATH	COUNTRY LANE	1,850 LF	50' RIGHT OF WAY
- 3) ROADWAYS ON THIS PLAN ARE DESIGNATED AS PRIVATE ROADS.
- 4) EACH LOT HAS ADEQUATE FRONTAGE TO MEET THE DRAINWAY SPACING SPACING REQUIREMENTS.
- 5) EACH LOT WILL BE SERVED BY A PRIVATE WATER WELL AND ON-SITE SEWAGE FACILITY.
- 6) THIS PROJECT IS LOCATED WITHIN THE CONTRIBUTING TOWNSHIP OF THE EDWARDS AQUIFER RECHARGE ZONE.
- 7) PROJECT IS SUBJECT TO THE EDWARDS AQUIFER RULES.
- 8) ALL LOTS ARE LARGER THAN 5 ACRES, ARE LIMITED TO ONE SINGLE FAMILY DEVELOPMENT AND PROHIBITED FROM TCEQ REGULATED DEVELOPMENT.
- 9) NO DRAINWAY CONSTRUCTED ON OR ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ON TO A PUBLIC OR PRIVATE ROADWAY UNLESS: (1) A PERMIT FOR USE THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 721; AND, (2) THE DRAINWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRAINWAYS SET FORTH IN CHAPTER 721.
- 10) THE FILER OF THIS PRELIMINARY PLAN HAS SUBMITTED TO THE DEPARTMENT A WATER AND WASTEWATER SERVICE PLAN DESCRIBING HOW WATER AND WASTEWATER WILL BE PROVIDED TO THE SUBDIVISION, BUT NOT PROVIDING THE SPECIFIC INFORMATION THAT THE DEPARTMENT IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WASTEWATER SERVICE.
- 11) NO STRUCTURES IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVALAILABILITY. GROUND WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENOVABLE WATER SOURCE.
- 12) NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PERMITTED SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY.
- 13) NO CONSTRUCTION OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
- 14) POST DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN PRE-DEVELOPMENT CONDITION FOR 2.5, 5, 10, 25, AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DOCUMENTS FOR THIS SUBDIVISION.
- 15) POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN, THE MAINTENANCE PLAN MUST BE FILED WITH THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OF ANY NEW DEVELOPMENT SHALL BE RESPONSIBLE FOR THE DEVELOPMENT AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PLAN SHOULD BE DOCUMENTED AND MAINTAINED FOR THE LIFE OF THE PROJECT.

EASSEMENTS

10a. ELECTRIC UTILITY EASEMENT IN FAVOR OF FEDERALES ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 227, PAGE 433, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, DOES NOT AFFECT SUBJECT TRACT.

10. DRAINAGE EASEMENT FOR HIGHWAY PURPOSES IN FAVOR OF THE STATE OF TEXAS, AS RECORDED IN VOLUME 879, PAGE 729, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, (AS TO TRACT 2) DOES NOT AFFECT TRACT 2.

100. TEMPORARY ACCESS EASEMENT GRANTED TO DRIFTWOOD 323 VINCEY, LTD., A TEXAS LIMITED PARTNERSHIP, RECORDED IN VOLUME X710, PAGE 363 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS. BLANKET TYPE EASEMENT MAY AFFECT SUBJECT TRACT 1.

10a. ELECTRIC UTILITY EASEMENT GRANTED TO FEDERNALES ELECTRO COOPERATIVE, INC., RECORDED IN VOLUME 3803, PAGE 844, OF THE OFFICIAL

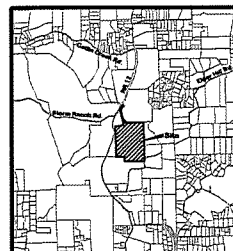
10. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN MEMORANDUM OF LEASE, BY AND BETWEEN KATHRYN LAURA NAGEL ELLIOTT (WEE KATHRYN LAURA NAGEL) AS OWNER AND DALLAS MTA, L.P., A DELAWARE LIMITED PARTNERSHIP, AS TENANT, AS RECORDED IN VOLUME 1441, PAGE 787, OF THE OFFICIAL PUBLIC RECORDS OF MAYA COUNTY, TEXAS. FURTHER AFFECTED BY MEMORANDUM OF LEASE DATED JULY 31, 2015, RECORDED IN VOLUME 5206, PAGE 263, OF THE OFFICIAL PUBLIC RECORDS OF MAYA COUNTY, TEXAS.

10. TERMS, CONDITIONS, AND STIPULATIONS IN THAT CERTAIN MEMORANDUM OF LEASE, BY AND BETWEEN GARY ELLIOTT AND KATHRYN LAURA NAGEL ELLIOTT (KATHA KATHRYN LAURA NAGEL), HUSBAND AND WIFE, AS LANDLORD AND SPECTRASTE COMMUNICATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS TENANT, AS RECORDED IN VOLUME 5189, PAGE 795, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

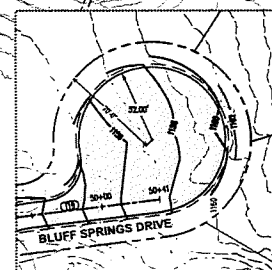
10. TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN LEASE AGREEMENT BY AND BETWEEN GARY W. ELLIOTT AND KATHRYN LAURA MAGEL, ELLIOTT FIKIA KATHRYN LAURA MAGEL, HUSBAND AND WIFE, AS LESSOR, AND SPECTRASITE COMMUNICATIONS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, AS EVIDENCED BY MEMORANDUM DATED SEPTEMBER 12, 2010, AND RECORDED IN DOCUMENT NO. 19045631, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES AFFECT SUBJECT TRACT AS SHOWN HEREIN. SEE NOTES PER ITEM 10.

16.) PORTIONS OF THIS PROJECT LIE IN FLOOD ZONE A PER FEMA FLOOD MAP 48209C0123DE.

17.) ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.



0	200'	400'
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CUL-DE-SAC DETAIL
SCALE 1"=40'

[illegible]

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-1820-NP; Discussion and possible action to approve the final plat for Rainbow Ranch, Lots 77B and 78B.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Rainbow Ranch, Lots 77B and 78B is a proposed 2 lot subdivision across 10.60 acres and located off of North Rainbow Ranch Rd in Precinct 3.

Water utility will be achieved through individual private wells. Wastewater treatment will be achieved through individual on-site sewage facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: December 21st, 2021

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Director

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-1820-NP; Discussion and possible action to approve the final plat for Rainbow Ranch, Lots 77B and 78B.

BACKGROUND/SUMMARY OF REQUEST:

- A) Rainbow Ranch, Lots 77B and 78B is a proposed 2 lot subdivision across 10.60 acres and located off of North Rainbow Ranch Rd in Precinct 3.
- B) Water utility will be achieved through individual private wells. Wastewater treatment will be achieved through individual on-site sewage facilities.

STAFF COMMENTS:

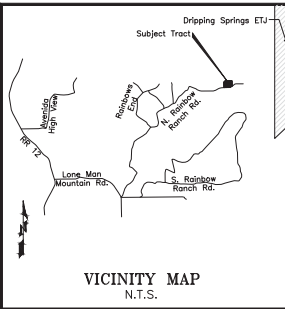
Staff has completed review pursuant to the current Hays County Development and OSSF Regulations and Texas Local Gov't Code Chapter 232.

There are no variances requested and this project has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Location Map

Plat/Plan



E.T.J. NOTE:
No portion of this subdivision lies within the boundaries of any municipalities' corporate city limits or extra territorial jurisdiction.

SCHOOL DISTRICT:
This subdivision lies within the Wimberley Independent School District.

EDWARDS AQUIFER NOTE:
This subdivision is located in the Edwards Aquifer Contributing Zone. No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.

GROUNDWATER CONSERVATION DISTRICT:
This subdivision is located in Hays-Trinity Groundwater Conservation District #5.

FLOOD PLAIN NOTE:
This tract is not within an identified Special Flood Hazard Area inundated by 100-Year Flood as identified by the Federal Emergency Management Agency, Flood Insurance Rate Map for Hays County, Texas and Incorporated Areas Map Number 452002033F, dated September 2, 2005.

DRIVEWAY NOTE:
Driveways shall comply with Chapter 721 of Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.

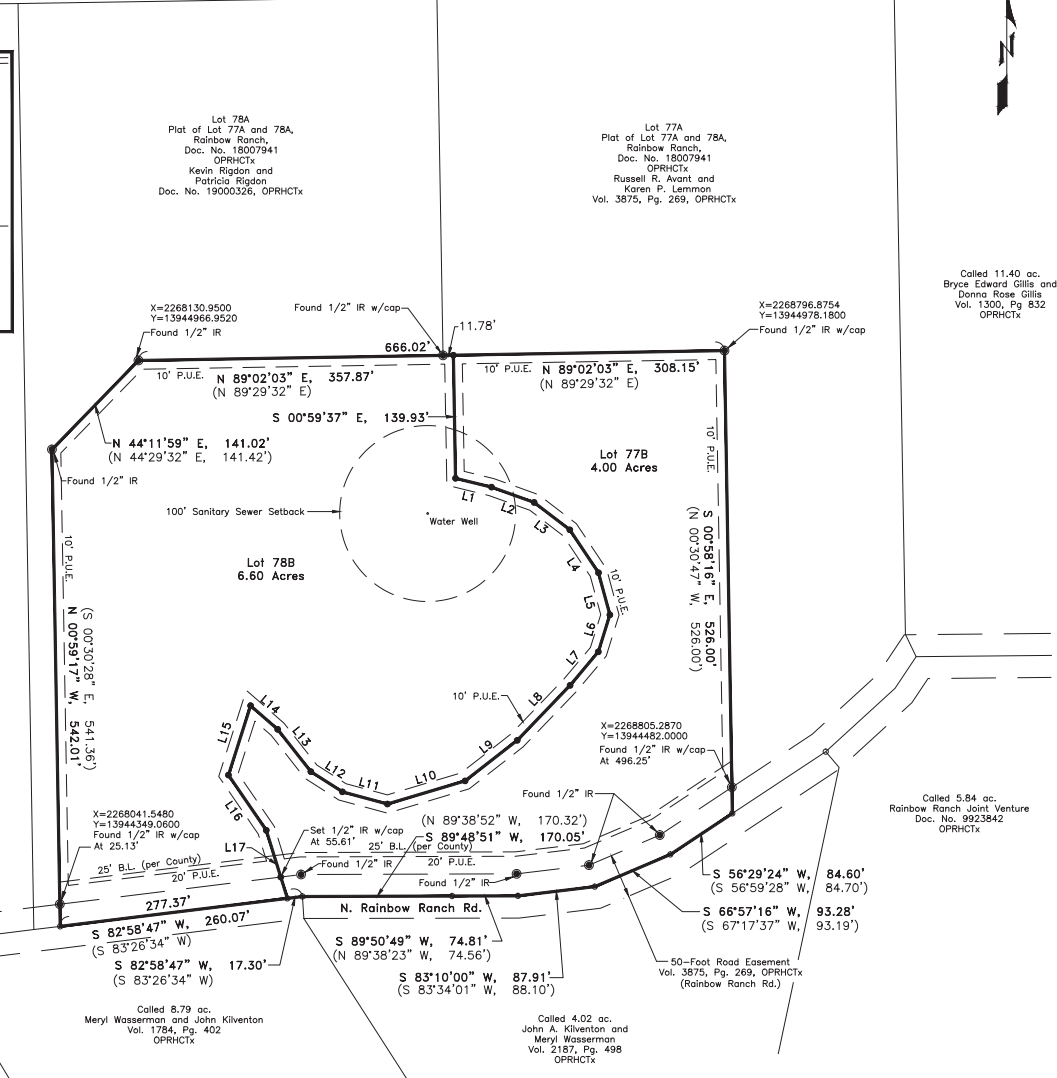
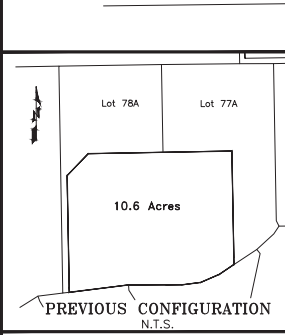
CULVERT NOTE:
All culverts, when required, shall comply with the current Hays County standard.

EMERGENCY SERVICES DISTRICTS:
This subdivision lies within Wimberley Hays County Emergency Services District # 7 and Wimberley Fire Hays County Emergency Services District # 4.

MAILBOX NOTE:
Mailboxes placed within the ROW shall be of an approved TxDOT or FHWA design.

SURVEY NOTE:
Survey based on Texas State Plane Coordinates, South Central Zone, NAD83 (2011), U.S. Feet, Vertical Datum NAVD83.

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.



Line Data

L1	S 76°13'59" E	42.14'
L2	S 70°14'45" E	51.44'
L3	S 52°31'44" E	51.16'
L4	S 33°40'58" E	58.65'
L5	S 15°09'51" E	49.54'
L6	S 17°24'02" W	44.00'
L7	S 40°03'45" W	49.87'
L8	S 43°53'21" W	86.64'
L9	S 52°06'42" W	75.07'
L10	S 73°25'14" W	92.10'
L11	N 74°52'00" W	52.95'
L12	N 57°22'02" W	42.61'
L13	N 38°05'37" W	61.08'
L14	N 48°54'03" W	40.86'
L15	S 17°42'36" W	82.70'
L16	S 34°23'18" E	76.11'
L17	S 17°12'03" E	81.01'

LEGEND

- Point in Centerline of Road Easement
- Set 1/2" IR w/cap
- Monumented (as noted)

OWNERS' CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS: That I, George Daly, owner of record of a called 10.6 acre tract of land, found to contain 10.60 acres, as conveyed to me by deed from Russell R. Avant and Karen P. Lemmon, dated December 11, 2015 and recorded in Volume 5406, Page 161, of the Official Public Records of Hays County, Texas, a tract which is located in the James Lansing Survey in Hays County, Texas, do hereby subdivide said 10.60 acre tract of land establishing Lot 77B and Lot 78B, Rainbow Ranch, in accordance with the plat hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public the use of the easements shown hereon.

WITNESS MY HAND, this the _____ day of _____, 2021.

George Daly
2001 N. Rainbow Ranch Road
Wimberley, Texas 78676

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared George Daly, 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 stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

NOTARY PUBLIC, State of Texas

HAYS COUNTY CERTIFICATION:

STATE OF TEXAS
COUNTY OF HAYS

I, Elaine Hanson Cardenas, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, 2021 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 in Instrument No. _____.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Ruben Becerra
County Judge
Hays County, Texas

Elaine Hanson Cardenas
County Clerk
Hays County, Texas

STATE OF TEXAS
COUNTY OF HAYS

I, Elaine Hanson Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, 2021 at _____ o'clock _____ p.m., in the Official Public Records of Hays County, Texas, in Instrument Number _____.

WITNESS MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2021.

Elaine Hanson Cardenas
County Clerk
Hays County, Texas

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 ground water availability. Rain water collection is encouraged and in some areas may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Development Services.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Marcus Pacheco
Director
Hays County Development Services

Date

Eric Van Gaasbeek, R.S., C.E.M.
Hays County Floodplain Administrator

Date

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL BY THESE PRESENTS, that I, C. Michael Weaver, a REGISTERED PROFESSIONAL LAND SURVEYOR in the State of Texas, do hereby certify that this plat complies with the survey 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.

WITNESS MY HAND AND SEAL, this the _____ day of _____, 2021

C. Michael Weaver
Registered Professional Land Surveyor No. 4427

PLAT INFORMATION

Total Area: 10.60 Acres	Number of Lots Over 10 Acres: 0
Total Number of Lots: 2	Number of Lots 5 - 10 Acres: 1
Average Lot Size: 5.30 Acres	Number of Lots 2 - 5 Acres: 1
	Number of Lots 1 - 2 Acres: 0
	Number of Lots Less than 1 Acre: 0

UTILITY INFORMATION

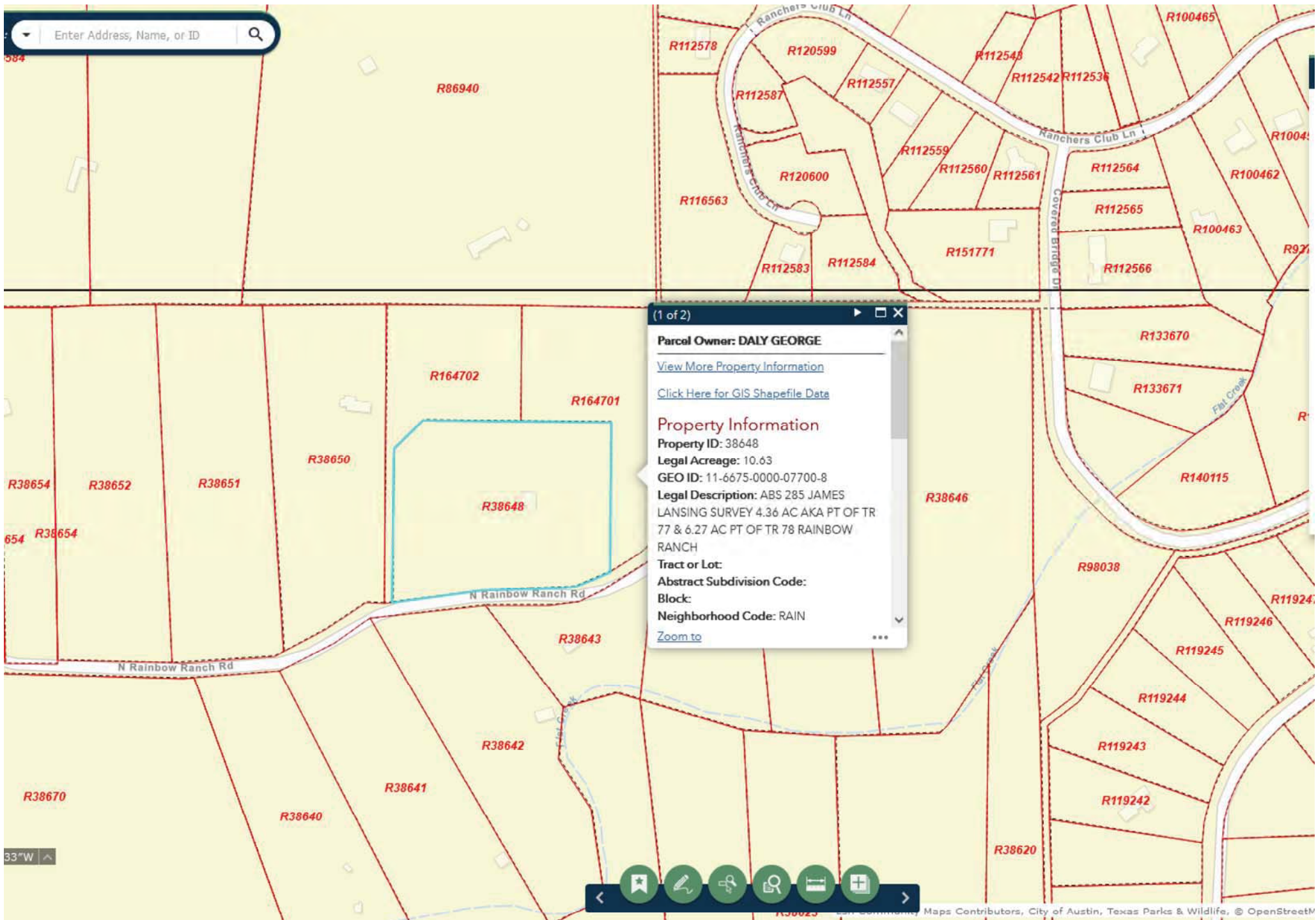
Water: Individual Water Wells
Sewer: Individual On-site Conventional Sewage Facilities
Electricity: Pedernales Electric Cooperative, Inc.

PLAT OF
Lot 77B and Lot 78B
Rainbow Ranch
HAYS COUNTY, TEXAS

WEAVER SURVEYING, LLC
P.O. Box 1129
Dripping Springs, Texas 78620
(512) 777-9190
TBPIS Firm # 10194063

0 50 100
SCALE: 1" = 100'

Revision No: 0
Revision Date: -
Drawing Date: 12/06/2021
Drawing No.: H210822-01A



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-1836-NP; Hawk Ridge, Phase 1 Subdivision (30 Lots). Discussion and possible action to accept the Performance Bond No. 4448662 in the amount of \$424,061.00 for street, erosion, and drainage improvements and grant approval of the final plat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

December 21, 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

Hawk Ridge, Phase 1 is a proposed 30 lot subdivision located off of Evergreen Way in Precinct 4.

Water utility will be provided by West Travis County Public Utility Agency. Wastewater treatment will be achieved by individual on-site sewage facilities.



PERFORMANCE BOND
(Subdivision Improvements)

Bond No. : 4448662
Premium: \$8,981.00

WHEREAS, Joe Bland Construction, LP and Catharine Steven Ventures, LLC (herein designated as "Principal"), and Hays County (herein designated as "Obligee") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated _____, and identified as project Hawkrigde Subdivision, Phase 1, Hays County - Erosion, Street and Drainage Improvements, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Suretec Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of Four Hundred Twenty Four Thousand Sixty One and 55/100's dollars (\$ 424,061.55) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on 8th, December, 2021.

Principal

Joe Bland Construction, LP

13111 Dessau Road, Austin, TX 78754

By: 

Joe Bland
President, Bland, Inc.
General Partner

Co-Indemnitor

Catharine Steven Ventures, LLC

801 Polo Club Dr., Austin, TX 78737

By: 

Surety

Suretec Insurance Company

2103 CityWest Boulevard, Ste. 1300, Houston, TX 77042

By: 

Brad Ballew, Attorney-In-Fact

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

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

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

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

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 16th day of November, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company


By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 18th day of November, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023


We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of December, 2021.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary

<p style="text-align: center;">SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p>
--

Statutory Complaint Notice/Filing of Claims

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

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

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

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

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

LOT 1B
RESUB. OF LOT 4 WILDWOOD
Volume 5 Page 214

Catherine Jordan Ventures, LLC
General Warranty Deed
Instrument No. 20050212

25' BY 32.5' TEMPORARY
EMERGENCY VEHICLE
TURNAROUND EASEMENT.
SEE PLAT NOTES.

12.5' DRAINAGE
EASEMENT



- Legend
- 1/2" Iron Rod Found
 - 1/2" Iron Rod Found with plastic cap imprinted with "Corson and Bush"
 - 1/2" Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
 - 1/2" Iron Pipe Found
 - ▲ 600 Nail Found

SCALE: 1" = 100'

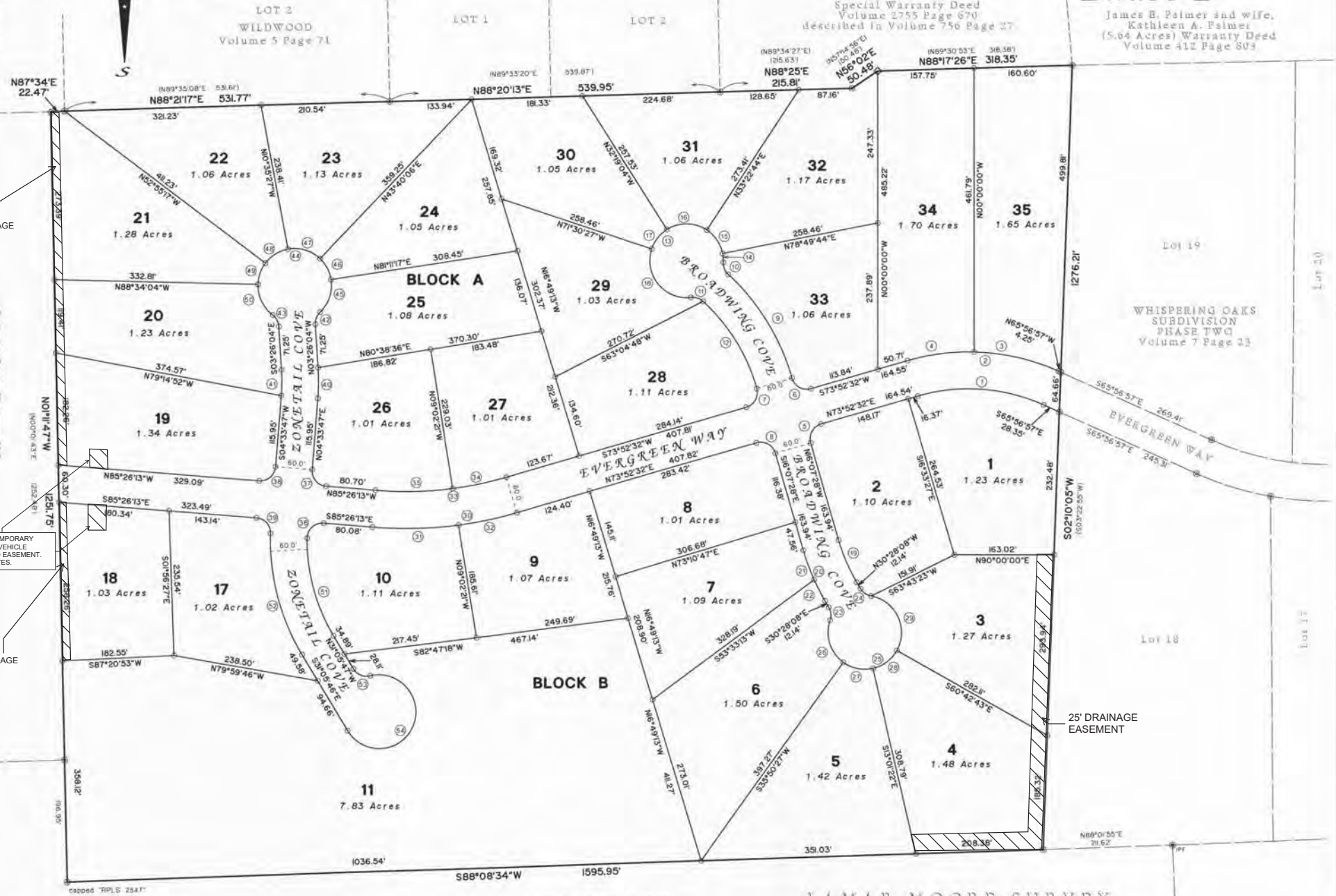
WILDWOOD VISTA
Volume 6 Page 55

Hawk Ridge

Phase 1

Julie Ann Casner
(5.07 Acres)
Special Warranty Deed
Volume 2755 Page 670
described in Volume 750 Page 27

James B. Palmer and wife,
Kathleen A. Palmer
(5.64 Acres) Warranty Deed
Volume 412 Page 803



Bea L. Parton, Jr. and wife, Martha J. Parton and Mary Wiley Parton (180.34 Acres) Volume 331 Page 396

LAMAR MOORE SURVEY
ABSTRACT No. 323

Hawk Ridge

Phase 1

CURVE DATA

① Δ: 40°10'31" R: 300.00' T: 109.71' C: 206.07' A: 210.36' CB: S86°02'13"E	② Δ: 40°10'31" R: 360.00' T: 131.65' C: 247.29' A: 252.43' CB: N86°02'13"W	③ Δ: 22°37'13" R: 360.00' T: 72.00' C: 141.21' A: 142.13' CB: N77°15'34"W	④ Δ: 17°33'18" R: 360.00' T: 55.59' C: 109.87' A: 110.30' CB: S82°39'11"W	⑤ Δ: 90°00'00" R: 25.00' T: 25.00' C: 35.36' A: 39.27' CB: N28°52'32"E	⑥ Δ: 90°22'14" R: 25.00' T: 25.16' C: 35.47' A: 39.43' CB: N60°56'21"W	⑦ Δ: 89°28'52" R: 25.00' T: 24.77' C: 35.19' A: 39.04' CB: S29°08'06"W
⑧ Δ: 90°00'00" R: 25.00' T: 25.00' C: 35.36' A: 39.27' CB: S61°07'28"E	⑨ Δ: 31°54'06" R: 360.00' T: 102.89' C: 197.86' A: 200.44' CB: N31°42'17"W	⑩ Δ: 50°11'27" R: 25.00' T: 11.71' C: 21.21' A: 21.90' CB: N22°33'36"W	⑪ Δ: 48°57'27" R: 25.00' T: 11.38' C: 20.72' A: 21.36' CB: S72°20'23"E	⑫ Δ: 32°15'20" R: 300.00' T: 86.75' C: 166.67' A: 168.89' CB: S31°44'00"E	⑬ Δ: 279°21'34" R: 60.00' T: N/A C: 77.65' A: 292.54' CB: S42°50'34"W	⑭ Δ: 13°41'38" R: 60.00' T: 7.20' C: 14.31' A: 14.34' CB: N4°19'28"W
⑮ Δ: 45°27'00" R: 60.00' T: 25.13' C: 46.36' A: 47.60' CB: N33°53'46"W	⑯ Δ: 65°41'48" R: 60.00' T: 38.74' C: 65.09' A: 68.80' CB: N89°28'10"W	⑰ Δ: 39°11'22" R: 60.00' T: 21.36' C: 40.24' A: 41.04' CB: S38°05'14"W	⑱ Δ: 115°19'46" R: 60.00' T: 94.78' C: 101.39' A: 120.77' CB: S39°10'20"E	⑲ Δ: 14°20'41" R: 300.00' T: 37.75' C: 74.91' A: 75.11' CB: N23°17'49"W	⑳ Δ: 14°20'40" R: 360.00' T: 45.30' C: 89.89' A: 90.13' CB: S23°17'48"E	㉑ Δ: 8°09'20" R: 360.00' T: 25.67' C: 51.20' A: 51.24' CB: S20°12'09"E
㉒ Δ: 6°11'19" R: 360.00' T: 19.46' C: 38.87' A: 38.89' CB: S27°22'29"E	㉓ Δ: 49°40'47" R: 25.00' T: 11.57' C: 21.00' A: 21.68' CB: S55°37'45"E	㉔ Δ: 49°40'47" R: 25.00' T: 11.57' C: 21.00' A: 21.68' CB: N55°18'31"W	㉕ Δ: 279°21'33" R: 60.00' T: N/A C: 77.65' A: 292.54' CB: N59°31'52"E	㉖ Δ: 73°22'13" R: 60.00' T: 44.70' C: 71.69' A: 76.83' CB: S17°28'27"E	㉗ Δ: 48°51'48" R: 60.00' T: 27.26' C: 49.63' A: 51.17' CB: S78°35'28"E	㉘ Δ: 47°41'21" R: 60.00' T: 26.52' C: 48.51' A: 49.94' CB: N53°07'57"E
㉙ Δ: 109°26'11" R: 60.00' T: 84.80' C: 97.96' A: 114.60' CB: N25°25'49"W	㉚ Δ: 20°41'15" R: 660.00' T: 120.46' C: 237.01' A: 238.30' CB: N84°13'09"E	㉛ Δ: 12°15'24" R: 660.00' T: 70.86' C: 140.92' A: 141.19' CB: N88°26'05"E	㉜ Δ: 8°25'51" R: 660.00' T: 48.65' C: 97.03' A: 97.12' CB: N78°05'27"E	㉝ Δ: 20°41'15" R: 600.00' T: 109.51' C: 215.46' A: 216.64' CB: S84°13'09"W	㉞ Δ: 8°33'55" R: 600.00' T: 44.93' C: 89.61' A: 89.70' CB: S78°09'29"W	㉟ Δ: 12°07'20" R: 600.00' T: 63.71' C: 126.71' A: 128.94' CB: S88°30'07"W
㊱ Δ: 93°51'35" R: 25.00' T: 26.74' C: 36.53' A: 40.95' CB: N47°37'59"E	㊲ Δ: 90°00'00" R: 25.00' T: 25.00' C: 35.36' A: 39.27' CB: N40°26'13"W	㊳ Δ: 90°00'00" R: 25.00' T: 25.00' C: 35.36' A: 39.27' CB: S49°33'47"W	㊴ Δ: 87°14'38" R: 25.00' T: 23.83' C: 34.49' A: 38.07' CB: S41°48'54"E	㊵ Δ: 7°59'50" R: 360.00' T: 25.17' C: 50.21' A: 50.25' CB: N0°33'52"E	㊶ Δ: 7°59'50" R: 300.00' T: 20.97' C: 41.84' A: 41.87' CB: S0°33'52"W	㊷ Δ: 49°40'47" R: 25.00' T: 11.57' C: 21.00' A: 21.68' CB: N21°24'20"E
㊸ Δ: 49°40'47" R: 25.00' T: 11.57' C: 21.00' A: 21.68' CB: S28°16'27"E	㊹ Δ: 279°21'34" R: 60.00' T: N/A C: 77.65' A: 292.54' CB: S86°33'57"W	㊺ Δ: 55°03'27" R: 60.00' T: 31.27' C: 55.46' A: 57.66' CB: N18°43'01"E	㊻ Δ: 37°31'11" R: 60.00' T: 20.38' C: 38.59' A: 39.29' CB: N27°34'18"W	㊼ Δ: 54°15'33" R: 60.00' T: 30.74' C: 54.72' A: 56.82' CB: N73°27'41"W	㊽ Δ: 42°19'50" R: 60.00' T: 23.23' C: 43.33' A: 44.33' CB: S58°14'38"W	㊾ Δ: 35°38'46" R: 60.00' T: 19.29' C: 36.73' A: 37.33' CB: S19°15'19"W
㊿ Δ: 54°32'47" R: 60.00' T: 30.93' C: 54.99' A: 57.12' CB: S25°50'27"E	① Δ: 31°47'58" R: 300.00' T: 85.46' C: 164.37' A: 166.50' CB: N15°11'48"W	② Δ: 32°54'12" R: 360.00' T: 108.31' C: 203.91' A: 206.74' CB: S14°38'41"E	③ Δ: 72°53'43" R: 25.00' T: 18.46' C: 29.70' A: 31.81' CB: N67°32'38"W	④ Δ: 252°53'44" R: 60.00' T: N/A C: 96.53' A: 264.83' CB: N22°27'22"E		

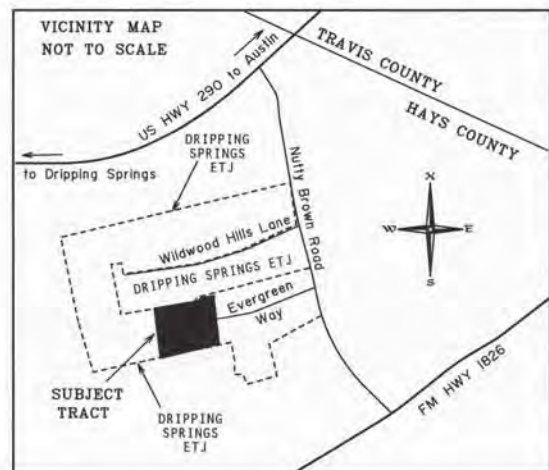
PLAT INFORMATION:

TOTAL AREA, 47.02 ACRES
TOTAL NUMBER OF LOTS, 30
AVERAGE SIZE OF LOTS, 1.40 ACRES
NUMBER OF LOTS OVER 10 ACRES, 0
NUMBER OF LOTS 5-10 ACRES, 1
NUMBER OF LOTS 2-5 ACRES, 0
NUMBER OF LOTS 1-2 ACRES, 29
NUMBER OF LOTS LESS THAN 1 ACRE, 0

STREETS	ROW WIDTH	LENGTH	TYPE
EVERGREEN WAY	60'	1,674'	Local Street
BROADWING COVE	60'	623'	Local Street
ZONETAIL COVE	60'	800'	Local Street

ORIENTATION NOTE:

The orientation for this plat was based upon the State Plane Coordinate System (4204 -- Texas South Central Zone)



THE STATE OF TEXAS
THE COUNTY OF HAYS KNOW ALL MEN BY THESE PRESENTS:
THAT, CATHARINE STEVEN VENTURES, LLC, OWNER OF THAT CERTAIN 47.02 ACRES
TRACT OF LAND OUT OF THE LAMAR MOORE SURVEY ABSTRACT No. 323
IN HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY GENERAL WARRANTY DEED
RECORDED IN INSTRUMENT No. 21021869 OF THE OFFICIAL PUBLIC RECORDS OF
HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE
WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS

Hawk Ridge Phase 1

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND
NOT RELEASED.

WITNESS MY HAND THIS THE _____ DAY OF _____ A.D., 20____

KIRBY WALLS Authorized Agent for
CATHARINE STEVEN VENTURES, LLC
801 POLO CLUB DRIVE
AUSTIN, TEXAS 78737

THE STATE OF TEXAS
THE COUNTY OF HAYS
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED KIRBY WALLS
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE
EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN
EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF
_____ A.D. 20____

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS,
HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING RELATED REQUIREMENTS
OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

ANDREW DODSON, PE
DODSON CIVIL GROUP
TX FIRM 20870

DATE

STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS,
HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE
HAYS COUNTY SUBDIVISION REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND
CORRECTLY MADE AND 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.

HOLT CARSON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5186
HOLT CARSON, INC.
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704
FIRM 10050700



DATE

PLAT NOTES:

1. THIS FINAL PLAT IS NOT LOCATED WITHIN THE JURISDICTION OF ANY MUNICIPALITY.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS
AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE
EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS
INDEPENDENT SCHOOL DISTRICT.
5. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR
FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP PANEL No.
48209C 0140 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE
FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM WEST TRAVIS COUNTY PUA.
7. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY AN ADVANCED ON-SITE SEWAGE FACILITY.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
9. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS,
AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY
UNDER CHAPTER 751.
10. THIS SUBDIVISION IS LOCATED WITHIN HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT 2.
11. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE HAYS COUNTY STANDARD.
12. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
13. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN.
THE MAINTENANCE PLAN MUST BE FILED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY.
THE OWNER/OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP
AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY
STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED
SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
14. POST DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE
PRE-DEVELOPED CONDITION FOR 2, 5, 10, 15 AND 100 YEAR STORM EVENTS. PRE AND POST
DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION
DRAWINGS FOR THIS SUBDIVISION.
15. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE
HAYS COUNTY STANDARDS.
16. THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY EMERGENCY SERVICES
DISTRICT No. 1 AND 6.

Hawk Ridge Phase 1

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 GROUND WATER AVAILABILITY. RAIN
WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE
BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED
TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH
HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT.

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

MARCUS PACHECO DIRECTOR
HAYS COUNTY DEVELOPMENT
SERVICES DEPARTMENT

ERIC VAN GAASBEEK R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR

THE STATE OF TEXAS
THE COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF
AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY
OF _____ A.D. 20____ AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF
HAYS COUNTY, TEXAS, IN INSTRUMENT No. _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 20____

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HAYS
I, ELAINE H. CARDENAS, 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 IN INSTRUMENT No. _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 20____

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

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 ACCESS ONTO A PUBLICLY
DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE
TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES
THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN TABLE 721.02 OF THE
HAYS COUNTY DEVELOPMENT REGULATIONS.

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, ASSUME 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.

PRIVATELY MAINTAINED PAVED STREETS:

CATHERINE STEVEN VENTURES, LLC, BY FILING THIS PLAT OF RECORD, AND ALL
FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH
PROPERTY, ACKNOWLEDGE AND AGREE THAT HAYS COUNTY SHALL HAVE NO
OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS
SHOWN ON THIS SUBDIVISION UNTIL AND UNLESS CATHERINE STEVEN VENTURES, LLC
AND/OR THE HAWKRIDGE HOMEOWNERS ASSOCIATION HAS IMPROVED THE ROADWAYS
TO THE THEN CURRENT STANDARDS REQUIRED BY HAYS COUNTY AND THE ROADS
HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL, WRITTEN ACTION OF THE
COMMISSIONERS COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT-OF-WAY
HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY,
AS A PUBLIC STREET. CATHERINE STEVEN VENTURES, LLC AND ALL FUTURE
OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE
POLO CLUB HOMEOWNERS ASSOCIATED FOR FUTURE MAINTENANCE AND REPAIR
OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.

TEMPORARY EMERGENCY ACCESS EASEMENT WILL REMAIN IN PLACE UNTIL
"EVERGREEN WAY" IS EXTENDED IN FUTURE PHASES. TURN AROUND SHALL MEET ALL
COUNTY AND FIRE CODE REQUIREMENTS. EASEMENT WILL AUTOMATICALLY BE
VACATED UPON ACCEPTANCE OF ROADWAY IMPROVEMENTS IN THE NEXT PHASE.

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 the FY22 Texas Indigent Defense Commission (TIDC) grant award for the Hays County Indigent Defense Coordinator Program in the amount of \$79,804.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 21, 2021	\$97,539

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CRUMLEY/CUTLER	BECERRA	N/A

SUMMARY

On August 6th, 2019, Commissioners' Court authorized the submission of a grant application to the Texas Indigent Defense Commission (TIDC) to provide funds for an Indigent Defense Coordinator. This grant-funded position is to assist with the County's appointment process and provide documentation that the court is in compliance with the Fair Defense Act. The contract for the first year of funding was approved in court on October 15, 2019. The second year of funding was approved in court in October 2020. This is now the third year of funding.

Total Proposed Costs: \$177,343
County Match: \$97,539
TIDC Funded: \$79,804

Grant Period: 10/01/2021 - 09/30/2022
Grant Number: 212-22-D07

Attachment: TIDC IDC Program Statement of Grant Award FY2022 Improvement Grant



October 1, 2021

CHAIR:
The Honorable Sharon Keller
Presiding Judge
Court of Criminal Appeals

EX OFFICIO MEMBERS:
Honorable Sharon Keller
Honorable Nathan Hecht
Honorable John Whitmire
Honorable Brandon Creighton
Honorable Nicole Collier
Honorable Reggie Smith
Honorable Sherry Radack
Honorable Vivian Torres

MEMBERS APPOINTED BY GOVERNOR:
Mr. Alex Bunin
Honorable Richard Evans
Mr. Gonzalo Rios
Honorable Missy Medary
Honorable Valerie Covey

EXECUTIVE DIRECTOR:
Geoffrey Burkhart

The Honorable Ruben Becerra
Hays County Judge
Via E-mail: judge.becerra@co.hays.tx.us

RE: FY2022 Statement of Improvement Grant Award – Grant Number: 212-22-D07

Dear Judge Becerra:

I am pleased to inform you that the Texas Indigent Defense Commission has awarded Hays County a **FY2022 Continuing Multi-Year Improvement Grant** in the amount of **\$79,804** for the **Indigent Defense Coordinator program**. This award also reflects your approved request to modify the grant to include an assistant indigent defense coordinator. Your Statement of Grant Award for fiscal year 2022 is attached. Please sign, scan, and return via e-mail the Statement of Grant Award to **Edwin Colfax** at ecolfax@tidc.texas.gov. You do not need to mail a copy.

Congratulations to Hays County on taking the lead in Texas by developing and continuing this new indigent defense program. If you have any questions or need clarification of the information contained in this letter or the attached Statement of Grant Award, please contact Edwin Colfax, the Commission Director of Grant Funding at (512) 463-2508.

Sincerely,

Sharon Keller
Chair, Texas Indigent Defense Commission
Presiding Judge, Court of Criminal Appeals

Steve Thomas, steve.thomas@co.hays.tx.us
Copy: Marisol Alonzo, Hays County Auditor, marisol.alonzo@co.hays.tx.us

Texas Indigent Defense Commission
209 West 14th Street, Room 202 • Austin, Texas 78701
www.tidc.texas.gov
Phone: 512.936.6994 • Fax: 512.463.5724



Statement of Grant Award FY2022 Improvement Grant

Grant Number: 212-22-D07
Grantee Name: Hays County
Program Title: Indigent Defense Coordinator Program
Grant Period: 10/1/2021-9/30/2022
Grant Award Amount: **\$79,804**

The Texas Indigent Defense Commission (herein, the Commission) has awarded the above-referenced grant to Hays County (herein, the County) for indigent defense services. The authorized official named on the grant application must sign this Statement of Grant Award and return it to the Commission. The grantee will not receive any grant funds until this notice is executed and returned to the Commission. Funding is provided as listed in the categories in the table below:

Direct Costs:	
1) Personnel (Total Number of FTEs: 2)	\$113,966
2) Fringe Benefits	\$48,457
3) Travel and Training	\$1,700
4) Equipment	\$10,120
5) Supplies	\$3,100
6) Contract Services	
7) Indirect Costs	
Total Proposed Costs	\$177,343
Less Cash from Other Sources- County Match	\$97,539
Total Amount Funded by Commission	\$79,804

Standard Grant Conditions:

- The authorized official for the grantee must accept the grant award by signing below.
- The authorized official, financial officer, and program director, referred to below as grant officials, must comply with the terms of the grant as written in the Request for Applications issued in January 2021, including the rules and documents adopted by reference in the Commission's Grant Rules in Title 1, Part 8, Chapter 173, Texas Administrative Code.
- The grant officials understand that a violation of any term of the grant may result in the Commission placing a temporary hold on grant funds, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement of funds is always subject to the availability of funds.
- The grant officials agree to follow the grant terms contained in the "Terms and Conditions" contained in Attachment A, which includes the final grant application.
- Any indigent defense plan documents submitted to the Commission must continue to meet all grant eligibility requirements.
- The judges hearing criminal and juvenile matters must amend the Indigent Defense Plan for their respective courts to include the program funded under this award if necessary and submit it to the Commission by November 1, 2021.

The authorized official for this grant program has read the preceding and indicates agreement by signing the Statement of Grant Award included below.

Signature of Authorized Official

Name & Title (please print)

Date

Attachment A

Terms and Conditions

In addition to the program requirements stated in the Request for Applications (RFA) these specific program requirements apply to this funded program.

- The budget appearing in this Statement of Grant Award is based on costs for one year. The intended funding plan is to provide reimbursement of 80 percent of eligible program costs in the first year, 60 percent in the second year, 40 percent in the third year, and 20 percent in the fourth and final year of Commission support. If the County has a delayed start, the County may request that the grant term or future year awards be adjusted to fulfill the 48 months of the funding plan described above. The county must submit a continuing grant renewal request for each fiscal year as described in the annual Improvement Grant Request for Applications.
- Indigent Defense Coordinators (IDCs) are dedicated to improving the appointment process and providing documentation that a county is in compliance with the Fair Defense Act. IDCs have reduced administrative time that judges must devote to indigent defense activities. They can also enhance processes for fair, neutral and non-discriminatory appointment practices. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs. **IDCs are not to be confused with court administrators, secretaries, or court docket managers.**
- This grant requires quarterly progress reports to provide information on the operation of the program. The Commission grant manager will create an online progress report to document the work performed in this program. The County may request modifications to the online report when the report items do not accurately reflect the work performed. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- The County will submit quarterly expenditure reports to obtain reimbursement of the scheduled percentage of expended funds based on actual expenditures. The reimbursements will be proportional to the county's required match. See the Timeline for Reporting and Fund Distribution at the end of this document for dates.
- The County or its designee must provide to TIDC staff the minimum job requirements and a full job description of the FTE positions specified under this project before positions are publicly posted.
- Requests to revise the scope, target, or focus of the project, or substantively alter project activities require advance written approval from TIDC.
- Budget adjustments consisting of reallocations of funds among or within budget categories in excess of \$10,000 or ten percent of the original approved budget, whichever is less, are considered budget adjustments and are allowable only with prior approval of the executive director of the Commission.
- Equipment costs listed in the first-year start-up budget will not be carried forward into subsequent years of funding.
- The County must develop and submit to the Commission a process for handling complaints about attorneys. This should include collection and review of complaints by the Indigent Defense Coordinator as well as communication of the complaints with the judges. The process must be **submitted with the first progress report after the coordinator is hired.**

Approved Grant Modification Request and Original Grant Application Follow



County Judge Ruben Becerra
DIRECTOR

August 18, 2021

Texas Indigent Defense Commission
209 West 14th St.
Room 202
Austin, TX 78701

To Whom It May Concern:

Hays County is requesting additional funds to support an assistant Indigent Defense Coordinator, to help fulfill the purpose of the Hays County Indigent Defense Office to improve the delivery of indigent defense services to the citizens of Hays County, by providing attorney appointments and high-quality representation to each indigent person.

The Indigent Defense Coordinator is utilized to enhance processes to ensure that appointment practices are fair, neutral, and non-discriminatory. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs. Hays County hired the first Indigent Defense Coordinator on February 4, 2020.

Within the first month of hiring the Indigent Defense Coordinator, 406 individuals were screened for indigence. In the first quarter of 2021, the IDC screened a total of 1,288 individuals for indigence, of those individuals who were screened, 863 individuals were determined indigent. On average, the IDC screens a total of 1,011 individuals each quarter for indigent status. Of those who are screen, on average 641 are determined indigent. The IDC has also made, on average, 91 appointments in court per quarter and 155 appointments out of court per quarter. Due to the high inquiry and demands of this role, a second Indigent Defense Coordinator is needed to assist with the activities and responsibilities.

While much of the Indigent Defense Coordinator's time is dedicated to screening individuals, that is not their only duty. In addition to screening, the IDC regularly runs a weekly jail census report – which is a two to three day process -to determine the number of inmates held by Hays County that do not have attorneys, coordinating with other counties that house inmates from hays County, monitoring the number of inmates being held without indictment, and coordinates with the District Court and County Courts at Law to substitute attorneys in on cases by creating the order of substitution and appointing the attorney. They additionally email information to attorneys requesting up to date CLE or email applications to attorneys who are requesting to be on the appointment wheel. The IDC must then take the completed application to the appropriate court to finalize it. The IDC must enter all new attorneys in Odyssey when

approved by judge and set up a file with the application and CLE, create and print contact cards for each attorney. These tasks all happen weekly.

On a monthly basis, the IDC must send a report to TIDC with the statistics from the month. The IDC must also send a similar monthly report to all judges including information on magistrations numbers and any changes. On a day-to-day basis the IDC must check email and voicemail and handling applications from in-person court appearances.

Due to the high demand of the tasks, the IDC is currently unable to take a full day off (excluding weekends) and often takes all equipment with them when taking a vacation or sick day. The tasks performed by the IDC are extremely important to Hays County and having only one person who is able to perform the tasks is inefficient. An additional staff member would not only allow operations to run smoothly when one IDC must be out but will also help processes run faster by allowing work to be divided up rather than relying on one person. The tasks required of an IDC are often time sensitive and cannot be put on hold. Hays County believes the work done by the Indigent Defense Office is extremely important and strongly believes an additional staff member would be key to helping the office serve the citizens of the county in the most efficient and effective way.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Ruben Becerra', with a long horizontal stroke extending to the right.

Ruben Becerra
Hays County Judge

TIDC has approved the modified FY2022 budget below. Grant reimbursement for FY2022 is 45%, based on three months at 60% and 9 months at 40%. This adjustment reflects the delayed start of the program in its initial year .

TIDC Indigent Defense Coordinator

<u>Budget Sub-Category</u>	<u>Current</u>	<u>Requested FY22</u>
1) Personnel (Total Number of FTEs: 2)	\$ 49,913	\$ 113,966
2) Fringe Benefits	\$ 22,279	\$ 48,457
3) Travel and Training	\$ 2,000	\$ 1,700
4) Equipment	\$ 7,016	\$ 10,120
5) Supplies	\$ 3,100	\$ 3,100
6) Contract Services	\$ -	\$ -
7) Indirect Costs	\$ -	\$ -
Total Proposed Cost	\$ 84,308	\$ 177,343
Less County Match (60%)	\$ (16,862)	\$ (106,406)
Total Amount Requested from Commission	\$ 67,446	\$ 70,937

Indigent Defense Coordinator FY2022

		<u>County 60%</u>	<u>Grant 40%</u>
<u>Personnel:</u>			
Current Staff	\$ 63,055		
Additional Coordinator	\$ 50,911		
	\$ 113,966		
<u>Fringe:</u>			
Social Security	\$ 7,066		
Medicare	\$ 1,653		
Retirement	\$ 16,138		
Medical	\$ 22,665		
Dental	\$ 810		
Life	\$ 126		
	\$ 48,457		
Salary + Fringe Total	\$ 162,423	\$ 97,454	\$ 64,969
<u>Operating:</u>			
Travel/Training	\$ 1,700		
Equipment	\$ 10,120		
Supplies	\$ 3,100		
Operating Total	\$ 14,920	\$ 8,952	\$ 5,968
Total Budget	\$ 177,343	\$ 106,406	\$ 70,937

Operating budget details:

Desk	\$ 1,800
Office Chair	\$ 250
Monitorsx2	\$ 490
Laptop with Docking Station	\$ 1,509
Speakers	\$ 25
Scanner (Fujitsu FI-7180)	\$ 1,642
Copier Lease	\$ 3,200
Office Phone (Landline)	\$ 864
Adobe Pro License	\$ 340
General Office Supplies	\$ 3,100
Travel/Training	\$ 1,700
Total	\$ 14,920

Indigent Defense Coordinator Program**FY2020 Hays County Menu Option Discretionary Grant**

Application Submitted by Lindsay McClune at 8/7/2019 10:45:22 AM

The Discretionary Grant Application Confirmation Number is D202010520190807.

[Official Requests for Applications \(RFA\) Notice on Texas Indigent Defense Commission website](#)

(If a conflict exists between this webpage and the RFA, the RFA prevails.)

This form is completed using the information currently available to the Commission. Please review and make any corrections necessary.

Confirmation Number **D202010520190807**State Payee Identification number **Official County Mailing Address**Address (line 1) Address (line 2 if needed) City State ZIP **Program Title: Hays County County Indigent Defense Coordinator Program****Allowable Uses:**

Hays County agrees to implement the Indigent Defense Coordinator program to improve the county's appointment process and to provide documentation that a county is in compliance with the Fair Defense Act. IDCs reduce administrative time of judges spent on appointments. [County] County agrees to use the IDC to enhance processes to ensure that appointment practices are fair, neutral and non-discriminatory. A clear and objective standard of indigence with a timely appeal process to the courts in case of denial by the IDC ensures success of these programs.

Required Program Elements:

Hays County Agrees to the Following Required Program Elements (You must agree to all by checking each of the required program elements to receive an award.)

- ☒ Must perform all appointments (in and out of court) as the designee of the judge or judges
- ☒ Must maintain the rotation default system on assigned counsel systems and monitor the frequency and reasons of exception for off list appointments
- ☒ Must report summary of appointment data to judges at least monthly
- ☒ Must manage the graduated list of court appointed attorneys for judges and receive applications for advancements or adjustments as higher qualifications are met by attorneys
- ☒ Must monitor appointment list and attorneys' completion of continuing legal education (CLE) to meet minimum requirements of local plan and Commission rules
- ☒ Must review invoices submitted by attorneys and compare to appointment schedule prior to judicial approval
- ☒ Perform training for law enforcement, magistrates, local bar, and other stakeholders on indigent defense plan(s) adopted by courts
- ☒ Report directly to the judges (rural) or board of judges (mid-size or urban)
- ☒ Develop procedures to track attorney contact with client, which includes tracking, investigating and reporting allegations of attorneys not meeting their clients within statutory or plan requirements
- ☒ Must involve all courts in the jurisdiction (rural and mid-sized) or all of the judges of a type of court (urban)

Timeline for Reporting and Fund Distribution

Reports will be submitted via the TIDC Grant and Plan Management website at <https://tidc.tamu.edu>.

Reporting Period	Type Report Due	Date Report Due	Fund Distribution Date
October 2021 through December 2021	Grant Expenditure Report Progress report	January 15, 2022	February 2022
January 2022 through March 2022	Grant Expenditure Report Progress report	April 15, 2022	May 2022
April 2022 through June 2022	Grant Expenditure Report Progress report	July 15, 2022	August 2022
July 2022 through September 2022	Grant Expenditure Report Progress Report	October 15, 2022	December 2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to award the contract for IFB 2021-B09 US 290 W - Henly Loop to Lone Star Sitework, LLC.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Jerry Borcharding

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Purchasing received four bids pursuant to IFB 2021-B09 US 290 W - Henly Loop. It is the staff's recommendation to award the contract to Lone Star Sitework, LLC.

Aaron Concrete Contractors \$483,056.70
Cox Commercial Construction \$696,867.00
Lone Star Sitework, LLC. \$428,478.05
Pro Dirt Services \$535,251.75

Attached:

IFB 2021-B09 Bid Tab
IFB 2021-B09 Lone Star Sitework, LLC. Contract

STANDARD FORM OF CONTRACT

STATE OF TEXAS

HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the “Contract”) is by and between **HAYS COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter called “County”) and **LONE STAR SITEWORK, LLC**. (hereinafter called “Contractor”).

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. (*Exhibit A*) The “Project” is generally described as follows:

Project No. IFB 2021-B09 – US 290 at Henly Loop

Article 2. Engineer of Record

The Project has been designed by FSC, INC, who is hereinafter called the “Engineer of Record” and who is to act as the County’s design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **95 calendar days** (the “Contract Time”). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the “Contract Price”):

- 4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form Schedule of Rates and Prices, and as totaled below:

TOTAL OF ALL UNIT PRICES: \$428, 478.05

Four Hundred twenty eight thousand, four hundred seventy eight (dollars) and five (cents)

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Contract, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.
- 5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

The “Contract Documents,” which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

- 6.1 This Standard Form of Contract
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond
- 6.5 Certificate of Insurance
- 6.6 Wage Rates
- 6.7 Standard Specifications
- 6.8 Special Provisions
- 6.9 Special Conditions
- 6.10 Technical Specifications
- 6.11 Plan Drawings
- 6.12 Addenda numbers **1** to **1** , inclusive
- 6.13 Contractor’s Bid Form
- 6.14 Documentation submitted by Contractor prior to Notice of Award.
- 6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

Article 7. Miscellaneous

- 7.1 Terms used in this Contract which are defined in the Standard Specifications will have the meanings indicated in the Standard Specifications.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.
- 7.5 Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

- 7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.
- 7.9 Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 7.11 To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- 7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.
- 7.13 This Contract and the Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on _____, 20____ (which is the
"Effective Date" of the Contract).

COUNTY, HAYS

By: _____
Ruben Becerra,
Hays County Judge

CONTRACTOR:
LONE STAR SITEWORK, LLC.

By: C. Hansen
Title: Managing Member

Attest _____
Elaine H. Cardenas
Hays County County Clerk

[CORPORATE SEAL]

Attest

[Signature]

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 an Interlocal Cooperation Agreement between Hays County and Texas State University to be performed by the Meadows Center for Water and the Environment related to the FY22 Hays County Feral Hog Abatement Program.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

\$1,250.00

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T.CRUMLEY

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Texas State University - The Meadows Center for Water and the Environment will provide services associated with Texas A&M AgriLife Extension Feral Hog Abatement Grant program as follows: General Project Management; Website Development/Social Media Campaign; Two workshops; Remote-Operated Feral Hog Trap Sharing Cooperative; Cost-Sharing Incentive Program; Development of Final Report; Bounty Program and supplies

The Feral Hog Abatement Grant Program will provide up to \$7,500 in funding assistance for this program of which \$5,000 will be utilized for the services and \$640.00 for supplies.

Bounty program total \$2,500.00 and a 50% match at \$1,250.00

FY2022 HAYS COUNTY FERAL HOG PROGRAM INTERLOCAL COOPERATION AGREEMENT

This FY2022 Hays County Feral Hog Program Interlocal Cooperation Agreement ("Agreement") between Hays County ("COUNTY") and Texas State University ("TXSTATE") to be performed by the Meadows Center for Water and the Environment, is entered into on October 1, 2021 and shall continue through August 31, 2022.

TXSTATE. Subject to the terms and conditions of this Agreement, the COUNTY hereby engages TXSTATE to perform the services set forth herein, and TXSTATE hereby accepts such engagement.

Duties, Term, and Compensation. TXSTATE's duties, term of engagement, compensation and provisions for payment thereof shall be as set forth in the Scope of Work attached hereto and incorporated herein as Attachment "A," and the Addendum to Contract attached hereto and incorporated herein as Attachment "B" which may be amended in writing from time to time if agreeable to the COUNTY and TXSTATE.

Expenses. During the term of this Agreement, TXSTATE shall bill the COUNTY quarterly beginning on February 1, 2022, and the COUNTY shall reimburse TXSTATE for all reasonable and approved out-of-pocket expenses which are incurred in connection with the performance of the duties hereunder. All Payments should be made in accordance with attached Scope of Work.

Written Reports. The COUNTY may request that project plans and progress reports be provided by TXSTATE on a monthly basis. A final report shall be due at the conclusion of this Agreement and shall be submitted to the COUNTY in a written report at such time. The final report shall be in such form and setting forth such information and data as is reasonably requested by the COUNTY.

Inventions. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE during this engagement relative to the duties under this Agreement shall be the exclusive property of the COUNTY; and TXSTATE hereby assigns all right, title, and interest in the same to the COUNTY. Any and all inventions, discoveries, developments and innovations conceived by TXSTATE prior to the term of this Agreement and utilized by TXSTATE in rendering duties to the COUNTY are hereby licensed to the COUNTY for use in its operations and for an infinite duration. This license is non-exclusive and may be assigned without TXSTATE's prior written approval by the COUNTY to a wholly-owned subsidiary of the COUNTY.

Confidentiality. TXSTATE acknowledges that during the term of this Agreement TXSTATE will have access to and become acquainted with various trade secrets, inventions, innovations, processes; information, records and specifications owned or licensed by the COUNTY and/or used by the COUNTY in connection with the operation of its business including, without limitation, the COUNTY's business and product processes, methods, customer lists, accounts and procedures. TXSTATE agrees that TXSTATE will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required during this engagement with the COUNTY. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the COUNTY, whether prepared by TXSTATE or otherwise coming into TXSTATE's possession, shall remain the exclusive property of the COUNTY, TXSTATE shall not retain any copies of the foregoing without the COUNTY's prior written permission. Upon the

expiration or earlier termination of this Agreement, or whenever requested by the COUNTY, TXSTATE shall immediately deliver to the COUNTY all such files, records, documents, specification information, and other items in TXSTATE's possession or under TXSTATE's control. TXSTATE further agrees that TXSTATE will not disclose the terms of this Agreement to any person without the prior written consent of the COUNTY and shall at all times preserve the confidential nature of TXSTATE's relationship to the COUNTY and of the services hereunder.

Conflicts of Interest; Non-hire Provision. TXSTATE represents that TXSTATE is free to enter into this Agreement, and that it does not violate the terms of any agreement between TXSTATE and any third party. Further, TXSTATE, in rendering TXSTATE duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which TXSTATE does not have a proprietary interest. During the term of this Agreement, TXSTATE shall devote as much of TXSTATE's productive time, energy and abilities to the performance of TXSTATE's duties here under as is necessary to perform the required duties in a timely and productive manner. TXSTATE is expressly free to perform services for other parties while performing services for the COUNTY. For a period of six (6) months following any termination, TXSTATE shall not, directly or indirectly hire, solicit, or encourage anyone to leave the COUNTY's employment, any employee, consultant, or TXSTATE of the COUNTY or hire any such employee, consultant, or TXSTATE who has left the COUNTY's employment or contractual engagement within one year of such employment or engagement.

Right to Injunction. The parties hereto acknowledge that the services to be rendered by TXSTATE under this Agreement and the rights and privileges granted to the COUNTY under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by TXSTATE of any of the provisions of this Agreement will cause the COUNTY irreparable injury and damage. TXSTATE expressly agrees that the COUNTY shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by TXSTATE. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that the COUNTY may have for damages or otherwise. The various rights and remedies of the COUNTY under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.

Termination. The COUNTY may terminate this Agreement at any time by providing ten (10) business days' written notice to TXSTATE. In addition, if TXSTATE is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the COUNTY, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, the COUNTY at any time may terminate the engagement of TXSTATE immediately and without prior written notice to TXSTATE.

Independent Contractor. This Agreement shall not render TXSTATE an employee, partner, agent of, or joint venture with the COUNTY for any purpose. TXSTATE is and will remain an independent contractor in TXSTATE's relationship to the COUNTY. The COUNTY shall not be responsible for withholding taxes with respect to TXSTATE's compensation hereunder. TXSTATE shall have no claim against the COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Choice of Law. The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties here to.

Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

Assignment. TXSTATE shall not assign any of TXSTATE's rights under this Agreement, or delegate the performance of any of TXSTATE's duties hereunder, without the prior written consent of the COUNTY.

Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

Professional Services to be provided by:

Texas State University
The Meadows Center for Water and the Environment
601 University Dr.
San Marcos, TX 78666

Email: sharla@txstate.edu, nickdornak@txstate.edu
Phone: 512-245-9201

Professional Services acquired by:

Hays County
Attn: Ruben Becerra, County Judge
San Marcos, TX 78666

Email: judge.becerra@co.hays.tx.us, lindsay.mcclune@co.hays.tx.us,
alexandra.thompson@co.hays.tx.us
Phone: 512-393-2205

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

Entire Understanding. This document and any attachments constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

HAYS COUNTY

**Ruben
Becerra
County Judge**

Date

TEXAS STATE UNIVERSITY

**Dan Alden
Director of Procurement
and Strategic Sourcing**

Date

Attachment A

Scope of Work

Texas State University, the Meadows Center for Water and the Environment ("TXSTATE") will support Hays County ("COUNTY") in the completion of deliverables for "Texas A&M AgriLife Extension Feral Hog Abatement Grant – Hays County" toward fulfillment of the Interlocal Agreement by and between Hays County and Texas A&M AgriLife Extension Service as executed November 2, 2021, attached hereto and incorporated herein as Attachment "C."

It is estimated that the Meadows Center can complete the proposed services outlined below for \$5,000, that includes approximately eighty (80) hours of TXSTATE staff time. TXSTATE will bill the COUNTY monthly for work performed.

Specifically, as mutually agreed to in the project's Work Plan timeline and as part of the overarching project tasks, TXSTATE will:

- **General Project Management:** Project oversight and coordination including progress reports and coordination among County staff for project deliverables.
- **Website Development/Social Media Campaign:** Manage project website and social media platform.
- **Two (2) Landowner Outreach Events:** Coordination of one (1) Hays Co. Feral Hog Workshop and one (1) one-hour webinars.
- **Hays County Feral Hog Removal Tracking including a County Level Damage Assessment:** Develop and deliver tracking tool and County Level Damage and Control Assessment.
- **Remote-operated feral hog trap sharing cooperative:** Coordinate trap sharing cooperative program currently being implemented by Hays County with assistance from the Caldwell County Feral Hog Task Force.
- **Bounty Program:** Train and assist Hays County AgriLife Extension and/or Plum Creek Watershed Partnership on conducting Bounty Program.
- **Development of Final Report:** Draft final report due 7/31/22. Final report due 8/31/22.

ATTACHMENT B
Addendum to Contract

APPLICABLE LAW: THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS SHALL APPLY.

LIMITATIONS:

The parties acknowledge that they are aware that there are constitutional and statutory limitations on the authority of Texas State University ("Texas State" or "University") to enter into certain terms and conditions of an agreement, including, but not limited to:

- those terms and conditions relating to liens on University's property;
- disclaimers and limitations of warranties;
- disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes;
- limitations of periods to bring legal action; granting control of litigation or settlement to another party;
- liability for acts or omissions of third parties;
- payment of attorneys' fees; dispute resolution; indemnities ;and,
- confidentiality (collectively, the "Limitations").

Terms and conditions related to these "Limitations" will not be binding except to the extent authorized by the laws and Constitution of the State of Texas.

WAIVER OF SOVEREIGN IMMUNITY:

Upon award, the parties specifically agree that (i) neither the execution of the Agreement, nor any other conduct, action or inaction of any representative of Texas State relating to the Agreement constitutes, or is intended to constitute, a waiver of Texas State's, or the state's, sovereign immunity to suit; and (ii) the University has not waived its right to seek redress in the courts.

INDEMNIFICATION:

This section shall apply only to the extent permitted by Texas law. Texas State does not waive any of its constitutional statutory or common law rights, privileges, immunities or defenses under Texas law.

DISPUTE RESOLUTION:

To the extent that Chapter 2260, *Texas Government Code*, is applicable to any resulting agreement and is not preempted by other applicable law, the dispute resolution process provided for in Texas Government Code Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the parties to attempt to resolve any claim for breach of contract made that cannot be resolved in the ordinary course of business.

NOTE: In accordance with Texas Education Code, Chp. 51, Sec. 51.9335, Subsection (h):

"in any contract for the acquisition of goods and services to which an institution of higher education is a party, a provision required by applicable law to be included in the contract is considered to be part of the executed contract without regard to (1) whether the provisions appear on the face of the contract; or (2) whether the contract includes any provisions to the contrary."

ADHERENCE TO UNIVERSITY POLICIES:

By executing the contract, the COUNTY agrees to comply with all University Policies including but not limited to the following and, at a minimum, shall apply to the COUNTY's employees and subcontractors while on the Texas State campus:

- a. On-campus driving and parking;
- b. Prohibition on smoking or tobacco use;
- c. Fire safety;
- d. Hazardous Materials;
- e. Drug-free workplace; and,
- f. Prohibition of sexual harassment, or harassment or discrimination based on race, color, national origin, age, sex, religion, disability, or sexual orientation .

PUBLIC INFORMATION:

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act, Chapter 552, Texas Government Code. Sponsor is required to make any information created or exchanged with the state pursuant to this contract, which is 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. The following format(s) shall be deemed to be in compliance with this provision: electronic files in Word, PDF, or similar generally accessible format.

NONDISCRIMINATION:

In their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal, state, University and The Texas State University System policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

PAYMENT TERMS:

University will pay for Work performed in accordance with Texas Government Code; section 2251 "Prompt Payment".

University, an agency of the State of Texas, is exempt from Texas Sales & Use Tax on the Work in accordance with Section 151.309, Texas Tax Code, and Title 34 Texas Administrative Code ("TAC") Section 3.322.

ATTACHMENT C
INTERLOCAL AGREEMENT by and between
HAYS COUNTY and TEXAS A&M AGRILIFE EXTENSION SERVICE

INTERLOCAL AGREEMENT
by and between
HAYS COUNTY
and
TEXAS A&M AGRILIFE EXTENSION SERVICE

This Interlocal Agreement (hereafter termed “Agreement”) is made pursuant to Chapter 791, Texas Government Code, *Interlocal Cooperation Contract*, and is entered into by and between the **Hays County** (hereafter referred to as “COUNTY”), a county within the State of Texas and **Texas A&M AgriLife Extension Service** (hereafter referred to as “AGRILIFE EXTENSION”), a member of The Texas A&M University System, an agency of the State of Texas. COUNTY and AGRILIFE EXTENSION may be referred to herein individually as “Party” or collectively as the “Parties”.

SECTION 1
PURPOSE

- 1.01** In accordance with S.B. No. 1, 87th Regular Legislative Session, 2021, (General Appropriations Act for the 2022-23 Biennium) Article III, page 227, rider 6, funds were appropriated to AGRILIFE EXTENSION for the Feral Hog Abatement Program (the “Program”) to implement feral hog abatement technologies. As part of the Program, AGRILIFE EXTENSION shall use a portion of the appropriated funds to fund grants for county feral hog eradication projects in Texas.
- 1.02** AGRILIFE EXTENSION requested grant applications in support of the Program from Texas counties setting forth the County’s proposed feral hog abatement eradication project (the “Project”). COUNTY has proposed to complete the Project as set out in the COUNTY’s Application including a Description of Activities (collectively “Application”) attached hereto as Attachment A and fully incorporated herein by reference.
- 1.03** AGRILIFE EXTENSION desires to have COUNTY complete the Project to accomplish the goals of responding and complying with the Program. Accordingly, AGRILIFE EXTENSION and COUNTY enter into this Agreement as follows:

SECTION 2
TERM

- 2.01** *Fixed Term:* This Agreement commences on October 1, 2021 and will terminate on August 31, 2022, unless cancelled according to section 2.02 of this Agreement.
- 2.02** *Cancellation:* This Agreement may be cancelled prior to the expiration of the Fixed Term or any Extension Term by either Party, upon thirty (30) calendar days written notice to the other Party, sent to the address indicated in Section 5.01 of this Agreement.

SECTION 3 COUNTY OBLIGATIONS

- 3.01** *Performance:* COUNTY shall implement the feral hog abatement technologies as set out in the Application.
- 3.02** *Subcontractors:* Any delegation by the COUNTY to a subcontractor regarding any duties and responsibilities imposed by this Agreement must be approved in advance by AGRILIFE EXTENSION and shall not relieve the COUNTY of its responsibilities to AGRILIFE EXTENSION for its performance.
- 3.03** *Progress Reports:* COUNTY shall submit to AGRILIFE EXTENSION quarterly progress reports reflecting progress of work completed on the Project as well as financial progress.
- 3.04** *Final Report:* COUNTY will submit to AGRILIFE EXTENSION a written report on accomplishments achieved as a result of the Project, which shall include information on the number of feral hogs abated and the methods used for such abatements no later than August 1, 2022.
- 3.05** *Records:* COUNTY must keep a separate bookkeeping account with a complete record of all expenditures relating to the Project. Project records shall be maintained by COUNTY for seven (7) years after the completion of the Project, or as otherwise agreed upon with AGRILIFE EXTENSION. AGRILIFE EXTENSION and the Texas State Auditor's Office ("State Auditor") reserve the right to examine all books, documents, records, and accounts relating to the Project at any time throughout the duration of the Agreement and for three years immediately following completion of the Project. If any litigation, claim, negotiation, audit or other action is initiated prior to the expiration of the retention period, then the records must be retained until authorized by AGRILIFE EXTENSION. AGRILIFE EXTENSION and the State Auditor shall have access to the physical locations related to Project activities.
- 3.06** *Audit:* If the COUNTY has a financial audit performed during the time the COUNTY is receiving funds from AGRILIFE EXTENSION for the Project, upon request, AGRILIFE EXTENSION shall have access to information about the audit, including the audit transmittal letter, management letter, and any schedules in which the COUNTY's funds are included.
- 3.07** *Compliance:* At all times during the term of this Agreement, COUNTY must comply with *Texas Government Code*, Chapter 783, Uniform Grant and Contract Management, and the Uniform Grant Management Standards (UGMS) and 2 CFR Part 200.

SECTION 4 COMPENSATION

4.01 *Fee:* This is a cost reimbursable Agreement. AGRILIFE EXTENSION agrees to pay COUNTY up to **\$7,500** for performance of the Project. Payment shall be cost reimbursable based on actual costs incurred by COUNTY in accordance with the Application but will not exceed \$7,500 total. Payment shall be made within thirty (30) days after receipt of invoice in accordance with Chapter 2251, *Texas Government Code*.

4.02 *Invoices:* COUNTY may submit cost reimbursable invoices to AGRILIFE EXTENSION quarterly, but in no event shall invoice be submitted any later than August 31, 2022. The invoice(s) must include sufficient detail and relevant supporting documentation. Backup detail may include, but is not limited to, documentation of personnel expenses, or copies of invoices. The combined amount of the invoices submitted by COUNTY may not exceed \$7,500. All invoices shall be submitted to the following address:

Texas A&M AgriLife Extension Services
Attn: Gina D. Chairez-Blochlinger
P.O. Box 690170
San Antonio, TX 78249
(a copy may be sent by Email to: Gina.D.Chairez@usda.gov)

4.03 *Payment Schedule:* Up to 90% of the total grant award may be reimbursed provided the work for which payment is requested has been completed and proper documentation has been submitted. The remaining 10% will only be disbursed once all reporting requirements have been met, including, but not limited to, the final performance report.

4.04 *Eligible Expenses:* Generally, expenses that are necessary and reasonable for proper and efficient performance and administration of the Project are eligible. Examples of eligible expenditures include:

1. Personnel costs, including salary and benefits related to temporary or event staff; grant funds may not be used to pay for existing employees in the performance of their day-to-day duties.
2. Direct operating expenses that directly relate to Project activities; this may include facility rental or other workshop related expenses (note: meals, food, or beverages of any kind are not considered an eligible expense).
3. Supplies that cost less than \$5,000, such as office supplies, printing services, and materials needed to accomplish the proposed Project.
4. Vendor contracts (i.e. agreements made with a third-party to perform a portion of the Project services).
5. Controlled assets, which are defined as certain items valued \$500.00 - \$4,999.99 which must also be inventoried, see:
<https://fm.x.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/index.php>.
6. If grant funds are proposed by COUNTY to be used to fund bounty efforts, COUNTY must have a written policy implemented to prevent the intentional

breeding and raising of feral hogs for the purpose of meeting bounty requirements. **In addition, bounty-related grant fund reimbursement is limited to 50% of the bounty paid and a maximum of \$5.00 per feral hog.**

4.05 *Ineligible Expenses:* Expenses prohibited by state or federal law or determined to be ineligible by Program guidelines will not be reimbursed. Examples of these ineligible expenditures include, but are not limited to the following:

1. Alcoholic beverages;
2. Entertainment;
3. Contributions, charitable or political;
4. Expenses falling outside of the contract period;
5. Items not listed in the project budget or an approved amendment;
6. Expenses that are not adequately documented;
7. Travel, including but not limited to mileage reimbursement, meals and lodging; and
8. Meals, food or beverage costs of any kind, including those associated with an educational workshop.

4.06 *Non-expended grant funds:* If COUNTY fails to incur cost reimbursable expenses in the amount specified in Paragraph 4.01 during the term of this Agreement and properly invoice for same in accordance with the terms hereof, COUNTY shall not be entitled to such unspent funds. Any unspent funds will remain with AGRILIFE EXTENSION.

SECTION 5 MISCELLANEOUS

5.01 *Notices:* Fee payment or notices required under this Agreement may be sent by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Written notice delivery is deemed made when the notice is deposited into a USPS mail receptacle, or deposited with an overnight carrier, or hand delivered. Either Party can change the notice address by sending to the other Party written indication of the new address. Notices should be addressed as follows:

COUNTY: Hays County
Attn: Ruben Becerra, County Judge
111 E. San Antonio St., Ste. 300
San Marcos, TX 78666

AGRILIFE EXTENSION: Texas A&M AgriLife Extension Service
ATTN: Michael Bodenchuk, State Director

By U.S. mail: P.O. Box 690170
San Antonio, TX 78269

By courier: 5730 Northwest Parkway
San Antonio, TX 78249

- 5.02** *Force Majeure:* Any and all duties, obligations, and covenants of this Agreement will be suspended during time of natural disaster, war, acts of terrorism, or other “Acts of God”, which prevent a Party from fulfilling any and all duties, obligations, and/or covenants of this Agreement. If a Party is prevented from fulfilling a duty, obligation, and/or covenant of this Agreement, due to Force Majeure, the Party prevented from fulfilling will notify the other Party in writing, sent pursuant to Section 5.01 Agreement, within fourteen (14) calendar business days of the Force Majeure event.
- 5.03** *Parties Relationship:* Nothing in the Agreement should be construed as creating a partnership, joint venture, agency relationship, or any other relationship other than, between COUNTY and AGRILIFE EXTENSION.
- 5.04** *Applicable Law:* This Agreement is construed under and in accordance with the laws of the State of Texas.
- 5.05** *Cumulative Rights:* All rights, options, and remedies contained in this Agreement and held by COUNTY and AGRILIFE EXTENSION are cumulative and the exercising of one will not exclude exercising another. COUNTY and AGRILIFE EXTENSION each have the right to pursue any remedy or relief which may be provided by law, in equity, or by the stipulations of this Lease.
- 5.06** *Non-waiver:* A waiver by either COUNTY or AGRILIFE EXTENSION, or both, of any obligation, duty, or covenant of this Agreement will not constitute a waiver of any other breach of any obligation, duty, or covenant of this Agreement.
- 5.07** *Counterparts:* This Agreement can be executed in multiple counterparts, each of which is declared an original.
- 5.08** *Severability:* If any clause of provision of this Agreement is illegal, invalid or unenforceable under present or future law, COUNTY and AGRILIFE EXTENSION intend that the remaining clauses or provisions of this Agreement will not be affected and will remain in full force and effect.
- 5.09** *Entire Agreement:* This Agreement contains the final and entire agreement between COUNTY and AGRILIFE EXTENSION, and will not be amended, explained, or superseded by any oral or written communications; unless done so in a subsequent, written, and mutually agreed upon amendment.
- 5.10** *Successors and Assigns:* All the obligations, duties, covenants, and rights contained in this Agreement and performable by COUNTY will be applicable and binding upon respective successors and assigns, including any successor by merger or consolidation; however, nothing in this provision shall be construed to be consent of Assignment of this Agreement.
- 5.11** *Nondiscrimination:* COUNTY and AGRILIFE EXTENSION, and their agents or employees, are prohibited from discriminating on the basis of race, color, sex, age,

religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.

- 5.12** *Dispute Resolution:* Any dispute between COUNTY and AGRILIFE EXTENSION regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas. Any notice of dispute tendered by COUNTY should be to Ralph Stevens, Director of Procurement, AGRILIFE EXTENSION.

AGREED and EXECUTED on the dates indicated below, by COUNTY's and AGRILIFE EXTENSION's duly authorized representatives.



HAYS COUNTY

By: 
Name: Ruben Becerra

Title: County Judge

Date: 11-2-2021

TEXAS A&M AGRILIFE EXTENSION SERVICE

DocuSigned by:

By: 
Name: Dr. Jeff Hyde

Title: Director

Date: October 21, 2021 | 1:12 PM CDT

Attachment A

Application must be received by: **Friday, August 20, 2021**. Late or incomplete applications will not be considered.

County Information

County Name	<u>Hays County</u>		
Mailing Address:	<u>111 E. San Antonio St., Ste. 300</u>		
	<i>Street Address</i>		
	<u>San Marcos</u>	<u>TX</u>	<u>78666</u>
	<i>City</i>	<i>State</i>	<i>Zip Code</i>
Physical Address:	<u>111 E. San Antonio St., Ste. 300</u>		
	<i>Street Address</i>		
	<u>San Marcos</u>	<u>TX</u>	<u>78666</u>
	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Contact Personnel

(1) Name of Primary Program Contact *(This person can answer day-to-day questions about the project.)*

Full Name: Nick Dornak ☒ Mr. ☐ Dr.
First Last ☐ Ms. ☐ Other _____

Position Title: Director of Watershed Services, Meadows Center for Water and the Environment

Email Address: nickdornak@txstate.edu

Phone: (512) 245 - 6697 Ext. _____ Alt #: (512) 213 - 7389

(2) Name of Authorized Official *(This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)*

Full Name: Ruben Becerra ☒ Mr. ☐ Dr.
First Last ☐ Ms. ☐ Other Judge

Position Title: County Judge

Email Address: judge.becerra@co.hays.tx.us

Phone: (512) 393 - 2205 Ext. _____ Alt #:() -

Program Information

Previous Participation

- Has your County previously participated in the feral hog abatement grants? ☒ Yes ☐ No
- If yes, what years? 2012, 2013, 2018, 2019, 2020, 2021
- Has your County previously received a grant through any TDA or Texas A&M AgriLife Extension Service feral hog abatement program? ☒ Yes* ☐ No
- If yes, what years? 2013, 2018, 2019, 2020, 2021

Quantifiable Information and Description of Activities

Please provide a narrative describing the feral hog abatement program and your use of the funds. Include as much detail as necessary for the reviewers to evaluate your proposal against the evaluation criteria. Include budget, past final reports and bounty pool commitments as appropriate.

Hays County is requesting a Texas A&M AgriLife Extension Service, Wildlife Services (WS) program County Feral Hog Abatement Grant (grant) in the amount of \$7,500.

Grant funds will be used to continue to develop stakeholder engagement programs and to purchase supplies and equipment toward the goal of reducing the damage and extent of feral hog (*Sus scrofa*) activity in Hays County, Texas. **This effort will be strengthened and enhanced by Hays County's participation in The Central Texas Feral Hog Task Force, a co-managed, regional feral hog abatement effort with cooperating counties including, Guadalupe and Caldwell.** The grant will enable Hays County to take advantage of a regional communication network and share resources with partner counties while also implementing specific mitigation efforts designed for the cultural and land use priorities that make Hays County unique.

Hays County and its partners are not alone in suffering millions of dollars in damages to property and natural resources from feral hog activity. What sets Hays County and our partners apart, however, are the tools and experience each county possesses in grant management, stakeholder engagement and watershed protection that will serve to ensure grant funds achieve program goals. Four watershed protection plans (WPP) are currently being implemented in the three-county region: Cypress Creek WPP and Upper San Marcos River WPP (Hays); Plum Creek WPP (Hays-Caldwell); Geronimo-Alligator Creek WPP (Caldwell). Historic and ongoing impacts to water quality from feral hogs in these watersheds have been well documented. A 12-month Bacterial Source Tracking (BST) study completed for Plum Creek in 2018 demonstrated that non-avian wildlife was the most dominant source of *E. coli* throughout the watershed (**Figure 1**). Feral hogs are highly suspected to be the driver of wildlife *E. coli* in Plum Creek as well as Geronimo and Alligator Creeks in Guadalupe County due to their active population, biology and behavioral patterns that keep them close to the cool, vegetated riparian areas along streams. More information on the Plum Creek Watershed Protection Plan can be found at <http://plumcreek.tamu.edu/>.

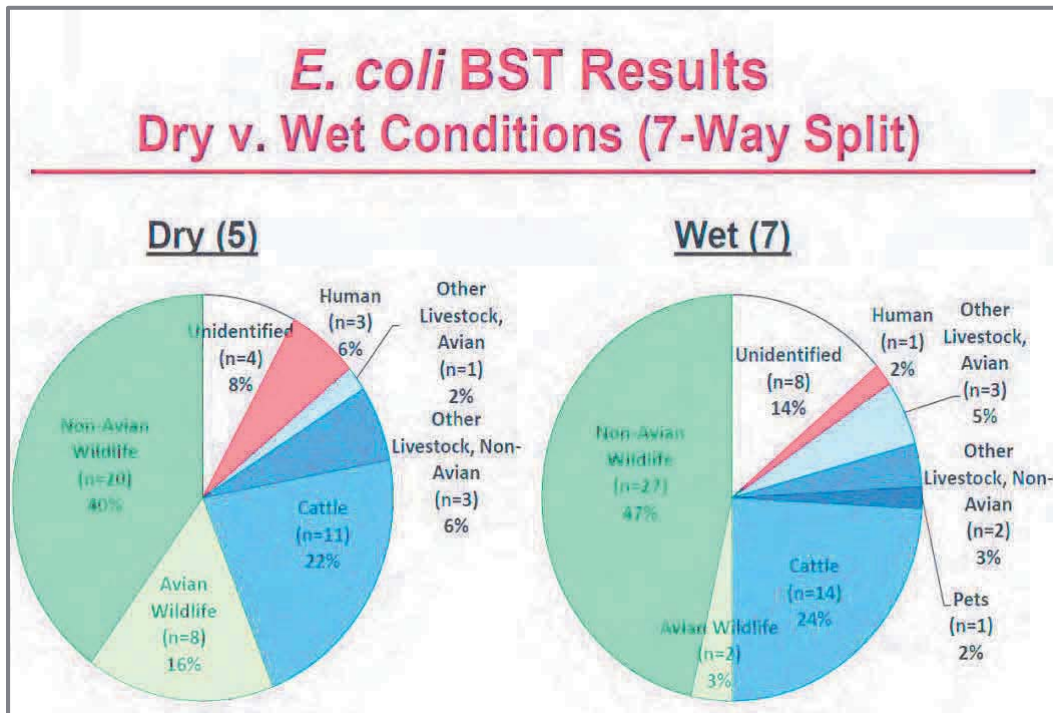


Figure 1. Results of 12-month Plum Creek Watershed, Bacterial Source Tracking Study (Wet versus Dry Conditions) completed by the Plum Creek Watershed Partnership, Guadalupe-Blanco River Authority and the Texas A&M Soil and Aquatic Microbiologic Laboratory.

Each partner county in the has successfully participated in feral hog management activities, most notable being Caldwell County’s Feral Hog Task Force established in 2013, whose ongoing outreach, education and direct abatement efforts have led to the documented removal of over 15,000 feral hogs in Caldwell County and the Plum Creek Watershed.

The continued development of The Central Texas Feral Hog Task Force, a regional feral hog abatement program for Caldwell, Guadalupe and Hays County through this grant program will ensure the following deliverables: (1) a *continuation of multifaceted feral hog management programs for partner counties*; (2) a centralized website, www.feralhogtaskforce.com, for sharing information about feral hog programs, tracking progress and announcing upcoming opportunities throughout the region with links to existing resources as well as dedicated pages for each partner county; (3) development and allocation of shared resources for participating counties including: a *county-level damage assessment*, miscellaneous program forms (ex. landowner surveys, bounty participation forms, etc.); (4) *equipment sharing cooperatives* (ex. remote operated traps); (5) *cost-sharing incentive programs* (ex. trapping supplies); (6) coordinated educational programming including *webinars* AND *one county-based workshop* for each partner county; and (7) a dynamic social media campaign to enhance program success and expand program reach. Partner counties may also participate in *bounty programs* and *aerial hunting contracts*.

Public-private partnerships will serve as a catalyst for greater program impact by leveraging grant funds to expand projects and incentivize stakeholder ownership in the feral hog abatement effort.

Hays County and our cooperating partners, Guadalupe Co. and Caldwell Co., will work with county staff, AgriLife, Texas State University – Meadows Center for Water and the Environment, the Plum Creek Watershed Partnership, local business, NGOs and others to coordinate efforts and deliver feral hog abatement programs with a goal of the documented removal of 6,000 feral hogs throughout the region during the project period.

Work Plan

ACTIVITY	ACTIVITY COMPLETED BY	TIMELINE	
		START DATE	END DATE
Grant administration	Hays County	9/01/2021	7/31/2022
General Project Management	Interlocal Contract with Texas State University – Meadows Center for Water and the Environment (Meadows)	9/01/2021	7/31/2022
Website maintenance and networking	Meadows	9/01/2021	7/31/2022
Two (2) landowner outreach events	Plum Creek Watershed Partnership and Meadows will coordinate one (1) Hays Co. Feral Hog Abatement Workshop. Plum Creek Watershed Partnership will develop one 1-hour subject specific webinar. <i>(assisted by Meadows)</i>	9/01/2021	7/31/2022
Hays County Feral Hog Removal Tracking including a County Level Damage and Control Assessment	Meadows and Plum Creek Watershed Partnership (surveys)	9/01/2021	7/31/2022
Remote-operated feral hog trap sharing cooperative	Central Texas Feral Hog Task Force <i>(assisted by Meadows)</i>	9/01/2021	7/31/2022
Hays County Feral Hog Bounty Program	Meadows <i>(assisted by Hays County)</i>	9/01/2021	7/31/2022
Development of Final Report	Meadows	9/01/2021	7/31/2022

Project Results

Documentation of harvested feral hogs through voluntary reporting and/or aerial hunting programs will be completed by Meadows. This includes a harvest log.

- Remote-operated feral hog trap sharing cooperative – Estimated number of hogs to be taken = 100
- Hays County Feral Hog Bounty Program – Estimated number of hogs taken = 500
- Voluntary Reporting – Estimated number of hogs to be taken = 200

Total feral hogs estimated to be taken through use of grant funds = 800

Project Oversight

Nick Dornak, Director of Watershed Services - Meadows

Nick Dornak is currently the Director of Watershed Services for Meadows, has served as Coordinator of the Plum Creek Watershed Partnership from 2012 through 2018 and is the founder and administrator of the Caldwell County Feral Hog Task Force, now the Central Texas Feral Hog Task Force, established in 2013. Mr. Dornak has written and/or managed over 30 local, state and federal grants since 2012. An MOA or ICA between each partner county (Hays, Caldwell, and Guadalupe County, respectively) and Meadows will secure Mr. Dornak's services for the regional feral hog abatement network development and project management.

The Hays County AgriLife Extension

Will assist in coordinating and facilitating the Feral Hog Abatement Workshop and the Hays County Bounty Program.

The Hays County Grant Office

Assist in the application development and coordination. In addition, administrative functions such as coordinating meetings with stakeholders and assisting in any programmatic reporting as needed.

The Hays County Auditor's Office

Oversee financial terms of the grant. Any payments and reimbursements must be approved by the Hays County Judge and/or Hays County Commissioners.

Project Budget

Category	Amount	Description
Personnel	\$0.00	n/a
Equipment	\$0.00	n/a
Supplies	\$650.00	Updated branding materials, educational materials for workshop, printing and bounty claim supplies.
Contractual	\$0.00	n/a
Other	\$6,850.00	<p>\$5,000 - ICA with Texas State University Meadows Center for Water and Environment to provide professional services toward: project management; website management, www.feralhogtaskforce.com; manage social media campaign; feral hog removal tracking; assist coordination of remote-operated feral hog trap sharing cooperative (utilize existing Caldwell Co. traps); assist in coordinating relaunch of Hays County Bounty Program; development of final report.</p> <p>Meadows will coordinate with the Plum Creek Watershed Partnership who will lead (1) Hays Co. workshop and (1) one-hour webinar and deliver surveys to obtain County Level damage and Control Assessment</p> <p>\$600 - FY2020 annual service contract with Wireless Traps for existing Hays Co. Remote-Operated Trap</p> <p>\$1,250 – 50% of bounties paid on 500 feral hogs removed from Hays County at \$5 per hog. Hays County will cover additional \$1,250.</p>
Total	\$7,500.00	



TEXAS DEPARTMENT OF AGRICULTURE

COUNTY HOG ABATEMENT MATCHING PROGRAM

FINAL IMPACT EVALUATION

Project Title: *Implementation of the Caldwell-Hays County Feral Hog Action Plan*

Grantee: Caldwell County

Project Manager: Nick Dornak, 512-213-7389, ccfhtf@gmail.com

PROJECT SUMMARY

The FY2014 Caldwell-Hays County Feral Hog Action Plan (Action Plan) provides directives for a dynamic approach to achieve significant reductions in damage caused by invasive, feral swine in Caldwell County and Hays County, Texas, through (1) operational and technical assistance to landowners, (2) financial incentives, and (3) professional services for direct control of feral hogs to abate impacts on agricultural resources, personal property, native wildlife, riparian habitat and water quality.

The Action Plan has been coordinated and administered by the Caldwell County Feral Hog Task Force (CCFHTF) to demonstrate a short duration (12-month), high intensity, two-county, landowner “cooperative” approach to feral hog management. Due to rapid growth rates demonstrated by feral swine and behavioral tendencies that tend to make individual control options more costly and less effective over time, a diverse and highly intensive program was intended to significantly reduce the feral hog population growth curve in the project area within one year, making long-term management of feral swine a real and feasible option for Caldwell County and Hays County, TX.

While the population of feral hogs in the project area remains unknown, numerous efforts are underway to quantify current and historic harvest rates and to determine the extent of agricultural property damage to the project area as a result of feral hog activities. It should be noted that over 1,100 hogs were confirmed to be harvested throughout the project area from October through December of 2012 as a result of Hog Out Activities; however, feral hog damage and sightings continued to be reported at a consistent and alarming rate throughout the project area in 2013. Motorist collisions with feral hogs in the project area were continuing to rise, putting travelers at risk. Water quality impacts from feral hog activity continue to be felt throughout the Plum Creek watershed.

Due to the variability of land type, population diversity and control measures available it was determined that a variety of programs should be implemented for the proposed Action Plan to have the desired effect on the overall feral hog population and to demonstrate environmental and property damage reductions. A critical component of the Action Plan is an educated and highly energized stakeholder base in the two-county project area as a result of years of outreach and education. This was clearly demonstrated by the broad support this application received in terms of significant financial contributions from 10 project partners, volunteer hours pledged by an additional 6 project partners and 24 total letters of support and/or financial assistance from businesses, agricultural groups, environmental groups, wildlife management associations, cities, counties and individual landowners.

PROJECT APPROACH / GOALS & OUTCOMES

Professional Trapping Services

Preliminary CHAMP contract harvest goal = 500 feral hogs (\$30/hog)

- **Total harvest: OGM CHAMP contract + OGM (private LOAs) = 326 feral hogs**
- Harvest via OGM CHAMP contract (grand funds only) = 217 feral hogs (\$85.41/hog)
- OGM Reporting (private LOAs) = 109 feral hogs

Ortiz Game Management and Wildlife Development (OGM) conducted intensive feral hog trapping services for participating landowners from December 1, 2013 through March 31, 2013. Two public meetings of the CCFHTF were utilized to inform interested and concerned citizens about the services offered by OGM and to enroll participants. Individuals seeking help privately were also referred to OGM during the contract period. It was anticipated that OGM's efforts would be most beneficial to small acreage and suburban landowners in Hays and Caldwell County where hunting and large-scale landowner trapping are not realistic options; however, most abatement activities performed by OGM throughout the grant term were on rural areas in the Plum Creek and San Marcos River watersheds in Caldwell and Hays County. In total, OGM provided services for 8 primary landowners during the grant term, but efforts were also coordinated with neighboring landowners making the total impact significantly larger. Hunting and trapping operations were conducted on approximately 3,500 acres during the grant term.

Lessons Learned

Landowner exposure to OGM's services and word-of-mouth advertising kept OGM in operation via private LOAs in both counties through August of 2014. While the actual feral hog harvest from professional trapping services did not meet the pre-project anticipated harvest, this component of the Action Plan was very popular among participating landowners and received much media exposure serving to enhance outreach efforts of the CCFHTF. The services provided by feral hog control professionals, like OGM, are broad with benefits including rapid response and the ability to apply controls in a variety of settings from urban to rural. In many cases, cost per hog may be higher than traditional landowner hunting/trapping methods; however, *professionals are not hired to remove "cheap" hogs*, typically responding to the needs of landowners experiencing tremendous damage from feral hogs without the means to effectively address the problem. OGM continues to partner with the CCFHT in a variety of ways including monthly reporting.

County Totals = Caldwell (284) / Hays (42)

Aerial Control Services

Preliminary CHAMP contract harvest goal = 375 feral hogs (\$30/hog)

- **Total Harvest: HTOT CHAMP contract + HTOT (private LOAs) + TWS = 736 feral hogs**
- Harvest via HTOT CHAMP contract (grant funds only) = 138 (\$59.42/hog)
- HTOT Reporting (private LOAs) = 378
- Texas Wildlife Services (2 flights) = 220

Existing landowner agreements (LOAs) with Texas Wildlife Services (TWS) cover approximately 40,000 acres of the Plum Creek Watershed in Caldwell County. Plans to recommit landowners with existing agreements and expand into additional lands led to two TWS aerial control operations in the spring of

2014, which removed 220 feral hogs from the Plum Creek watershed. To enhance the effectiveness of aerial control from TWS, the Action Plan called for aerial operations to be conducted by a local company, Helicopter Tours of Texas (HToT), throughout FY2014. HToT provides rapid response with trained marksmen at a rate of \$750/hour which was covered 100% by CHAMP grant funds for participating landowners. HToT conducted 6 operations under the grant contract, removing 138 feral hogs for an average production rate of 12.5 hogs per hour. Flights conducted by HToT per private LOAs and through their sister nonprofit, Operation Dustoff, removed an additional 378 feral hogs from December 2013 through August 2014. Due to the success of aerial operations, increased landowner adoption of this control method and outreach efforts of the CCFHTF to support Operation Dustoff, aerial control operations were regularly conducted in the project area from December 2013 through August 2014.

Lessons Learned

The Action Plan was initially budgeted to provide funding for up to 15 flight hours from HToT which prior to CHAMP operations, held approximately 6,000 acres of LOAs in Caldwell County. HToT now operates on more than 10,000 acres in Caldwell County and supports Operation Dustoff, a nonprofit that provides opportunities for retired military veterans to put their superior marksmen skills to use in aerial feral hog control operations. Due to the success and funding for Operation Dustoff, the CHAMP contract with HToT was reduced to 11 hours with funds being transferred to support additional professional trapping services in Hays County.

The aerial control harvest production rate for contracted flights using CHAMP grant funds was lower than expected. At times HToT has reported harvest rates exceeding 50 hogs per hour; however, this can be affected by numerous variables, including time of year and other feral hog control activities in the project area. The harvest rate reported by TWS during their flights was also down from flights conducted on the same properties in 2010. It should be noted that TWS did report seeing some of the largest sounders of feral hogs that the pilot had ever witnessed, possibly exceeding 80 individuals.

As is the case with OGM, *professionals are not hired to remove "cheap" hogs*. HToT and its support of Operation Dustoff allow for rapid response in high-demand situations. HToT and Operation Dustoff continue to partner with the CCFHT in a variety of ways including monthly reporting.

County Totals = Caldwell (736) / Hays (0)

Feral Hog Round-Ups, Administration and Marketing

Preliminary CHAMP contract harvest goal = 4,000 feral hogs (\$5.54/hog)

- **Total Harvest: *Bounty + Jackpot + landowner reporting* = 4,060 feral hogs (\$4.66/hog)**
- Bounties paid with CHAMP grant funds = 3,248
- Jackpot competition submissions = 241
- Voluntary landowner reporting = 571

Landowner incentives were anticipated to provide the greatest feral hog yield per dollar spent through implementation of the Action Plan and this was realized in a number of ways. A \$5/hog bounty was implemented throughout the project area for eligible landowners, hunters and trappers who completed a Caldwell-Hays Feral Hog Bounty Participation Form. \$11,650 was guaranteed to this program per the original application with anticipated landowner participation funds, vendor discounts and donations expecting to contribute an additional \$8,350. Marketing and administrative costs for the Action Plan

were included in this program, as well. After a budget revision, final funding for this program totaled \$18,920.

The bounty and jackpot programs were managed by the CCFHTF with all payments supervised by the Caldwell County Auditor. To be eligible to redeem the bounty, participants were required to provide biological evidence in the form of a feral hog tail. Six bounty claim stations throughout the project area staffed trained volunteers or employees to verify and safely dispose of the biological evidence and to collect information from participants on their feral hog harvest including contact information, location, harvest method, etc. Similar information was obtained to support an end-of-year August Jackpot Competition. Paid bounty and jackpot competition programs yielded 3,489 feral hogs over the 12-month grant period. Throughout the year, outreach efforts encouraged landowners to report feral hog data in the form of a survey. Harvest numbers from these surveys along with harvest data from *Log Your Hogs* campaign conducted in April 2014 total 571 feral hogs and are reflected in the above program totals under “voluntary landowner reporting”.

Lessons Learned

The CCFHTF approved 150 individuals to participate in the Caldwell-Hays feral hog bounty program. This number is more than triple the number of participants in the 2012 bounty program. The CCFHTF believes that extensive outreach, word-of-mouth, a \$3/hog increase in payments, and abundant media coverage all served to increase motivation and reflected participation. That being said, it is anticipated per survey findings, public meeting discussions and in-person conversations that there remains a significant amount of land in the project area not being managed for feral hogs as well as a significant number of individual that are not reporting their harvest numbers due to lack of awareness or lack of motivation. This is particularly apparent in Hays County, where much effort was put into outreach and marketing in the form of workshops, newspaper ads, articles, radio interviews, direct mail, email and even a “Hog Hunters Appreciation Brunch and Raffle” held in Kyle, TX. More study will be required to understand the significant differences in participation rates in Caldwell and Hays County.

County Totals = Caldwell (3,418) / Hays (642)

Landowner Cooperative Trapping Program

Preliminary CHAMP contract harvest goal = 960 feral hogs (\$23/hog)

- **Total Harvest not included here as it is dispersed among previously identified bounty and voluntary reporting totals for the above “Feral Hog Round-Ups” program. Feral hogs trapped using Cooperative Trapping Program equipment became the property of the landowner and were therefore eligible for the \$5/hog bounty program. An estimate of total feral hogs harvested specifically through this program based on landowner reporting is included below.**

In an effort to increase the current feral hog harvest rate among landowners in the project area, a Landowner Cooperative Trapping Program was expanded. To increase this critical harvest rate, it was determined that greater participation along with either more traps or more effective methods would need to be employed by local hunters, trappers and landowners. This program was designed to enhance all of the above.

Caldwell County purchased its first “Smart Trap” system for this program with funds awarded through the TDA Hog Out County Grant in 2013. The Action Plan called for at least two additional systems to complete the program. The trapping mechanism is designed to be operated from a computer or smartphone with real-time images from the trapping location alerting the user when hogs are in the

trap. Participants had the ability to trigger the gate at their convenience and when a large number of hogs entered the trap. This reduces the number of "trained" or "trap-shy" feral hogs, with the ultimate goal to catch an entire sounder. Landowners wishing to use one of the available systems were required to fill out a Caldwell-Hays Feral Hog Survey and indicate that they have documented feral hog activity and a desire and ability to use the system. The CCFHTF managed the flow of trapping systems along with volunteers from a local business that pledged their support to help move traps throughout the project area when needed. Trapping systems were made available to participating landowners on a month-to-month basis. Smart traps were utilized by 12 landowners and/or property managers on 12 separate properties over the course of the CHAMP grant project period with an estimated total harvest determined to be 252 feral hogs with 187 trapped in Caldwell County and 65 in Hays County.

Lessons learned

Smart Traps

Many of the hogs captured in Smart Traps were submitted via the bounty program so numbers from the *Landowner Cooperative Trapping Program* are not included in the overall project total to prevent the possibility of over reporting. Further, determining cost per hog through this program is a difficult task. The initial expectation of 960 feral hogs at \$23/hog did not consider depreciation and residual capital value on equipment purchases. Assuming 75% residual value in grant-purchased equipment, cost per feral hog harvested in Smart Traps over the project period could be estimated at \$18.18/hog.

While the large majority of participating landowners enjoyed the Smart Trap systems and associated technology, the original projected harvest of 960 feral hogs through the *Landowner Cooperative Trapping Program* far exceeded actual harvest numbers. To address this, several new trapping strategies were incorporated throughout the project period based on landowner/CCFHTF/professional collaboration.

1. In some cases, as soon as landowners set up a trap, hogs “disappeared” from their property for an extended period with nothing being viewed on the system’s camera for more than a month. Other times, trap-shy hogs would avoid entering the trap or move in and out so quick that participants were not able to engage the door. To increase the effectiveness of the traps, the CCFHTF modified a first-come-first-served approach to issuing traps to a first-come-first-served IF you can verify current feral hog activity by CCFHTF-issued game cameras or other evidence collected by the participant.
2. It was decided that when single, large boars entered the trap, participants should engage the door and remove the boar as these individuals may tend to keep smaller boars, sows and younger pigs from entering a food plot.

When landowners were “lucky”, however, large numbers of feral hogs entered the trap on the first night. Over 50 hogs were removed from one 350 acre property in 30 days using a 30’ corral smart trap. The largest one-time catch was a 29-hog sounder in northern Caldwell County. At \$200 per year in anticipated negative economic impact per hog, that was a \$5,800 night. The Smart Traps have proven to be low-maintenance, durable and relatively easy to move. Two traps continue to be operated in Caldwell County and one trap will operate in Hays County.

40’ Drop Net

In addition to the state-of-the-art trapping systems, the Action Plan called for the purchase of a 40' magnetic drop net, which was made available to participating hunters, trappers and landowners through a similar cooperative process managed by the CCFHTF. This program was tested in the field by a landowner with assistance from OGM but there was very little interest in this tool from local landowners

due to a lack of familiarity of the equipment and labor intensity of the setup process. This program was discontinued and the CCFHTF has decided to sell the drop net and apply proceeds toward future feral hog management efforts.

Participant donations

To encourage participation in CHAMP programs and encourage the utilization of new and different feral hog management strategies, the CCFHTF did not require deposits or fees from local hunters, trappers and landowners with interest in available programs. Rather, participants benefitting from aerial control, professional trapping services, or other *Landowner Cooperative* programs were asked to donate what they could to offset CCFHTF costs and provide funds for future programs. The majority of participants initially stated that they would be happy to donate to the effort; however, only a handful actually contributed. A total of \$1,000 in landowner contributions from 5 separate landowners were received by the Task Force over the project period.

PROJECT RESULTS

While overall project harvest numbers fell just below preliminary harvest goals (see Figure 1), the 1-year Caldwell County harvest rate may be unprecedented in terms of large-scale feral hog management (see Figure 2). Based on the highest average feral hog population density study utilized by the Texas A&M AgriLife Extension Service for their 2012 publication, *Feral Hog Population: Growth, Density and Harvest in Texas*, (16.4 hogs/mile²) and considering a 70% reporting rate established by project surveys, public meeting discussions and personal interviews, it is believed that the 1-year harvest rate for the entire Caldwell County feral hog population may have reached 70% over the project period.

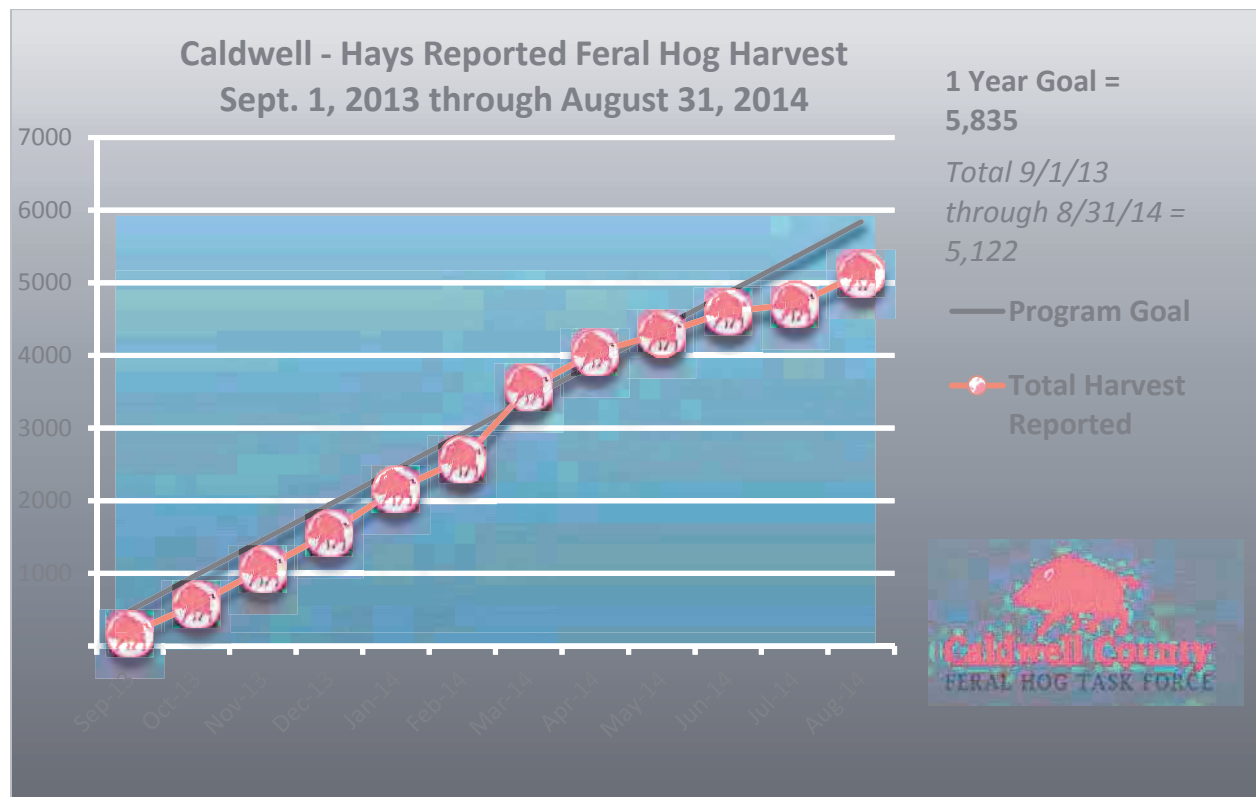


Figure 1. Caldwell-Hays Reported Feral Hog Harvest 9/1/2013 through 8/31/2014

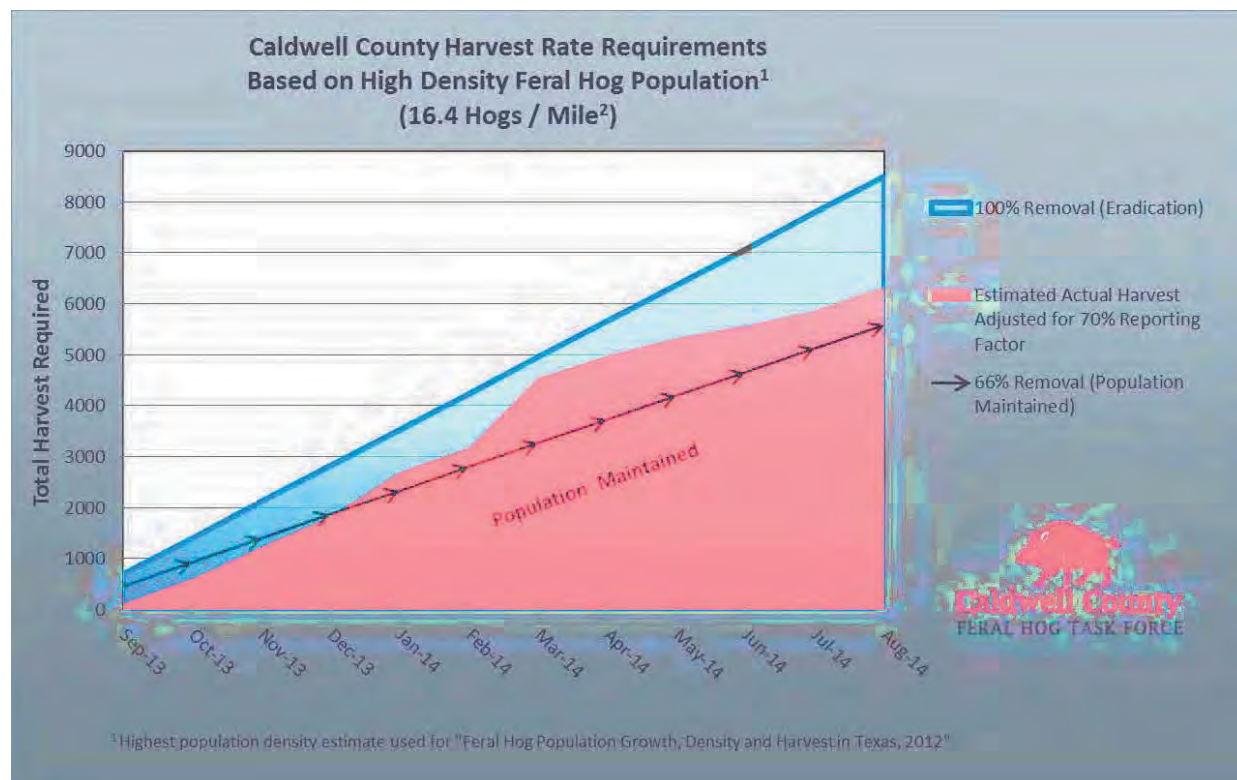


Figure 2. Caldwell County Estimated 1-year Feral Hog Harvest for Population Maintenance/Reduction

ADDITIONAL INFORMATION

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Caldwell/Hays County

Feral Hog Damage and Control Survey

Please complete the following on the economic impact of feral hogs and control efforts you have utilized **in Caldwell and/or Hays County ONLY**. This survey will assist us in planning future programs to support feral hog control efforts.

1. Please mark all of the areas in which feral hogs had negative impacts on your property **from September 1, 2012 through August 31, 2013**.

- | | |
|--|---|
| <input type="checkbox"/> Growing or planting commodity crop losses | <input type="checkbox"/> Fences, water troughs or other improvements |
| <input type="checkbox"/> Growing or planting specialty crop losses | <input type="checkbox"/> Equipment or vehicles |
| <input type="checkbox"/> Stored commodities | <input type="checkbox"/> Personal injuries |
| <input type="checkbox"/> Pastures | <input type="checkbox"/> Loss of land value |
| <input type="checkbox"/> Wetlands | <input type="checkbox"/> Loss of lease value, food plot/feeder damage |
| <input type="checkbox"/> Growing or planting commodity crop losses | <input type="checkbox"/> Owner and employee time |
| <input type="checkbox"/> Livestock (injury, deaths, diseases) | |

2. Please mark all of the control methods you use on your property(s).

- | | | |
|---|---|--|
| <input type="checkbox"/> Trapped and destroyed | <input type="checkbox"/> Trapped & sold | <input type="checkbox"/> Lease hunting |
| <input type="checkbox"/> Trapped and moved from premise | <input type="checkbox"/> Owner/employee hunting | <input type="checkbox"/> Use of dogs |
| <input type="checkbox"/> Other (snare, aerial gunning) | | |

3. Please estimate your total economic losses due to feral hogs during the **previous year (9/1/2012 through 8/31/2013)** on all of your property(s). This includes all items marked above in Question 1. \$.00
4. What do you expect your losses due to feral hogs to be during the **upcoming year (9/1/2013 through 8/31/2013)**? \$.00
5. How much income did you make by trapping and selling hogs and/or leasing hog hunting rights last year? \$.00
6. Do you feel that you will increase your effectiveness in feral hog control efforts in the coming year **(9/1/2013 through 8/31/2014)** as a result of assistance provided through this program? ☐ Yes ☐ No
7. Have you ever attended a feral hog workshop or received individual assistance from Texas A&M AgriLife Extension? ☐ Yes ☐ No

8. If you checked yes for Questions 6 and/or 7, rate your knowledge before and after you were provided assistance through this program on the following:

TOPICS	BEFORE	AFTER
a. Feral hog biology	<input type="checkbox"/> High <input type="checkbox"/> Moderate <input type="checkbox"/> Low	<input type="checkbox"/> High <input type="checkbox"/> Moderate <input type="checkbox"/> Low
b. Legal control options	<input type="checkbox"/> High <input type="checkbox"/> Moderate <input type="checkbox"/> Low	<input type="checkbox"/> High <input type="checkbox"/> Moderate <input type="checkbox"/> Low
c. Efficient trap/bait techniques	<input type="checkbox"/> High <input type="checkbox"/> Moderate <input type="checkbox"/> Low	<input type="checkbox"/> High <input type="checkbox"/> Moderate <input type="checkbox"/> Low
d. Types/extent of hog damage	<input type="checkbox"/> High <input type="checkbox"/> Moderate <input type="checkbox"/> Low	<input type="checkbox"/> High <input type="checkbox"/> Moderate <input type="checkbox"/> Low

9. Did you participate in the 2012 Hog Out Bounty Program in Caldwell or Hays County? ☐ Yes ☐ No
10. Estimate total number of hogs harvested on your property(s) from January 1 through December 31 of the following years:

2011 _____ 2012 _____ 2013 _____

Caldwell/Hays County Feral Hog Bounty Program

September 2013 through August 2014

Bounty Participation Form

Program Description: Certified bounty claim stations will issue a \$5.00 bounty to participants per each verified feral hog harvested in **Caldwell County or Hays County between 9/1/2013 and 8/31/2014** (subject to fund availability). Biological evidence (feral hog tail) of harvest must be provided by participants. A receipt from a Texas Certified Holding Facility will also serve as proof of harvest. To be eligible to receive the \$5 per feral hog bounty, **participants must complete and sign the form below.**

Please complete the following table to the best of your ability.

Participant Information	<u>Name</u>		<u>Email</u>
	<u>Phone</u>		<u>Mailing Address (to receive first payment)</u>
Primary Property	Landowner Name		
	Landowner Phone #		
	Landowner Email		
	Landowner Mailing Address		
	Physical Address of Property		
	Property ID(s)		
Additional Properties	<u>Additional Landowners</u>	<u>Best Contact</u>	<u>Location</u>
	1.	1.	1.
	2.	2.	2.
	3.	3.	3.
<p>Until verification of the above information can be obtained by the Caldwell County Feral Hog Task Force (typically 1 month), you will be issued bounty payment vouchers by a certified Caldwell/Hays County bounty claim station. Once verification is obtained, a check will be mailed to you at a rate of \$5 per feral hog harvested. Every effort will be made to ensure that subsequent bounty payments to approved participants will be made in cash by a certified Caldwell/Hays County bounty claim station. All payments subject to availability of funds. The bounty program will end August 31, 2014.</p>			

I realize money was raised by the citizens of Caldwell and Hays County for feral hog control in these counties and swear that the feral hogs for which I obtain a bounty came from one of these two Counties.

Signed _____

Date _____

Funding for this project made possible by the Caldwell County Feral Hog Task Force, a grant from the Texas Department of Agriculture and donations made by Hays and Caldwell County citizens, businesses and civic organizations.

Please write your full MapID ONLY on the map in the location that the feral hog(s) was harvested. Highlighted area represents the Plum Creek Watershed.



Please write your full MapID ONLY on the map in the location that the feral hog(s) was harvested. Highlighted area represents the Plum Creek Watershed.





Wild Pig Jackpot

**Last Chance to turn your tails into
CASH!!!**

Final 2013-14 Caldwell/Hays Hog Tail Turn-In

**Saturday, August 30 from 8am to 11am
Caldwell County Junior Livestock Show Barn
(1403 Blackjack Street, Lockhart)**

Approximately \$1,000 in cash awarded to the **TOP 2 Teams!!!** (65/35)

Top Overall Individual receives Aerial Ops Training
Donated by Helicopter Tours of Texas

Note to Participants – The Caldwell County Feral Hog Task Force thanks you for the outstanding effort put forth to help us reduce the severe damage caused by feral swine in Hays and Caldwell County. In June, the Task Force voted to suspend the bounty as all budgeted funds for this program (over \$12,000) had been expended. As we near the end of our grant cycle, we have some remaining funds that need to be spent by August 30. We could think of no better way to do this, than to reward the folks that have supported this program for the past year with the chance to win a nice pot of cash!!! **If you turned in hog tails after May 1 and did not receive payment, they will be counted toward your entry in the Jackpot along with any others turned in on August 30.**

Want to see the feral hog bounty program to continue in 2014/15?

Turn in your tails on August 30th!!!

See reverse side for additional details, rules and information for making alternative arrangements...

To ensure continued funding for our bounty program, it is critically important to show significant results from our first year in action. This event is an effort to document the final 2013/14 feral hog harvest for Caldwell and Hays County. The future of this program and the success of the Caldwell County Feral Hog Task Force are in your hands!!!

GUIDELINES and RULES:

1. Jackpot team competition
 - a. Teams, team name and team captain may be formed and selected any time prior to tail turn-in (including the morning of)
 - b. Teams may consist of 1 to 5 individuals
 2. Team captain
 - a. Captain will turn in all tails for team on 8/30
 - b. Captain must be present on 8/30 and have previously completed a *Hays/Caldwell Bounty Participation Form*
 - c. Captain will provide list of team members and associated harvest numbers
 - d. Team Captain is responsible for ensuring that all entries submitted on 8/30 meet the requirements for eligibility (see #3 below); however,
 - i. Team members (non-captain) ARE NOT required to be in attendance*
 - ii. Team members (non-captain) ARE NOT required to complete a *Hays/Caldwell Bounty Participation Form*
 3. Eligible entries
 - a. Feral hog tails must be submitted in a sealed, zip-lock type bag (preferably frozen)
 - b. Receipts from hog buying station are acceptable in lieu of tails
 - c. Entries MUST BE from feral hogs harvested in Hays and/or Caldwell County between 9/1/2013 and 8/30/2014
- NOTE: All tails (or receipts from hog buying stations) submitted to a bounty claim station on or after May 1, 2014 WILL BE counted toward the individual and/or team total for purposes of the jackpot. To find out how many entries have been logged under you name, call or email the Task Force.**
4. Team Competition Winners
 - a. Team with most eligible entries on 8/30 will win 65% of available cash (approx. \$650)
 - b. Team with 2nd most eligible entries on 8/30 will win 35% of available cash (approx. \$350)
 5. *Top Individual
 - a. Individual in attendance with the most eligible entries on 8/30 will win Aerial Ops Training from Helicopter Tours of Texas.

For questions about the Jackpot, to make alternative arrangements, and/or to find out how many entries you may already have, please contact the Caldwell County Feral Hog Task Force at: ccfhtf@gmail.com or 512.213.7389. Thank you.

Texas A&M AgriLife Extension Service
Caldwell County
1403 Blackjack St., Ste. B
Lockhart, TX 78644
(512) 398-3122
(512) 398-3867 FAX



Feral Hog Management Workshop

February 4th, 2014

Luling Foundation; 523 S. Mulberry St. - Luling, Texas

Pre-registration: Required

Cost: \$15 pregrestration (\$20 at the door)

5 Hours TDA CEU's for Commercial, Non-Commercial & Private Applicators

(2 hours General, 2 hours IPM, 1 hour Laws and Regulations.)

- | | |
|------------|---|
| 8:00 a.m. | Registration |
| 8:30 a.m. | Welcome; Basic Biology of Feral Swine and Feral Hog Damage in Watersheds
– Jared Timmons, Wildlife Extension Associate |
| 9:00 a.m. | Plum Creek Watershed – Nick Dornak, Plum Creek Watershed Coordinator |
| 9:30 a.m. | Population Dynamics of Feral Hogs – Meredith Longoria, TPWD Biologist |
| 10:15 a.m. | Laws and Regulations for Hunting Feral Hogs – Joann Garza-Mayberry TPWD
Game Warden |
| 10:45 a.m. | Agricultural Regulations Regarding Feral Hogs – Beau Whisenant, Texas
Department of Agriculture |
| 11:15 a.m. | Feral Hog Safety and Disease Concerns/Feral Hog Transportation Regulations –
Tommy Barton, DVM, Texas Animal Health Commission |
| 12:00 p.m. | Catered Lunch |
| 1:00 p.m. | Feral Hog Control – John Calentine, USDA Wildlife Services |
| 2:00 p.m. | Feral Hog Trap Demonstration – Jared Timmons, Wildlife Extension Associate |
| 3:00 p.m. | Evaluation |
| 3:15 p.m. | Adjourn |

Please **PRE-REGISTER** by 5:00 PM **January 31st** with the Caldwell County Extension Office at 1403 Blackjack St., Ste. B in Lockhart, (512) 398-3122 or at caldwell@ag.tamu.edu to ensure an accurate count for the meal and handouts. Individuals with disabilities are encouraged to contact the Extension office two days prior to the event so accommodations can be made. This event is provided through a Clean Water Act Section 319(h) nonpoint source grant from the Texas State Soil and Water Conservation Board and the U.S. Environmental Protection Agency.



Hays County Feral Hog Workshop

April 28, 2014

Hays County Extension Office

1253 Civic Center Loop

San Marcos, TX 78666

6-8pm

Topics to be Covered

- Basic Ecology and Biology of Feral Hogs
- Feral Hogs and the Brazos River Watersheds
- Regulations for Transporting Feral Hogs and Disease Concerns
- Control Techniques
- Feral Hog Traps
- Feral Hog Population Dynamics
- Feral Hog Hunting Regulations
- Feral Hog Resources

Speaker:

Dan Gaskins
Extension Assistant
Texas A&M Agrilife Extension

This event is provided through a Clean Water Act Section 319(h) nonpoint source grant from the Texas State Soil and Water Conservation Board and the U.S. Environmental Protection Agency.

Cost: Free

2 General CEUs Offered

*To pre-register, contact the
Hays County Extension Office
at*

(512) 393-2120

Please pre-register by April 23.

Brought to you by:



If you need special accommodations, please contact the Extension Office no later than seven days before the program so we can consider your request. Educational programs of the Texas A&M AgriLife Extension Service are open to all people without regard to race, color, sex, disability, religion, age, or national origin. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas Cooperating.

Hays County and Caldwell County

**Saturday
April 5th
9am to 11am**

Hog Hunters Appreciation Brunch

**Hays County Pct. 2
5458 FM 2770
Kyle, Texas 78640**

*Raffle tickets
\$5 each*

Door Prizes!

Call 512.213.7389 to RSVP

FREE and OPEN
to the PUBLIC!

Prizes awarded to the top participants in each county!



TURN IN THOSE TAILS!!!!!!!

**Prizes based on Hays/Caldwell Feral Hog
bounty totals claimed as of March 31**





COMMISSIONER SID MILLER

TEXAS DEPARTMENT OF AGRICULTURE

Trade and Business Development Grants Office Performance and Budget Report

[FOR TDA USE ONLY]

Date Received: _____

Date Approved: _____

GTDB-302

QUARTERLY PERFORMANCE AND BUDGET REPORT

Directions. This form was developed to be completed electronically. Click the grey text boxes to type responses. Sections A – E of the performance narrative must be completed for the performance report to be approved by TDA.

If work toward the project has not been completed during the period of this report, a brief justification must be provided in Section B. *Repeated lack of progress may result in project termination.*

PROJECT INFORMATION

Project Title	TDA PROJECT NO.
Caldwell County CHOMP Grant	CHOMP-15-04

REPORT PERIOD

Date report covered <u>12/1/15 – 4/30/16</u>	Submission Date of Report: 6/1/16
--	--

QUARTERLY BUDGET REPORT

Funding Expended to Date:	\$24,999.41	Reimbursement requested to date:	\$ 24,999.41
---------------------------	--------------------	----------------------------------	---------------------

Note: If no funds have been expended please provide a brief justification in Section F.

PROJECT MANAGER

Title	First Name	Last Name
<input checked="" type="checkbox"/> Mr. <input type="checkbox"/> Dr. <input type="checkbox"/> Ms. <input type="checkbox"/> Other	Nick	Dornak

PERFORMANCE NARRATIVE

Section A - Project Summary.

In 200 words or less, please give a brief summary of the project.

Caldwell County CHOMP-15-04 Grant funds the continued implementation of the Caldwell County Feral Hog Action Plan as amended and managed by the Caldwell County Feral Hog Task Force (CCFHTF), a volunteer-led Task Force designated by the Caldwell County Commissioner's Court through Resolution 16-2013, passed and adopted on May 28, 2013. Project components funded by CHOMP-15-04 include landowner cooperative cost-share and/or lease programs for the purchase of new feral hog traps and equipment, cellular game cameras and professional aerial control time. Funds also support a countywide feral hog bounty program.

Section B – Activities Performed.

Briefly describe the work accomplished during the reporting period. What specific tasks from the approved project proposal were accomplished? Utilizing the actual objectives, activities, or goals in your proposal, detail all activities, accomplishments, or work conducted for each objective during this reporting period. Include the successes, challenges, and/or any limitations you faced while implementing your project.

Management of the Caldwell Co. Feral Hog Action Plan, Year 2/3

- Continuation of CCFHTF website (ave. 1,300 views per month), Facebook page (93 likes to date, and Twitter
- Cellular trail camera cost-share program implemented during reporting period providing wireless capable cameras for 16 participants
- 2 feral hog bounty claims during reporting period with a total of 39 participants
- 12 aerial operations performed in Caldwell County on 12 separate properties during the reporting period removing 330 feral swine. Average cost / hog = \$18.18
- The 32-month documented feral hog harvest for Caldwell County stands at 9,626 as of Apr. 30, 2016 with an estimated actual harvest of 13,794 (based on 30% non-reporting factor)
- Total reported Caldwell Co. feral hog harvest for CHOMP = 3,623
- Total annual economic relief to Caldwell County landowners from harvested feral hogs reported for CHOMP programs = \$1,086,900 (based on \$300/year/hog)
- Total lifetime economic relief to landowners and citizens from ALL feral hogs harvested in Caldwell County through 32 months of Caldwell Co. Feral Hog Action Plan Implementation > \$16,552,800 (13,794*\$300*4)¹

¹total estimated 32-month harvest * annual economic damage * estimated lifespan

Trapping supplies – participant cost-share program (\$3,000)**COMPLETE**

The CCFHTF purchased \$3,000 in supplies for 20 new corral traps installed throughout the County.

Cellular trail cameras (Prior - \$3,500 / Per this request - \$2,500)**COMPLETE**

The CCFHTF purchased 16 wireless adapters for use with a variety of Moultrie game cameras. These supplies are directed to the more serious feral hog trappers in the county and landowners that reside in adjacent counties. Cellular trail cameras allow standard corral and cage traps to remain engaged and monitored daily without the need to physically drive to the location. These cameras will save users' fuel cost and allow traps to be baited and run continuously without having to consider in-person daily monitoring.

Through a partnership with Smith Supply, the wireless adapters are purchased at wholesale cost which allowed for the expansion of this program from 10 to 16 devices while also reducing the budgeted amount. Additionally, the adapters are mobile and can be installed on a variety of Moultrie trail camera models enabling participants to select one or more combinations to best suit their needs.

- Program run through partnership with Smith Supply locations in Lockhart and Luling. Vendor delays led to an extension request for this grant program. Eligible participants receive a free wireless adapter (retail value \$200) with the purchase of a wireless-capable Moultrie trail camera from Smith Supply. Participants are responsible for cellular/data plans.

Countywide Bounty Program (Prior - \$12,500 / Per this request - \$13,500)

COMPLETE

- Two bounty claims managed by CCFHTF volunteers and paid by the County Auditor
- Offered 50# bags of corn as bonus to \$5/hog bounty
- Total bounty participants = 39
- Total pounds of corn distributed to participants = 4,100
- Total bounty claims submitted = 761 feral hogs

NOTE: An adjusted increase of \$1,000 to the "Other" budget category was required to cover bounty cost. This led to a \$1,000 reduction in the "Supplies" budget category.

Professional aerial gunning services - landowner cost-share program (\$6,000)

COMPLETE

The CCFHTF provided \$500 per participant to 12 landowners seeking professional aerial eradication services from an approved aerial gunning service provider. The funds offset costs for local landowners and provided incentives for new participants who have not before utilized this proven method for feral hog abatement.

- 330 feral hogs harvested at an average cost / hog = \$18.18
- 9 hours of flight time for an average of 36.7 hogs / hour

Section C - Project Schedule.

Is your project on schedule as originally proposed? What delays have you faced, if any? Include any actions or steps taken to address the delays if applicable.

- Product availability and difficulties in determining the most responsible and proper delivery of cellular trail camera program delayed the anticipated start date for this program.

- Damage to dedicated helicopter for aerial gunning operations delayed start date for this program.
- The above unanticipated delays required a 2-month grant extension which was approved. Grant period ended on April 30, 2016.

Section D – Changes.

Document any changes from the original proposal, including but not limited to changes related to scope of work, activities, timelines, key personnel, and any other changes that directly impact the progress and completion of the funded project.

- \$1,000 from “Supplies” to “Other” to cover bounty program expenses.

Section E – Next Steps.

Briefly describe the planned activities for the next reporting period.

- All programs completed

Section F – Other Information.

Please provide any additional information related to your project that may not have been included above.

- n/a



TEXAS DEPARTMENT OF AGRICULTURE COUNTY HOG OUT MANAGEMENT PROGRAM

COMMISSIONER SID MILLER

FINAL PERFORMANCE REPORT

GRANTEE	
County Name Caldwell	Grant Number CHOMP-16-09

PROJECT MANAGER CONTACT INFORMATION				
First Name Nick	Last Name Dornak	<input checked="" type="checkbox"/> Mr.	<input type="checkbox"/> Dr.	
<input type="checkbox"/> Ms.		<input type="checkbox"/> Other ____		
Contact E-mail Address ccfhtf@gmail.com	Contact phone number (512) 213 - 7389			
Mailing Address 405 E. Market Street	City Lockhart	State TX	Zip 78644	County Caldwell

PROJECT INFORMATION	
<p>In 200 words or less, please give a summary of the how grant funds were used for feral hog abatement in the county. Be sure to include information about the methods used and number taken by each method. Also, provide a detailed description of the county-approved educational programs conducted and types of abatement technologies discussed.</p> <p>CHOMP funds were used to extend Caldwell County Feral Hog Task Force (CCFHTF) activities for FY2017. These included project management and the employment of a part-time CCFHTF Administrator; continuation of a landowner cost-share program for aerial gunning; CCFHTF program costs, marketing and outreach; and a countywide bounty program. A bounty program was very popular again with 2,158 feral hogs certified. Three aerial gunning operation took 179 feral hogs. A tri-county workshop (funded by AgriLife) was held in Luling, TX (Caldwell Co.) on February 2017 with more than 120 in attendance.</p>	
Total number of feral hogs taken in the county during August 1, 2016 to December 31, 2017, as certified by the county with grant funds.	2,337 hogs
Total number of participants at all county-sponsored educational programs about feral hog abatement technologies using grant funds during August 1, 2016 to December 31, 2017.	0 people

ADDITIONAL INFORMATION
<p>Please provide any additional information or other quantifiable data you feel may be relevant to the Feral Hog Abatement Program. Offer insights into the lessons learned by the project staff as a result of completing this project. This section is meant to illustrate the positive and negative results and conclusions for the project.</p> <p>CCHFTF programs have yielded the removal of over 13,000 feral hogs from Caldwell County since September 2013. A rapid adoption of controls and utilization of funding led to huge numbers of hogs being removed in 2014 and 2015. Resources and personnel have been stretched in 2016 and 2017 leading to a leveling off of activity. The uncertainty of future funds and scheduling issues led to the indefinite postponement of a CCFHTF Membership meeting in 2017. We were unable to utilize \$2,781 in grant funds for hunting trapping supplies as program opportunities declined near the end of 2017. New energy from a new Leadership Committee along with increased feral hog activity in the County should result in a large number of feral hogs removed from Caldwell County in 2018.</p>



Date: September 30, 2018

To: Texas A&M AgriLife Extension Service
Attn: Michael Bodenchuk, State Director

RE: Fiscal Year 2018 – County Feral Hog Abatement Grants Awarded to Hays, Caldwell and Guadalupe Counties

Final Report: 2018 Central Texas Feral Hog Action and Sustainability Plan

The Meadows Center for Water and the Environment at Texas State University has partnered with Texas A&M AgriLife Extension, local stakeholder groups and the counties of Hays, Caldwell and Guadalupe to establish the Central Texas Feral Hog Task Force.

Funding

Fiscal Year 2018 funding for this effort was secured through participating County Commissioner's Courts and separate grant contracts awarded to the three participating counties:

- Hays County ILA = \$7,850
- Caldwell County ILA = \$12,000
- Guadalupe County ILA = \$15,000
- Local matching funds = \$2,597.50
- **TOTAL FUNDS = \$37,447.50**

Bounty Program

Due to the limited timeframe for fund expenditure, primary abatement efforts took place over just a two-month period, July and August 2018. Total documented feral hog abatement through county-implemented bounty programs over this period included the removal of **1,039 feral swine** in the three-county region.

Trapping Kits

Capital investment for ongoing and future feral hog abatement was also a top priority to establish program sustainability. Investment in direct landowner assistance through the development of an incentive-based program to distribute trapping kits to engaged landowners will enhance feral hog management on numerous properties throughout the three-county region. As a result of this program,



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twenty-seven new feral hog corral traps will be activated in the region with an anticipated annual abatement capacity of **1,350 feral swine**. The following trapping supplies were purchased and distributed through the Central Texas Feral Hog Task Force:

Landowner Trapping Kits Distributed through the Central Texas Feral Hog Task Force – FY2018

- Hays County = 2 kits (t-posts, panels, 40" door) valued at \$609 each
- Caldwell County = 9 kits (t-posts, panels and 40" door) valued at \$528 each
- Guadalupe County = 16 kits (16 gift cards for selected trapping supplies) valued at \$500 each

Additional Program Investments

Additional capital investment/ongoing program funding included FY2018 Wireless Traps service fees incurred by Caldwell and Hays County. Three *Wireless Traps* currently in use through a local landowner cooperative support previously initiated efforts by the Caldwell County Feral Hog Task Force and Hays County.

To bring new efficiencies and accuracies to abatement documentation efforts, the Meadows Center directs program funds to a 10.5 inch iPad Pro with WiFi and Cellular to be piloted for future bounty efforts in Caldwell County.

Surveys

To help quantify feral hog damage in the three-county Central Texas region, **a voluntary landowner survey was completed by 29 participants (Appendix A – Landowner Survey)**. An aerial survey was also completed to assess feral hog impacts on local streams. **The aerial survey was conducted via helicopter on August 20, 2018**, by Meadows Center and AgriLife staff and included Geronimo Creek (full reach) and a segment of the Guadalupe River in Guadalupe County as well as segments of Plum Creek and the San Marcos River in southern Caldwell County. Due to heavy canopy and limited visibility, the aerial survey was scratched for additional stream segments in Caldwell County and Hays County. Five feral hogs were spotted on the Guadalupe River, two miles downstream from the confluence with Geronimo Creek. Individual feral hogs were also spotted on Geronimo Creek and the San Marcos River upstream of the confluence with Plum Creek. While approximately ten traps and feeders were identified in the survey segments, the total number of hogs spotted from the air was <10 individuals over two hours of flight time, which should be considered a drastic under representation of the actual feral hog population active along these stream segments. Further aerial analysis and landowner surveys during FY2019 (minimal canopy for aerial observations in Jan. and Feb.) should be completed to better quantify feral hog impacts to local streams.



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Texas A&M AgriLife Extension conducted interviews and footage during aerial survey efforts the new video is now available on YouTube and will be added to the Central Texas Feral Hog Task Force website. Access the video at: <https://www.youtube.com/watch?v=0BY7OHrmDts&feature=youtu.be>.

Outreach and Education

The Meadows Center worked with state and local AgriLife staff, watershed protection groups and other stakeholders to advertise and conduct two landowner workshops (see **Appendix B – Press Releases, Workshop Agendas and Sign-in Sheets**). A total of 47 attendees (non-presenters) received three hours of education on feral hog history, biology and management for a total of **141 direct contact hours**.

Finally, to bring all Central Texas Feral Hog Task Force program information together under one roof, the Meadows Center has established a website, new email inbox and Facebook event pages for the program. Participant contact information collected throughout program implementation will also be used as part of a dynamic database for enhanced future communication. The project website can be accessed at: <http://www.feralhogtaskforce.com/>. Website components include the following:

- Downloadable Feral Hog Damage and Control Survey for Landowners
- Individual project pages for each partnering county
- Calendar of Events
- Links, photos, resources and videos
- Contact Us form

Sustainability

Each Central Texas Feral Hog Task Force partner county will continue abatement efforts in FY2019 with a goal of 6,000 feral swine to be removed throughout the region over this period. Investments in equipment, technology and communication networks will enable continued monitoring and increased landowner participation.



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Appendix A – Landowner Survey

Central Texas Feral Hog Task Force

Feral Hog Damage and Control Survey



**Central Texas
FERAL HOG TASK FORCE**
www.kennedystatespark.com

Please complete the following for property owned or managed. Information provided will be used exclusively for data collection and analysis. Personal information will not be distributed by the Central Texas Feral Hog Task Force without your express consent.

Name		
Preferred contact info (phone/email)		
Physical address of primary property owned/managed	City / State / Zip	
County	Total acres of all properties owned/managed in specified County	

1. Please mark all of the areas in which feral hogs had negative impacts on your property.

<input type="checkbox"/> Growing or planting commodity crop losses	<input type="checkbox"/> Fences, water troughs or other improvements
<input type="checkbox"/> Growing or planting specialty crop losses	<input type="checkbox"/> Equipment or vehicles
<input type="checkbox"/> Stored commodities	<input type="checkbox"/> Personal injuries
<input type="checkbox"/> Pastures / Wetlands	<input type="checkbox"/> Loss of land value
<input type="checkbox"/> Livestock (injury, deaths, diseases)	<input type="checkbox"/> Loss of lease value, food plot/feeder damage
<input type="checkbox"/> Growing or planting commodity crop losses	<input type="checkbox"/> Owner and employee time

2. Please mark all of the control methods you use on your property(s).

<input type="checkbox"/> Trapped and destroyed	<input type="checkbox"/> Trapped & sold	<input type="checkbox"/> Lease hunting
<input type="checkbox"/> Trapped and moved from premise	<input type="checkbox"/> Owner/employee hunting	<input type="checkbox"/> Use of dogs
<input type="checkbox"/> Aerial gunning	<input type="checkbox"/> Snares	<input type="checkbox"/> Other _____

3. Income from trapping and selling hogs and/or leasing hog hunting rights in the last 12 months? \$.00

4. Please complete the following table for years 2011 through 2014 (best estimate):

	2015	2016	2017	2018
Total hogs harvested in for property listed				
Estimated number of hogs on property				
Feral hog management EFFORT on a rating scale of 1 to 10				
Total damages from feral hog activity	\$	\$	\$	\$

Program sign-up on back of form.



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Appendix B – Press Releases, Workshop Agendas and Sign-in Sheets



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Date: August 30, 2019

To: Texas A&M AgriLife Extension Service
Attn: Michael Bodenchuk, State Director

RE: Fiscal Year 2019 – County Feral Hog Abatement Grants Awarded to Hays and Caldwell Counties

Final Report: 2019 Central Texas Feral Hog Action and Sustainability Plan

The Meadows Center for Water and the Environment at Texas State University has partnered with Texas A&M AgriLife Extension, local stakeholder groups and the counties of Hays, Caldwell and Guadalupe (no grant funds for FY2019) to continue development of the Central Texas Feral Hog Task Force.

Funding

Fiscal Year 2019 funding for this effort was secured through participating County Commissioner's Courts and separate grant contracts awarded to the three participating counties:

- Hays County ILA w/ AgriLife = \$13,100
- Caldwell County ILA w/ AgriLife = \$20,000
 - Caldwell Co. matching funds = \$5,000.00
- Guadalupe County funds (bounty only) = \$3,530

FY2019 Program Totals

- **TOTAL FUNDS = \$41,630.00**
- **TOTAL FERAL SWINE ABATED = 4,607 (\$9.04 per hog)**
- **ESTIMATED 2019 PROPERTY/ECOLOGICAL DAMAGE MITIGATED = \$2,303,500 (ROI = \$55.33)**

Bounty Program

The bounty program in Caldwell County began in March 2019 with monthly collection events held at Smith Supply in Lockhart, TX, with support from the Plum Creek Watershed Partnership and trained Central Texas Feral Hog Task Force volunteers. Grant funding of \$5,000 was budgeted for the program but limited to 50% reimbursement, so Caldwell County Commissioners approved an additional \$5,000 in matching funds to cover 2,000 bounties at \$5.00 per verified feral hog extirpated from the County. Initial bounty funds were exhausted during the July collection event, but the County approved additional funds to keep the program funded. Prior to August reporting, 2,071 feral swine were reported for the Caldwell



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County Bounty Program. Guadalupe County ran a bounty program strictly from local funding approved by County Commissioners. The program was conducted out of the Guadalupe County extension office and yielded 706 feral swine. No bounty program was conducted in Hays County. Total documented feral hog abatement through county-implemented bounty programs over this period included the removal of **2,777 feral swine** in the three-county region.

Trapping Kits

Capital investment for ongoing and future feral hog abatement was also a top priority to establish program sustainability. Investment in direct landowner assistance through the development of an incentive-based program to distribute trapping kits to engaged landowners will enhance feral hog management on numerous properties throughout the three-county region. As a result of this program, *thirteen new feral hog corral traps will be activated* in the region with an anticipated annual abatement capacity of **650 feral swine**. The following trapping supplies were purchased and distributed through the Central Texas Feral Hog Task Force:

Landowner Trapping Kits Distributed through the Central Texas Feral Hog Task Force – FY2019

- Hays County = 6 kits (t-posts, panels, 36" door) valued at \$598 each
- Caldwell County = 7 kits (t-posts, panels and 36" door) valued at \$400 each

**40 new hog traps have been activated by the Central Texas Feral Hog Task Force since 2018!*

Aerial Gunning

Aerial gunning was conducted by pilots and trained marksmen with Veracity Aviation, based out of Seguin, TX. As grant funds were not available until January 2019, contracts could not be acquired with Veracity until mid-February, which in 2019, meant thicker canopy and less effective timing for aerial gunning. Nevertheless, efforts were made to expand landowner participation in the program throughout Hays and Caldwell County. From February through June of 2019, Veracity Aviation conducted nine aerial gunning operations covering 9,030 acres of Caldwell and Hays County. Total hogs viewed = 111. **Total hogs abated = 100.** At a cost of \$3,844, the rate of return for aerial gunning in 2019 was \$38.44 per hog removed.

Additional Program Investments

Additional capital investment/ongoing program funding included FY2019 Wireless Traps service fees incurred by Caldwell and Hays County. Three *Wireless Traps* are currently in use through a local landowner cooperative support previously initiated efforts by the Central Texas Feral Hog Task Force. **Estimated total feral swine abated = 1,080**



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To bring new efficiencies and accuracies to abatement documentation efforts, the Meadows Center directed program funds to a 10.5 inch iPad Pro with WiFi and Cellular in 2018 to be piloted for future bounty efforts in Caldwell County. During several trials, it was determined that bounty participants much preferred paper recording; however, continued efforts will be made to incorporate this technology into the research and documentation process.

Surveys

To help quantify feral hog damage in the three-county Central Texas region, **a voluntary landowner survey was completed by 27 participants (Appendix A – Landowner Survey)**. Participants were able to complete the survey in person during bounty claim opportunities or at their local Texas A&M AgriLife Extension Service offices. The survey could also be completed online, which was the preferred choice in 2019! The survey may be completed by visiting www.feralhogtaskforce.com and clicking the link “Feral Hog Damage and Control ONLINE Survey”.

Outreach and Education

The Meadows Center worked with state and local AgriLife staff, watershed protection groups and other stakeholders to advertise and conduct education during “Hog Week” 2019. Three live webinars were conducted with subject matter experts. Webinars may be accessed on YouTube or through the Central Texas Feral Hog Task Force website by visiting www.feralhogtaskforce.com.



Hog Week 2019 Webinars

- August 27, 2019 – *Latest and Greatest Feral Hog Updates with Josh Helcel*, Texas A&M Natural Resources Institute.



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- August 28, 2019 – Aerial Control of Feral Hogs – The How, Why, Where and When of This Unique Management Tool with Veracity Aviation.
- August 30, 2019 – Catch them ALL – Tips and Tricks of the Trade from the Expert with R.A. “Bubba” Ortiz, Ortiz Game Management.

Finally, to bring all Central Texas Feral Hog Task Force program information together under one roof, the Meadows Center has continued to develop a website, maintain an email account and Facebook event pages for the program. Participant contact information collected throughout program implementation will also be used as part of a dynamic database for enhanced future communication. The project website can be accessed at: <http://www.feralhogtaskforce.com/>. Website components include the following:

- Downloadable Feral Hog Damage and Control Survey for Landowners
- Individual project pages for each partnering county
- Calendar of Events
- Links, photos, resources and videos
- Contact Us form

Sustainability

Each Central Texas Feral Hog Task Force partner county will continue abatement efforts in FY2020 with a goal of 6,000 feral swine to be removed throughout the region over this period. Investments in equipment, technology and communication networks will enable continued monitoring and increased landowner participation.



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Appendix A – Landowner Survey

Central Texas Feral Hog Task Force Feral Hog Damage and Control Survey



Please complete the following for **property owned or managed**. Information provided will be used exclusively for data collection and analysis. Personal information will not be distributed by the Central Texas Feral Hog Task Force without your express consent.

Name		
Preferred contact info (phone/email)		
Physical address of primary property owned/managed		City / State / Zip
County	Total acres of all properties owned/managed in specified County	

- Please mark all of the areas in which feral hogs had negative impacts on your property.

<input type="checkbox"/> Growing or planting commodity crop losses	<input type="checkbox"/> Fences, water troughs or other improvements
<input type="checkbox"/> Growing or planting specialty crop losses	<input type="checkbox"/> Personal injuries
<input type="checkbox"/> Stored commodities	<input type="checkbox"/> Loss of land value
<input type="checkbox"/> Pastures / Wetlands	<input type="checkbox"/> Loss of lease value, food plot/feeder damage
<input type="checkbox"/> Livestock (injury, deaths, diseases)	<input type="checkbox"/> Owner and employee time
<input type="checkbox"/> Equipment or vehicles	
- Please mark all of the control methods you use on your property(s).

<input type="checkbox"/> Trapped and destroyed	<input type="checkbox"/> Trapped & sold	<input type="checkbox"/> Trapped and moved from premise
<input type="checkbox"/> Lease hunting	<input type="checkbox"/> Owner/employee hunting	<input type="checkbox"/> Use of dogs
<input type="checkbox"/> Aerial gunning	<input type="checkbox"/> Snares	<input type="checkbox"/> Other _____
- Income from trapping and selling hogs and/or leasing hog hunting rights in the last 12 months?

\$.00
----	--	--	--	--	--	-----

- Please complete the following table for years 2015 through 2018 (best estimate):

	2015	2016	2017	2018
Total hogs harvested in for property listed				
Estimated number of hogs on property				
Feral hog management EFFORT on a rating scale of 1 to 10				
Total damages from feral hog activity	\$	\$	\$	\$

Program sign-up on back of form.



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I would like to participate in the following Central Texas Feral Hog Task Force cooperative feral hog management programs in 2019:

Program	Check all boxes that apply
Wireless "smart" trap with 30' corral (cooperative sharing program)	
TPWD Landowner Agreement (LOA) for aerial control	
Assistance from contracted or volunteer hunter/trapper	
Free corral trap supply kit	
Other assistance (specify)	

Name _____

Signature _____

Date _____

Please sign and submit completed survey via email to FeralHog@txstate.edu or drop off at your local county AgriLife Extension Office:

Caldwell County AgriLife Extension 1403 Blackjack Street, Ste. B Lockhart, TX 78644 512.398.3122	Hays County AgriLife Extension 200 Stillwater Road Wimberley, TX 78676 512.393.2120
---	--

Email: FeralHog@txstate.edu
Website: www.FeralHogTaskForce.com



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www.meadowscenter.txstate.edu

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Date: August 28, 2020

To: Texas A&M AgriLife Extension Service
Attn: Michael Bodenchuk, State Director

RE: Fiscal Year 2020 – County Feral Hog Abatement Grants Awarded to Hays and Caldwell Counties

Final Report: 2020 Central Texas Feral Hog Action and Sustainability Plan

The Meadows Center for Water and the Environment at Texas State University has partnered with Texas A&M AgriLife Extension, local stakeholder groups and the counties of Hays, Caldwell and Guadalupe (no grant funds for FY2020) to continue development of the Central Texas Feral Hog Task Force.

Funding

Fiscal Year 2019 funding for this effort was secured through participating County Commissioner's Courts and separate grant contracts awarded to the three participating counties:

- Hays County ILA w/ AgriLife = \$7,500
- Caldwell County ILA w/ AgriLife = \$20,000
 - Caldwell Co. matching funds = \$5,000.00
- Guadalupe County funds (bounty only) = \$5,000

FY2020 Program Totals

- **TOTAL FUNDS = \$37,500.00**
- **TOTAL FERAL SWINE ABATED = 2,877 (\$13.03 per hog)**
- **ESTIMATED 2020 PROPERTY/ECOLOGICAL DAMAGE MITIGATED = \$1,438,500 (ROI = \$38.36 per \$1 spent)**

Bounty Program

The bounty program in Caldwell County began in February 2020 with monthly collection events planned for Smith Supply in Lockhart, TX, with support from the Plum Creek Watershed Partnership and trained Central Texas Feral Hog Task Force volunteers. Grant funding of \$7,500* was budgeted for the program but limited to 50% reimbursement, so Caldwell County Commissioners approved an additional \$7,500 in matching funds to cover 3,000 bounties at \$5.00 per verified feral hog extirpated from the County.



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The bounty program was suspended after the March collection event due to COVID-19; however, a surprisingly smooth and successful virtual bounty program was reinstated from July 1, 2020 through August 15, 2020.

- February and March 2020 Caldwell Co. Bounty Collection = 990 feral hogs
- July and August 2020 Virtual Bounty Program = 1,117

*Unspent grant funds to support the Caldwell County bounty program totaling \$2,189 were diverted to the purchase of additional trapping kits for program participants.

Guadalupe County ran a bounty program strictly from local funding approved by County Commissioners. The program was conducted out of the Guadalupe County extension office and yielded 648 feral swine.

No bounty program was conducted in Hays County.

Total documented feral hog abatement through county-implemented bounty programs over this period included the removal of **2,755 feral swine** in the three-county region just 22 feral swine below 2019 totals.

Trapping Kits

Capital investment for ongoing and future feral hog abatement was also a top priority to establish program sustainability. Investment in direct landowner assistance through the development of an incentive-based program to distribute trapping kits to engaged landowners will enhance feral hog management on numerous properties throughout the three-county region. As a result of this program, *nine new feral hog corral traps will be activated* in the region with an anticipated annual abatement capacity of **450 feral swine**. The following trapping supplies were purchased and distributed through the Central Texas Feral Hog Task Force:

Landowner Trapping Kits Distributed through the Central Texas Feral Hog Task Force – FY2019

- Hays County = 2 kits (t-posts, 36" door) valued at \$391 each
- Caldwell County = 7 kits (t-posts, panels and 36" door) valued at \$484 each

****49 new hog traps have been activated by the Central Texas Feral Hog Task Force since 2018!***

Aerial Gunning

Aerial gunning operations were conducted by pilots and trained marksmen with Veracity Aviation, based out of Seguin, TX. From February through August, Veracity conducted 14 aerial gunning flights covering



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Caldwell and Hays County. Total hogs viewed = 155. **Total hogs abated = 122.** At a cost of \$5,915, the rate of return for aerial gunning in 2020 was \$48.48 per hog removed. The cost per hog removed by aerial gunning increased 26% over the same period in 2019. This could indicate fewer feral swine in the areas covered by aerial gunning. Efforts will be made in 2021 to acquire additional properties and landowner agreements.

Additional Program Investments

Additional capital investment/ongoing program funding included FY2020 Wireless Traps service fees incurred by Caldwell and Hays County. Three *Wireless Traps* are currently in use through a local landowner cooperative support previously initiated efforts by the Central Texas Feral Hog Task Force. **Estimated total feral swine abated = 1,080**

Surveys

To help quantify feral hog damage in the three-county Central Texas region, a **voluntary landowner survey (Appendix A – Landowner Survey)** was updated in 2020. The survey is available to be completed online by visiting www.feralhogtaskforce.com and clicking the link “Feral Hog Damage and Control ONLINE Survey”.

Outreach and Education

The Meadows Center worked with state and local AgriLife staff, watershed protection groups and other stakeholders to advertise and conduct education during “Hog Week” 2020. Two live webinars were conducted with subject matter experts. Webinars may be accessed on YouTube or through the Central Texas Feral Hog Task Force website by visiting www.feralhogtaskforce.com.



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Hog Week 2020 Webinars

- July 28, 2020 – *Caldwell County Feral Hog Webinar with Josh Helcel, Texas A&M Natural Resources Institute.*
- July 29, 2020 – *Hays County Feral Hog Webinar with Josh Helcel, Texas A&M Natural Resources Institute.*

Finally, to bring all Central Texas Feral Hog Task Force program information together under one roof, the Meadows Center has continued to develop a website, maintain an email account, Twitter and Facebook event pages for the program. Participant contact information collected throughout program implementation will also be used as part of a dynamic database for enhanced future communication. The project website can be accessed at: <http://www.feralhogtaskforce.com/>. Website components include the following:

- Downloadable Feral Hog Damage and Control Survey for Landowners
- Individual project pages for each partnering county
- Calendar of Events
- Links, photos, resources and videos
- Contact Us form

Sustainability

Each Central Texas Feral Hog Task Force partner county will continue abatement efforts in FY2021 with a goal of 6,000 feral swine to be removed throughout the region over this period. Investments in equipment, technology and communication networks will enable continued monitoring and increased landowner participation.



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TEXAS STATE UNIVERSITY

The rising STAR of Texas
Appendix A – Landowner Survey

Central Texas Feral Hog Task Force Feral Hog Damage and Control Survey



Please complete the following for **property owned or managed**. Information provided will be used exclusively for data collection and analysis. Personal information will not be distributed by the Central Texas Feral Hog Task Force without your express consent.

Name		
Preferred contact info (phone/email)		
Physical address of primary property owned/managed		City / State / Zip
County	Total acres of all properties owned/managed in specified county	

- Please mark all of the areas in which feral hogs had negative impacts on your property.

<input type="checkbox"/> Growing or planting commodity crop losses	<input type="checkbox"/> Fences, water troughs or other improvements
<input type="checkbox"/> Growing or planting specialty crop losses	<input type="checkbox"/> Equipment or vehicles
<input type="checkbox"/> Stored commodities	<input type="checkbox"/> Personal injuries
<input type="checkbox"/> Pastures / Wetlands	<input type="checkbox"/> Loss of land value
<input type="checkbox"/> Livestock (injury, deaths, diseases)	<input type="checkbox"/> Loss of lease value, food plot/feeder damage
<input type="checkbox"/> Growing or planting commodity crop losses	<input type="checkbox"/> Owner and employee time
- Please mark all of the control methods you use on your property(s).

<input type="checkbox"/> Trapped and destroyed	<input type="checkbox"/> Trapped & sold	<input type="checkbox"/> Lease hunting
<input type="checkbox"/> Trapped and moved from premise	<input type="checkbox"/> Owner/employee hunting	<input type="checkbox"/> Use of dogs
<input type="checkbox"/> Aerial gunning	<input type="checkbox"/> Snares	<input type="checkbox"/> Other _____
- Income from trapping and selling hogs and/or leasing hog hunting rights in the last 12 months? \$

--	--	--	--	--	--

.00

- Please complete the following table for years 2016 through 2019 (best estimate)

	2016	2017	2018	2019
Total hogs harvested in for property listed				
Estimated number of hogs on property				
Feral hog management EFFORT on a rating scale of 1 to 10				
Total damages from feral hog activity	\$	\$	\$	\$

Program sign-up on back of form.



THE MEADOWS CENTER
FOR WATER AND THE ENVIRONMENT

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I would like to participate in the following Central Texas Feral Hog Task Force cooperative feral hog management programs in 2019:

Program	Check all boxes that apply
Wireless "smart" trap with 30' corral (cooperative sharing program)	<input type="checkbox"/>
TPWD Landowner Agreement (LOA) for aerial control	<input type="checkbox"/>
Assistance from contracted or volunteer hunter/trapper	<input type="checkbox"/>
Free corral trap supply kit	<input type="checkbox"/>
Other assistance (specify)	<input type="checkbox"/>

Name _____

Signature _____

Date _____

Please sign and submit completed survey via email to feralhog@txstate.edu or drop off at your local county AgriLife Extension Office:

Caldwell County AgriLife Extension 1403 Blackjack Street, Ste. B Lockhart, TX 78644 512.398.3122	Hays County AgriLife Extension 200 Stillwater Road Wimberley, TX 78676 512.393.2120
---	--

www.feralhogtaskforce.com

The Meadows Center for Water and the Environment

feralhog@txstate.edu



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FOR WATER AND THE ENVIRONMENT

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve Texas A&M AgriLife Extension Service's hiring of Aaron McCoy as the Agriculture and Natural Resources (ANR) Extension Agent for Hays County.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 21, 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

Mr. McCoy was the finalist chosen for the position by the Extension Administrator and will be present at court. The estimated start date in Hays County is January 1, 2022.

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 Eighth Amendment to the Health Care Services Agreement with Wellpath, LLC for the Jail Division at the Sheriff's Office and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4).

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CUTLER

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

The Sheriff's office, Jail Division is requesting Court approval to execute and amended agreement with Wellpath to extend the service until February 28, 2022.

Attachment: Wellpath Amendment No. 8

EIGHTH AMENDMENT TO THE HEALTH SERVICES

AGREEMENT

(Effective January 1, 2022)

This Eighth Amendment, effective January 1, 2022 (this “Amendment”), to the Health Services Agreement, dated June 1, 2013, as amended (the “Agreement”) is by and between Wellpath, LLC (“Wellpath”), (formerly Correct Care Solutions, LLC (“CCS”)) and Hays County, Texas (“County”).

WHEREAS, the Parties agree to renew the Agreement for another two-month period until February 28, 2022; and

WHEREAS, in accordance with Section 9.4, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals, including the above-cited two (2) month extension, as a material portion of this Amendment.
2. **AMENDMENT SECTION 6.1 OF AGREEMENT.** The Agreement shall be amended by deleting Section 6.1 in its entirety and inserting the following language in lieu thereof:

6.1. Initial Term. This Agreement will be effective as of 12:00 A.M. on June 1, 2013, and end as of 11:59 P.M. on February 28, 2022.
3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

AGREED TO AND ACCEPTED AS STATED ABOVE:

HAYS COUNTY, TEXAS

WELLPATH, LLC

By: _____

By: _____

Name: Ruben Becerra

Name: _____

Title: Hays County Judge

Title: _____

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 authorize the County Judge to execute a Third Amendment to the Health Care Services Agreement with Wellpath, LLC for the Juvenile Detention Facility and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch 262.024(a)(4).

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Brett Littlejohn

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

On July 2, 2019, the Commissioners Court authorized the Juvenile Detention Center to participate in a contract with Wellpath for medical services for juvenile detainees. Wellpath provides LVN, RN and Physician oversight to administer health care services and related administrative services. The attached Third Amendment extends the service until February 28, 2022.

Attachment: Wellpath Amendment No 3

**THIRD AMENDMENT TO THE HEALTH SERVICES
AGREEMENT
(Effective January 1, 2022)**

This Third Amendment, effective January 1, 2022 (this “Amendment”), to the Health Services Agreement, dated July 2, 2019, as amended (the “Agreement”) is by and between Wellpath, LLC (“Wellpath”), (formerly Correct Care Solutions, LLC (“CCS”)) and Hays County, Texas (“County”).

WHEREAS, the Parties agree to renew the Agreement for another two-month period until February 28, 2022; and

WHEREAS, in accordance with Section 11.7, the Parties desire to amend the Agreement to memorialize such changes.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The Parties hereto incorporate the foregoing recitals, including the above-cited two (2) month extension, as a material portion of this Amendment.
2. **AMENDMENT SECTION 9.0 OF AGREEMENT.** The Agreement shall be amended by deleting Section 9.0 in its entirety and inserting the following language in lieu thereof:

9.0. Initial Term. This Agreement will be effective as of 12:00 A.M. on August 1, 2019, and end as of 11:59 P.M. on February 28, 2022.
3. **SEVERABILITY.** If any terms or provisions of this Amendment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Amendment shall be valid and enforceable to the fullest extent permitted by law.
4. **DEFINITIONS.** Capitalized terms used but not defined herein shall have the meaning ascribed to them under the Agreement.
5. **REMAINING PROVISIONS.** The remaining provisions of the Agreement not amended by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed in their names or their official acts by their respective representatives, each of whom is duly authorized to execute the same.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

AGREED TO AND ACCEPTED AS STATED ABOVE:

HAYS COUNTY, TEXAS

WELLPATH, LLC

By:_____

By:_____

Name: Ruben Becerra

Name:_____

Title: Hays County Judge

Title:_____

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 grant a variance from the Hays County Development Regulations Chapter 705 § 3.01(C).

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

The owner of 169.615 acres located off of Prochnow Road in Precinct 3 has requested a variance to Chapter 705.3.01(C) of the Hays County Development Regulations, seeking the allowance of creating eight (8) exempt tracts and utilizing a single access easement.

Chapter 705.3.01(C) contains the criteria allowing "subdivisions resulting in four (4) or fewer parcels utilizing a single access easement, where all resulting parcels utilizing an access easement are 10.00 acres or large. No more than four (4) parcels without direct frontage to a regulated roadway may be exempted from a single parent tract. Single access easement for exempt subdivision shall be required to be at least sixty (60) feet wide."

Justification for the request is provided in the backup.



REQUEST FOR VARIANCE APPLICATION PACKET

NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.

WHAT IS A VARIANCE?

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

WHO MAY SEEK A VARIANCE?

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

ON WHAT GROUNDS MAY I SEEK A VARIANCE?

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance that conflicts with State or Federal law.

UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

HOW DO I APPLY FOR A VARIANCE?

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Environmental Health Department at 1251 Civic Center Loop, San Marcos, Texas. The Environmental Health Department staff cannot accept an incomplete application.

HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Planning or Environmental Health Divisions determine that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

HOW MUCH DOES A VARIANCE REQUEST COST?

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.



REQUEST FOR VARIANCE **Hays County, Texas**

To be included with Plat Submittal
or Application for Development Authorization

For Office Use Only

Tracking Number: _____
Date App. Received: _____
Precinct # in which located: _____

INSTRUCTIONS: Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

OWNER INFORMATION:

Property Owner's Full Legal Name: Prochnow Ridge Holdings, LLC
Property Owner's Mailing Address: 274 S. Loop Drive, Blanco, TX 78606
Home Phone: _____ Work Phone: _____
Cell Phone: 210-685-8709 e-Mail Address: geraldine.breeding@mygenfcu.org

IF APPLICABLE: Owner hereby gives Mike Weaver permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

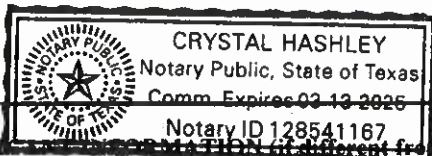
I hereby certify that the above statements are true and correct to the best of my knowledge.

Geraldine Prochnow Breeding
Owner's Signature

STATE OF TEXAS
COUNTY OF Brewer

Subscribed and sworn to before me this 14 day of December, 20 21

(seal)



Crystal Hashley
Notary Public
My Commission expires: 3/13/25

APPLICANT INFORMATION (if different from Owner):

Applicant's Full Legal Name: _____
Applicant's Mailing Address: _____
Home Phone: _____ Work Phone: _____
Cell Phone: _____ e-Mail Address: _____

PROPERTY INFORMATION:

Proposed Name of Subdivision (if applicable): _____
911 street address for the Subject Property, if established: _____

Legal description:

Lot _____, Block _____, Subdivision _____, Sec _____, Phase _____

If not located in a subdivision: Survey 169 615 ac. in the John Cassady Survey No. 85, Abstract No. 101, the J. C. Ragsdale Survey, Abstract No. 709 and the W. M. Perry Survey, Abstract No. 789, Hays County Texas, Recorded (Vol/Page) Doc. No. 21058373, OPR, Hays County, Texas

Hays Central Appraisal District Property ID Number: R13415, R13416, and R20023

This number can be obtained by searching the on-line property records for the Subject Property at www.hayscad.com or by calling the HCAD at (512) 268-2522.

Hays County Precinct in which the subject property is located: 3

This information can be obtained by calling (512) 393-2190.

ACTION REQUESTED:

- ☐ Administrative Variance as follows (check all that apply):
- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
 - ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
 - ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
 - ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
 - ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).
- ☐ Variance of the Regulations as they apply to the subdivision of property in Hays County.
- ☒ Other (specify): Variance of Regulation in Chapter 705 Section 3.01 (C) to allow for one road

All Applicants complete the following:

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Chapter 705 Section 3.01 (C)	Subdivisions resulting in four* or fewer parcels utilizing a single access easement, where all resulting parcels utilizing an access easement are 10.00 acres or larger. No more than four* parcels without direct frontage to a regulated roadway may be exempted from a single parent tract. Single access easement for exempt subdivision shall be required to be at sixty (60) feet wide. * It is our understand that this changed from three to four.	The variance sought is to allow one road built to County specifications for access to 8 lots (four lots for each parent tract), instead of two roads, one for each parent tract (see attached sketch).

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements

HARDSHIP FINDINGS (attach additional sheets if necessary):

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The subject property consists of two main parent tracts that are each proposed to be divided into greater than 10 acre parcels, four parcels per parent tract, having access only by way of an easement which is allowed by Chapter 705, Paragraph 3.01(C). The hardship is that it is impractical to require two roads for this development when one paved private road, meeting County specifications, would make for a much more attractive, secure, safe, maintainable and efficient means of access, for residents and emergency vehicles, than two roads of lesser quality. The proposed single road is to run along the common line between the main parent tracts.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

If denied, the allowed development would require two roads, of lesser quality, off of the regulated road, creating a less attractive, secure, safe, maintainable, and efficient means of access, as well as more disruption to trees and the natural terrain.

Further, it is our understanding that a variance was allowed for a similar division of property in Hays County for Hunters Ridge on FM 2325 West of Wimberley.

3. Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

Granting the requested variance would enhance public health, safety, welfare and an orderly development of the land, as well as meet the intent of the regulations for development of tracts greater than 10 acres. The intended placement of the road runs through the middle of the subject tracts and would not run next to other tracts, thereby not disturbing other tract owners' privacy and not destroying more trees to accommodate a second road and disrupting the landscape.

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The hardship is that it is impractical to require two roads for this development, when one paved, private road meeting County specifications would make for a much more attractive, secure, safe, maintainable, efficient means of access, than two roads of lesser quality.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

Granting the requested variance would enhance an orderly development of the land, as well as meet the intent of the regulations for development of tracts greater than 10 acres. A road down the middle is necessary for the layout, and it does not make sense to put an additional road on the edge of the property, when one road could serve all tracts.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

Granting the requested variance would meet the intent of the regulations for development of tracts greater than 10 acres. The intended route of the road avoids large, mature trees, resulting in minimal clearing. Requiring two roads would create more destruction of trees on the East side of the tracts, and the West side of the tracts would be cost prohibitive due to the terrain not being conducive to a road. Routing a road in the middle allows more flexibility to miss large, mature Oak trees, whereas if a second road were routed near the East line and in an effort to avoid Oak trees, it would create strips of unusable land for the tracts. The terrain on the West line is not conducive for a road.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

To comply with the provisions of the development regulations, two thirty-foot easement roads not built to county specs would meet regulations. However, what is being asked as a variance is to build one road that meets county specs which would make for a more attractive, secure, safe, maintainable and efficient means of access than two roads of lesser quality. In so doing, fewer trees will need to be removed as well.

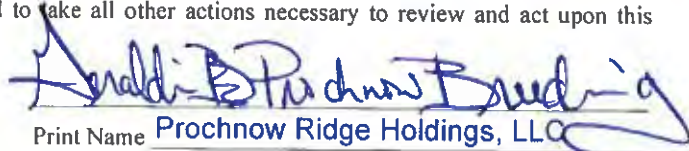
PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IT HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☐ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☒ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☒ Other — List any other supplemental information submitted with this Application:
sketch

OWNER'S/APPLICANT'S CERTIFICATION:

I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

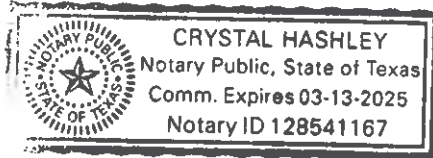

Print Name Prochnow Ridge Holdings, LLC

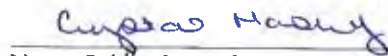
By: Geraldine Prochnow Breeding, Manager

STATE OF TEXAS §
COUNTY OF HAYS §

Subscribed and sworn to before me this 14 day of December, 2021.

(seal)

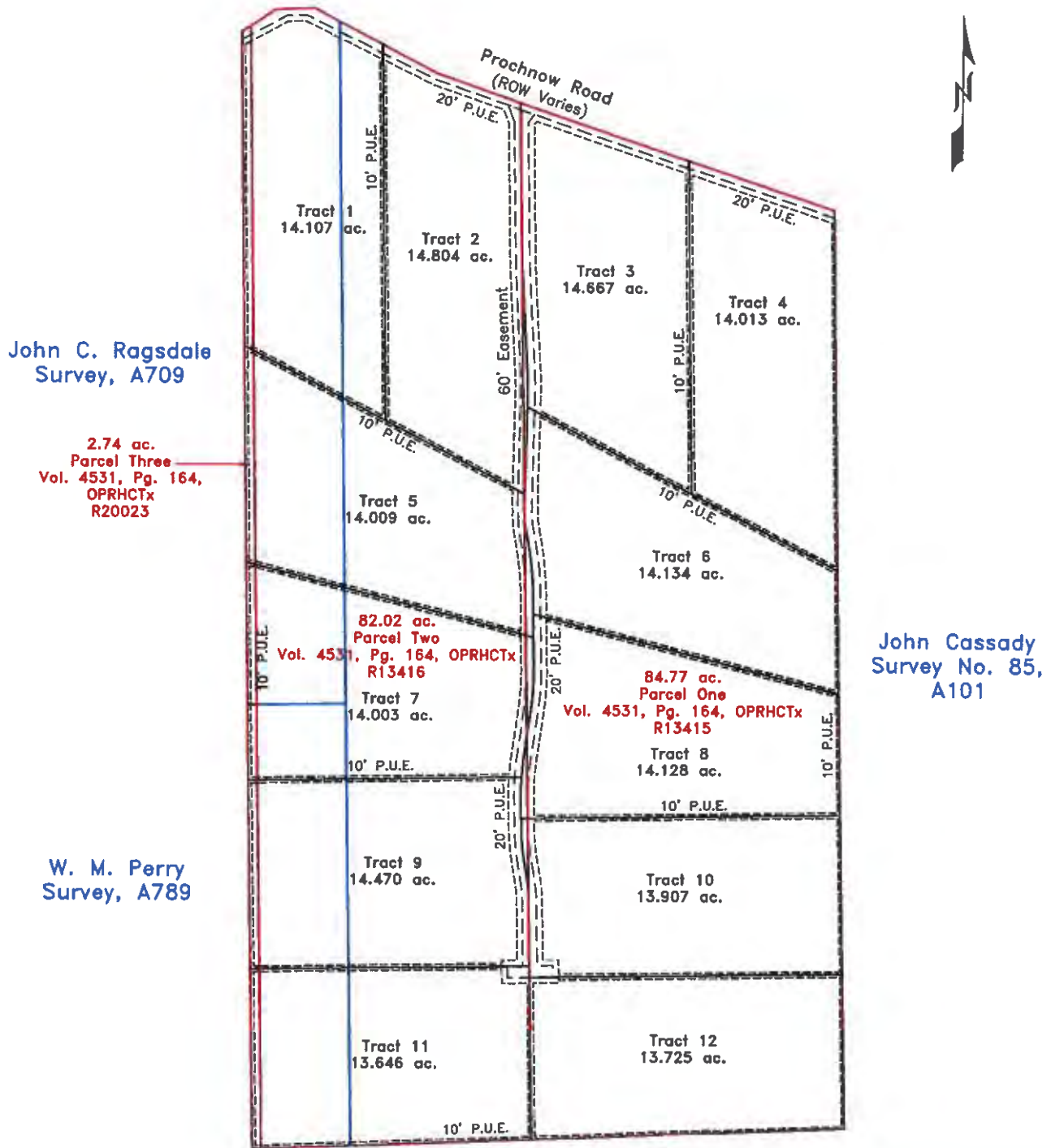




Notary Public, State of Texas

My Commission expires: 3/13/25

**Sketch of the
Proposed Development
of a 169.615 acre tract of land
located in the John Cassady Survey No. 85, Abstract No. 101,
the J. C. Ragsdale Survey, Abstract No. 709 and the
W. M. Perry Survey, Abstract No. 789, Hays County, Texas**





AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve Amendment #1 to the Texas General Land Office (GLO) CDBG-MIT Grant Administration Contract with Langford Community Management Services, Inc. related to updating the County's Hazard Mitigation Plan.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 21, 2021	\$100,000

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On September 8, 2020 Commissioner Court approved the execution of a contract with Langford Community Management Service, LLC for CDBG-MIT Grant Administration Services.

A contract amendment is requested under Reference Section 3.01 Contract Limit, Fees, and Expenses to increase the contract limit to include the Hays County Hazard Mitigation Plan Update scope of work.

The county will apply for matching funds through the General Land Office CDBG-MIT Local Hazard Mitigation Plan Program to fund this contract amendment.

FIRST AMENDMENT TO THE
CONTRACT FOR GRANT ADMINISTRATIVE SERVICES
BETWEEN HAYS COUNTY AND LANGFORD CMS

This 1ST Amendment to the Contract for Grant Administrative Services (“Amendment”) is made this ___ day of December, 2021, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”), and Langford CMS, Inc. (hereinafter referred to as “Contractor”) to the contract executed on or about September 8, 2020. The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

ADDITION OF THE FOLLOWING TO THE CONTRACT:

Section 3.01 Contract Limit, Fees, and Expenses “A not-to-exceed amount of \$100,000 for the development and update of the County’s Hazard Mitigation Plan.”

Attachment C (Attached) Additional Scope of Work.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1st Amendment to Contract for Grant Administrative Services hereby executed this ___ day of December, 2021, as is evidenced by the authorized signatures of the Parties, below.

Contractor

COUNTY

LANGFORD COMMUNITY MGT SERVICE, INC.
JUDY LANGFORD

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST: _____
ELAINE H. CARDENAS, MBA, PhD
HAYS COUNTY CLERK

Scope of Work

Hazard Mitigation Plan Update

Hays County, Texas intends to contract with a qualified consultant for development of a Hazard Mitigation Plan encompassing Hays County and local communities within the County. The purpose of the mitigation plan is to identify natural hazards, to identify actions and activities to reduce any losses from those hazards, and to establish a coordinated process to implement the plan. The following are key elements in preparation of the plan:

Critical Requirements

1. The multi-jurisdictional Hazard Mitigation Plan shall meet or exceed requirements of 44CFR201.6 for FEMA approval and subsequent eligibility to apply for FEMA Hazard Mitigation Assistance and other federal/state hazard mitigation programs.
2. Natural hazards assessed by this plan shall be identified and coordinated with the current FEMA approved State Hazard Mitigation Plan.
3. Consultant shall meet with and conduct regular meetings of the Hazard Mitigation Planning Team to collect information and develop the Plan for the Plan Participants.
4. Progress Reports will be prepared and submitted to the Texas Division of Emergency Management for the associated planning grant.
5. The Plan will be submitted to the State of Texas, Department of Emergency Management for review.
6. Consultant shall address and resolve any issues with the Plan identified during TDEM/FEMA review to expedite the timely adoption of the Plan.
7. Consultant shall coordinate the adoption of resolutions from each of the plan participants to meet and maintain eligibility for FEMA mitigation grant programs.
8. The project shall be completed - with full FEMA approval.

Consultant Services

In addition to meeting the above requirements, the consultant will conduct three public meetings to gather information and brief the public on Plan elements and meet with plan participants as necessary to gather and assess information to be presented in the Plan. One of the public meetings will include a presentation to the Hays County Commissioners Court for adoption of the Plan. The consultant shall collect data and review and analyze existing and potential hazards and how they may impact development, property, and lives within the County. Background information will also be obtained on area history, property status, infrastructure, land use and other relevant elements to determine essential components of the Plan. Current plans associated with disaster and emergency response efforts shall be reviewed and integrated into the plan. The consultant shall provide the County with monthly updates on progress of the planning effort and provide a draft Plan to the County for review prior to submission of the Plan to the Texas Division of Emergency Management. The Plan must be approved by FEMA and adopted by all Plan participants as the final deliverable under the Proposal. The Consultant shall clearly state non-discrimination policies in its employment practices and not be debarred from participation in federal contracts or federal funding awards for response to this solicitation.

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 in accordance with section 293.101 of the Texas Health and Safety Code to hear public comments and consider action concerning the amount of the mandatory payments required of all local hospitals in fiscal year (FY) 2022 pursuant to the County Health Care Provider Participation Program and how the revenue derived from those payments is to be spent.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 21, 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

Hays County's participation in a County Health Care Provider Participation Program is authorized by HB 3175 passed during the 84th Texas Legislature. A County Health Care Provider Participation Program authorizes a county to collect a mandatory payment from each institutional health care provider located in the county to be deposited in a local provider participation fund established by the county. Money in the fund may be used by the county to fund certain intergovernmental transfers and indigent care programs as provided by Chapter 293 of the Texas Health and Safety Code. Central Texas Medical Center of San Marcos (now known as Christus Santa Rosa Hospital - San Marcos) and Seton Medical Center Hays supported passage of HB 3175 and the creation of the program in Hays County.

The Hays County Commissioners Court adopted an Order authorizing the County's participation in the LPPF program on 9-15-15. On 9-29-15 a public hearing was held to establish the LPPF.

Notice of the Public Hearing has been posted in accordance with 293.101 of the Texas Health and Safety Code. During the hearing, the Court will set the fiscal year 2022 assessment rate, consider the approval of the amount of payments for each hospital as determined by 293.151 THSC and consider other issues related to the program.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to accept a Proposal from Beckwith Electronic Systems, LLC to replace the Epson Projector and Control System for County Court at Law Courtroom #2; allow a discretionary exemption pursuant to Texas Local Government Code 262.024a (7)(D) and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 21, 2021	\$22,004

LINE ITEM NUMBER

TBD

AUDITOR USE ONLY

AUDITOR COMMENTS:

Requires a discretionary exemption pursuant to Texas Local Government Code 262.024a (7)(D) for captive replacements parts and components for equipment.

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Judge Chris Johnson	INGALSBE	N/A

SUMMARY

The project is no longer functional in the County Court at Law courtroom #2. This equipment is needed for trials and hearings when evidence, such as photos, dashcam videos from police officers, and interviews of victims are needed to be shown to the Court and/or the jury. Beckwith Electronic Systems was the contractor used during the Government Center build out of the current courtrooms that are in use. The system was customized for our District Courts and County Court at Law Judges in order to provide consistency throughout all courtrooms. Due to the existing infrastructure that was put in place, it is necessary to utilize the component part exemption as authorized per TLGC 262.024.

Attachment: Beckwith Proposal FA-BESLLC-2020-403

Budget Amendment:

Possible Funding Source - Tobacco Settlement Funds

Proposal

DATE: 10-Dec-21

SOLD TO Hays County Government Center 610 Stagecoach Trail San Marcos, TX 78666 ATTN Tel # 5129262000	PROJECT LOCATION Hays County Govt Center 610 Stagecoach Trail San Marcos, TX 78666
--	--

Customer Reference Name Proposal Number	Hays County Govt Center - Various Repairs/Replacement in CR #2 FA-BESLLC-2020-403
PAYMENT TERMS Net 30 days	TRADE TERMS F.O.B. Jobsite

Beckwith is a State of Texas HUB and SCTRCA certified as HABE, MBE and SBE.

Scope Of Work:

Price includes turnkey replacement of projector, wireless touchscreen controller and compatible wireless gateway in CR #2. Other work includes replacement of HDBaseT extenders and associated cabling. Installation, programming and testing/check-out with HCGC staff is included.

Qty	Model #	Manufacturer	Description
TBD	CAT5e/PLENUM	Alamax	CAT5e 24/4PR PLENUM
1	EB-PU1007B	Epson	WUXGA 3LCD Laser Projector, 4K
1	V12H004M0F	Epson	Middle Throw Lens #2 (1.8 – 2.35)
1	CEN-GWEXER	Crestron	infiNET EX® Network and ER Wireless Gateway
1	TST-902	Crestron	8.7" Wireless Touch Screen
2	HD-EXT3-C-B	Crestron	4K HDMI® over HDBaseT® Extender w/IR & RS-232, Black

Total Cost

\$ 22,004.00

Terms:

This bid is conditioned upon the parties entering into a mutually acceptable written agreement; signed Beckwith Proposal meets this criteria.

- 1
- 2 This bid does not include Bid, Payment or Performance Bond.
- 3 This bid does not include any fees assessed by Special Insurance Programs.
- 4 Unpaid invoices greater than sixty (60) days past due may result in lien on property. If an affidavit claiming a lien is filed, a \$500 filing/release of lien fee will be due prior to any lien being released.
- 5 A project completion schedule or project completion date will be required before Beckwith can proceed; deviation from this completion date which requires additional labor or overtime to complete the accelerated completion will result in additional costs paid for by the customer.
- 6 If additional fire alarm inspections are required due to partial building inspection, these additional cost will be paid for by the customer.
- 7 Installation of detectors during construction shall be protected from debris, dust, dirt, and damage in accordance with manufacturer's recommendations and the current adoption of NFPA 72. Cleaning and/or replacement of smoke detectors installed prior to final building cleanup will be cleaned and/or replaced by Beckwith and paid for by the customer.
- 8 Beckwith is not responsible for performing additional testing or service unless requested in writing from customer. Customer agrees to pay for these
- 9 Beckwith is not responsible for false alarms or false alarm fines.
- 10 **CUSTOMER AGREES AND UNDERSTANDS THAT BECKWITH IS NOT AN INSURER AND IS NOT RESPONSIBLE FOR ACTS OR OMISSIONS OF OTHERS, OR FOR EVENTS BEYOND THE CONTROL OF BECKWITH INCLUDING FALSE ALARMS.**
- 11 Upon credit approval; terms are net upon receipt.
- 12 1.5% per month (18%annually) will be charged on all past due invoices, 30 days from invoice date.
- 13 Return goods are subject to 25% restocking charges and no credit will be allowed on goods returned without written authorization from Beckwith.
- 14 F.O.B.: Jobsite
- 15 This proposal is valid for 30 days from the date herein.

Proposal

DATE: 10-Dec-21

SOLD TO Hays County Government Center 610 Stagecoach Trail San Marcos, TX 78666 ATTN Tel # 5129262000	PROJECT LOCATION Hays County Govt Center 610 Stagecoach Trail San Marcos, TX 78666
Customer Reference Name Proposal Number	Hays County Govt Center - Various Repairs/Replacement in CR #2 FA-BESLLC-2020-403
PAYMENT TERMS Net 30 days	TRADE TERMS F.O.B. Jobsite

Warranty:

Beckwith provides a one (1) year non-transferable warranty from the date of substantial completion or the owner getting beneficial use of the system or from the date of the final fire inspection.

DISCLAIMER AND EXCLUSION OF WARRANTIES:

There are no warranties extending beyond the description or face hereof. Any implied warranty of merchantability and/or of fitness for a particular purpose are hereby excluded and disclaimed. In case of defects or alleged defects, the damages claimed shall be limited solely to the replacement or repair of the allegedly defective product or workmanship. Damages claimed shall not include any incidental or consequential damages or expenses. Beckwith shall not be liable for and the parties agree that no attorney's fees will be sought against Beckwith arising out of the materials installed or labor performed by Beckwith.

Insurance:

For the work contracted with Beckwith, Beckwith agrees to provide Contractor with a Certificate of Insurance with following limits:

A.M. Best Rating A (Excellent) XV (\$2 Billion or Greater)

General Liability

\$1,000,000	Per Occurrence
\$2,000,000	Aggregate/Per Project
\$2,000,000	Products and Completed Operations
\$1,000,000	Personal Advertising Liability
\$300,000	Fire Legal Liability/Damage to premises rented to you
\$10,000	Medical Exp (Any one person)

Business Auto Liability

\$1,000,000	Combined Single Limit
\$1,000,000	Non-Owned and Hired Car Coverage

Worker's Compensation Employees Liability Insurance

\$1,000,000	E.L. Each Accident
\$1,000,000	E.L. Disease - Each Employee
\$1,000,000	E.L. Disease - Policy Limit

Umbrella

\$5,000,000	Per Occurrence & Aggregate
-------------	----------------------------

All Insurance Coverages Shall Provide:

- 1 30 Day Written Notice of Cancellation.
- 2 Waiver of Rights of Subrogation in Favor of (Your Company Name) as per written contract.
- 3 "Additional Insured" Endorsement on Business Auto Policy, Commercial General Liability Policy, & Commercial Umbrella Policy as per written contract. On the CGL Policy, (Your Company Name) must be named as additional insured for ongoing and completed work.
- 4 Primary and Non-Contributory wording on Additional Insured Endorsements as per written contract.

Before any commencement of activity to this contract, a Certificate of Insurance will be delivered to the Contractor's office as shown above.

RESPECTFULLY SUBMITTED BY:

Chad Tanner
Electronic System Sales

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 direct the Information Technology Department to identify and explore solutions to technological issues associated with the Commissioners Court audio visuals provided by SWAGIT and Visionality.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 21, 2021	TBD

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

Issues related to the use of Hays County's audio/visual system in Commissioners Court need to be resolved.

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 release of Payment Bond #929637539, in the amount of seven hundred and fifteen thousand dollars (\$715,000.00 USD), related to the purchase of habitat mitigation credits by Carma Paso Robles, LLC for the Kissing Tree development.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 21, 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

SHELL

N/A

SUMMARY

Developer has made the final payment for mitigation credits, and the bond can now be released.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, CARMA PASO ROBLES LLC (Corporation), located at 11501 ALTERRA PARKWAY, STE 100, AUSTIN, TX, 78758, as Principal, and the CONTINENTAL CASUALTY COMPANY (insurance company), of the City of Chicago, a corporation duly organized under the laws of the State of Illinois, and duly licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto:

Hays County Judge Bert Cobb, M.D., Hays County Texas (hereinafter called the "Obligee"), in the sum of SEVEN HUNDRED FIFTEEN THOUSAND AND NO/100 Dollars (\$715,000.00 USD), for payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this the 25th day of July, 2016.

WHEREAS, the said Principal has heretofore entered into a contract with said Obligee dated July 19, 2016, for the purchase of habitat mitigation credits over a five (5) year period and;

WHEREAS, the said Principal is required to guarantee an initial payment of one hundred and forty-three thousand dollars (\$143,000.00 USD) and 5 annual installments in the amount of one hundred and forty-three thousand dollars (\$143,000.00 USD) on or about October 1st of each year until 2021.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal shall faithfully carry out and perform the said guarantee, then this obligation shall be null and void; otherwise shall remain in full force and effect.

Carma Paso Robles LLC 

Principal

Continental Casualty Company

Surety

Mari Hester

Attorney-in-fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

David Slade, Joan Cummings, Mari Huston, Individually

of London, ON, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 18th day of June, 2015.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of June, 2015, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires February 12, 2021

S. Eich
S. Eich Notary Public

CERTIFICATE

I, D. Bult, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 25th day of July, 2016.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Bult
D. Bult Assistant Secretary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to award a contract for IFB 2022-B03 Cotton Gin Road - Low Water Crossing with SB Contractors, LLC in the amount of \$838,515.87.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

INGALSBE

CO-SPONSOR

JONES

SUMMARY

On November 2, 2021 the Hays County Commissioners Court approved for the Purchasing Division to solicit bids for IFB 2022-B03 Cotton Gin Road- Low Water Crossing. The Purchasing Division received six (6) responsive bids from the following companies:

Green Dream International \$728,676.75
SB Contractors, LLC. \$838,515.87
Jordan Foster Construction \$922,693.11
Myers Concrete Construction \$979,968.50
Cox Commercial Construction \$1,101,376.00
Lone Star Sitework \$1,116,763.02

It is staff's recommendation to award the contract to SB Contractors, LLC. Green Dream International was the apparent low bidder, however, after due diligence performed by the evaluating committee, it was determined Green Dream International did not provide adequate vendor references that substantiated their ability to fulfill the scope of work as outlined in the formal solicitation.

Attached:
SB Contractors, LLC. Contract



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2020-B03
Cotton Gin Road – Low Water Crossing

Date Issued: November 4, 2021

SOLICITATION

Respondents must submit proposals as listed: two (2) originals and one (1) digital copy on a thumb drive
Proposals will be received at the Hays County Purchasing Office at the address shown above until:

12:00 p.m. local time November 30, 2021.

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

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

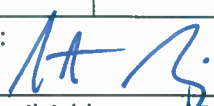
Questions concerning this RFP must be
received in writing no later than 5:00
on November 15, 2021.

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	SB Contractors, LLC	Name:	Steven Simpson
Mailing Address:	PO Box 311591	Title:	President
	New Braunfels, TX 78131	Email Address:	steven.simpson@sbcontractorsllc.com
		Phone No.:	210-616-6111
Signature: 		Date: 11/30/2021	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:		Steven Simpson President steven.simpson@sbcontractorsllc.com 210-616-6111	

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
	Attached Bid Form	\$838,515.87
Vendor:		Term of Contract:
SB Contractors, LLC.		Dec. 21, 21- June 2022
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
	December 21, 2021	

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

Hays County Judge

Date

Hays County Clerk

Date



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2020-B03
Cotton Gin Road – Low Water Crossing

Date Issued: November 4, 2021

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Respondents must submit proposals as listed: two (2) originals and one (1) digital copy on a thumb drive
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received in writing no later than 5:00
on November 15, 2021.

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent

Respondent's Authorized Representative

Entity Name: SB Contractors, LLC
Mailing Address: PO Box 311591
New Braunfels, TX 78131

Name: Steven Simpson
Title: President
Email Address: steven.simpson@sbcontractorsllc.com
Phone No.: 210-616-6111

Signature:

Date: 11/30/2021

Name, Email Address and Phone No. of
person authorized to conduct
negotiations on behalf of Respondent: Steven Simpson
President
steven.simpson@sbcontractorsllc.com
210-616-6111

NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Contract Amount:

Vendor:

Term of Contract:

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

Date:

Agenda Item:

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

Hays County Judge

Date

Hays County Clerk

Date



OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

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

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

November 18, 2021

ADDENDUM #1 IFB 2022-B03 Cotton Gin Road – Low Water Crossing

Please find attached Addendum #1 to IFB 2022-B03 Cotton Gin Road – Low Water Crossing.

Attachments to this addendum:

- Questions & Answers
- Attachment C: Prebid Documents
- Attachment D: Revised Attachment B Sheets
- Attachment E: Revised Attachment A – Schedule of Rates and Prices

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

A handwritten signature in blue ink, appearing to be "SB Contractors, LLC", is written over a horizontal line.

Signature

SB Contractors, LLC

Company Name

11/30/2021

Date

Addendum #1 to IFB 2022-B03 Cotton Gin Road – Low Water Crossing
Issue Date: November 18, 2021

ATTACHMENT A
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT NO:

PROJECT NAME: HAYS COUNTY COTTON GIN ROAD

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC ¹	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	TXDOT 100 6002	PREPARING ROW at <i>Twenty Thousand</i> Dollars and <i>Zero</i> Cents per	3.1	STA	\$20,000.00	\$ 62,000.00
2	TXDOT 104 6009	REMOVING CONC (RIPRAP) at <i>Twenty Four</i> Dollars and <i>Seventy-Eight</i> Cents per	100	SY	\$24.78	\$ 2,478.00
3	TXDOT 105 6033	REMOVING STAB BASE AND ASPH PAV (10"-14") at <i>Ten</i> Dollars and <i>Seventy Six</i> Cents per	822	SY	\$10.76	\$ 8,844.72
4	TXDOT 110 6001	EXCAVATION (ROADWAY) at <i>Twenty Four</i> Dollars and <i>Ninty Two</i> Cents per	334	CY	\$24.92	\$ 8,323.28
5	TXDOT 132 6006	EMBANKMENT (FINAL)(DENS CONT)(TY C) at <i>Thirty Three</i> Dollars and <i>Fifty Eight</i> Cents per	324	CY	\$33.58	\$ 10,879.92
6	TXDOT 160 6003	FURNISHING AND PLACING TOPSOIL (4") at <i>Ten</i> Dollars and <i>Seventeen</i> Cents per	1658	SY	\$10.17	\$ 16,861.86
7	TXDOT 164 6023	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) at <i>Zero</i> Dollars and <i>Thirty Four</i> Cents per	1658	SY	\$0.34	\$ 563.72
8	TXDOT 164 6029	CELL FBR MLCH SEED(TEMP)(WARM) at <i>Zero</i> Dollars and <i>Sixty Seven</i> Cents per	829	SY	\$0.67	\$ 555.43
9	TXDOT 164 6031	CELL FBR MLCH SEED(TEMP)(COOL) at <i>Zero</i> Dollars and <i>Sixty Seven</i> Cents per	829	SY	\$0.67	\$ 555.43
10	TXDOT 168 6001	VEGETATIVE WATERING at <i>Forty Three</i> Dollars and <i>Seventy Eight</i> Cents per	42	MG	\$43.78	\$ 1,838.76
11	TXDOT 169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A) at <i>One</i> Dollars and <i>Fifty Three</i> Cents per	1658	SY	\$1.53	\$ 2,536.74
12	TXDOT 247 6041	FL BS (CMP IN PLC) (TY A GR 1-2) (FINAL POS) at <i>Forty Three</i> Dollars and <i>Sixteen</i> Cents per	462	CY	\$43.16	\$ 19,939.92
13	TXDOT 251 6035	REWORK BS MTL (TY C) (6") (DENS CONT) at <i>Ten</i> Dollars and <i>Twelve</i> Cents per	885	SY	\$10.12	\$ 8,956.20

¹ Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT NO:

PROJECT NAME: HAYS COUNTY COTTON GIN ROAD

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BID ITEM	TECH SPEC ¹	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
14	TXDOT 310 6009	PRIME COAT (MC-30) at <i>Eight</i> Dollars and <i>Fifty Three</i> Cents per	160	GAL	\$8.53	\$ 1,364.80
15	TXDOT 340 6103	D-GR HMA(SQ) TY-D SAC-A PG64-22 at <i>One Hundred Sixty Four</i> Dollars and <i>Fifteen</i> Cents per	66	TON	\$164.15	\$ 10,833.90
16	TXDOT 341 6020	D-GR HMA(SQ) TY-C SAC-A PG64-22 at <i>One Hundred Sixty Four</i> Dollars and <i>Fifteen</i> Cents per	125	TON	\$164.15	\$ 20,518.75
17	TXDOT 360 6002	CONC PVMT (CONT REINF - CRCP) (8") at <i>Eighty Five</i> Dollars and <i>Sixty Six</i> Cents per	318	SY	\$85.66	\$ 27,239.88
18	TXDOT 400 6002	STRUCT EXCAV (BOX) at <i>Sixteen</i> Dollars and <i>Fifty Four</i> Cents per	646	CY	\$16.54	\$ 10,684.84
19	TXDOT 400 6005	CEM STABIL BKFL at <i>One Hundred Sixty Five</i> Dollars and <i>Ninty</i> Cents per	155	CY	\$165.90	\$ 25,714.50
20	TXDOT 403 6001	TEMPORARY SPL SHORING at <i>Eleven</i> Dollars and <i>Twenty Eight</i> Cents per	1779	SF	\$11.28	\$ 20,067.12
21	TXDOT 432 6002	RIPRAP (CONC)(5 IN) at <i>One Thousand Four Hundred Forty Four</i> Dollars and <i>Sixty One</i> Cents per	3	CY	\$1,444.61	\$ 4,333.83
21	TXDOT 432 6032	RIPRAP (STONE PROTECTION) (15 IN) at <i>One Hundred Seventy Three</i> Dollars and <i>Thirty One</i> Cents per	406	CY	\$173.31	\$ 70,363.86
22	TXDOT 432 6045	RIPRAP (MOW STRIP)(4 IN) at <i>Eight Hundred Fifty Five</i> Dollars and <i>Three</i> Cents per	9	CY	\$855.03	\$ 7,695.27
23	TXDOT 450 6019	RAIL (TY T631LS) at <i>Sixty Six</i> Dollars and <i>Ten</i> Cents per	199	LF	\$66.10	\$ 13,153.90
24	TXDOT 462 6029	CONC BOX CULV (10 FT X 5 FT) at <i>One Thousand Two Hundred Twenty</i> Dollars and <i>Sixty</i> Cents per	196	LF	\$1,220.60	\$ 239,237.60
25	TXDOT 464 6017	RC PIPE (CL IV)(18 IN) at <i>Seventy Eight</i> Dollars and <i>Seventy Three</i> Cents per	38	LF	\$78.73	\$ 2,991.74

¹ Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT NO:

PROJECT NAME: HAYS COUNTY COTTON GIN ROAD

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC ¹	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
26	TXDOT 466 6170	WINGWALL (EW-S) (HW = 9 FT) <i>Twenty Five Thousand Two</i> <i>at Hundred One</i> Dollars and <i>Twenty Five</i> Cents per	1	EA	\$25,201.25	\$ 25,201.25
27	TXDOT 466 6184	WINGWALL (PW-1) (HW = 9 FT) <i>Twenty Five Thousand One</i> <i>at Hundred Seven</i> Dollars and <i>Twenty One</i> Cents per	1	EA	\$25,107.21	\$ 25,107.21
28	TXDOT 467 6363	SET (TY II) (18 IN) (RCP) (6:1) (P) <i>Three Thousand One Hundred</i> <i>at Seventy Three</i> Dollars and <i>Fifty Seven</i> Cents per	2	EA	\$3,173.57	\$ 6,347.14
29	TXDOT 496 6007	REMOV STR (PIPE) <i>at Forty Nine</i> Dollars and <i>Sixty Three</i> Cents per	123	LF	\$49.63	\$ 6,104.49
30	TXDOT 496 6043	REMOV STR (SMALL FENCE) <i>at Four</i> Dollars and <i>Fifty Two</i> Cents per	461	LF	\$4.52	\$ 2,083.72
31	TXDOT 496 6111	REMOVE STR (WOOD FENCE & POSTS) <i>at Sixty Eight</i> Dollars and <i>Forty</i> Cents per	23	LF	\$68.40	\$ 1,573.20
32	TXDOT 500 6001	MOBILIZATION <i>at Eighty Thousand</i> Dollars and <i>Zero</i> Cents per	1	LS	\$80,000.00	\$ 80,000.00
33	TXDOT 502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING <i>at One Thousand Five</i> <i>Hundred</i> Dollars and <i>Zero</i> Cents per	6	MO	\$1,500.00	\$ 9,000.00
34	TXDOT 506 6002	ROCK FILTER DAMS (INSTALL) (TY 2) <i>at Twenty Four</i> Dollars and <i>Eight</i> Cents per	278	LF	\$24.08	\$ 6,694.24
35	TXDOT 506 6011	ROCK FILTER DAMS (REMOVE) <i>at Sixteen</i> Dollars and <i>Forty Two</i> Cents per	278	LF	\$16.42	\$ 4,564.76
36	TXDOT 506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1) <i>at Sixteen</i> Dollars and <i>Forty Two</i> Cents per	278	SY	\$16.42	\$ 4,564.76
37	TXDOT 506 6024	CONSTRUCTION EXITS (REMOVE) <i>at Twelve</i> Dollars and <i>Four</i> Cents per	278	SY	\$12.04	\$ 3,347.12
38	TXDOT 506 6038	TEMP SEDMT CONT FENCE (INSTALL) <i>at Three</i> Dollars and <i>Eighty Three</i> Cents per	434	LF	\$3.83	\$ 1,662.22

¹ Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT NO:

PROJECT NAME: HAYS COUNTY COTTON GIN ROAD

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC ¹	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
39	TXDOT 506 6039	TEMP SEDMT CONT FENCE (REMOVE) at <i>Zero</i> Dollars and <i>Fifty Four</i> Cents per	434	LF	\$0.54	\$ 234.36
40	TXDOT 506 6042	BIODEG EROSN CONT LOGS (INSTL) (18") at <i>Four</i> Dollars and <i>Thirty Eight</i> Cents per	350	LF	\$4.38	\$ 1,533.00
41	TXDOT 506 6043	BIODEG EROSN CONT LOGS (REMOVE) at <i>Zero</i> Dollars and <i>Fifty Four</i> Cents per	350	LF	\$0.54	\$ 189.00
42	TXDOT 530 6005	DRIVEWAYS (ACP) at <i>Natly Six</i> Dollars and <i>Seventy Four</i> Cents per	19	SY	\$96.74	\$ 1,838.06
43	TXDOT 540 6001	MTL W-BEAM GD FEN (TIM POST) at <i>Thirty Nine</i> Dollars and <i>Seven</i> Cents per	62.5	LF	\$39.07	\$ 2,441.88
44	TXDOT 542 6001	REMOVE METAL BEAM GUARD FENCE at <i>Five</i> Dollars and <i>Twenty Five</i> Cents per	250	LF	\$5.25	\$ 1,312.50
45	TXDOT 544 6001	GUARDRAIL END TREATMENT (INSTALL) at <i>Three Thousand Six Hundred Thirty Six</i> Dollars and <i>Forty One</i> Cents per	3	EA	\$3,636.41	\$ 10,909.23
46	TXDOT 552 6004	WIRE FENCE (TY D) at <i>Sixteen</i> Dollars and <i>Forty Two</i> Cents per	728	LF	\$16.42	\$ 11,953.76
47	TXDOT 552 6008	WIRE FENCE (WATER GAP) at <i>Sixty Five</i> Dollars and <i>Sixty Six</i> Cents per	9	LF	\$65.66	\$ 590.94
48	TXDOT 636 6001	ALUMINUM SIGNS (TY A) at <i>Thirty Eight</i> Dollars and <i>Thirty</i> Cents per	33	SF	\$38.30	\$ 1,263.90
49	TXDOT 644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P) at <i>Five Hundred Seventy Four</i> Dollars and <i>Fifty One</i> Cents per	2	EA	\$574.51	\$ 1,149.02
50	TXDOT 644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T) at <i>Six Hundred Fifty Two</i> Dollars and <i>Twenty One</i> Cents per	2	EA	\$652.21	\$ 1,304.42
51	TXDOT 644 6068	RELOCATE SM RD SN SUP&AM TY 10BWG at <i>Four Hundred Ninety Two</i> Dollars and <i>Fifty Four</i> Cents per	1	EA	\$492.44	\$ 492.44

¹ Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT NO:

PROJECT NAME: HAYS COUNTY COTTON GIN ROAD

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BID ITEM	TECH SPEC ¹	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
52	TXDOT 658 6060	REMOVE DELIN & OBJECT MARKER ASSMS at <i>Twenty One</i> Dollars and <i>Eighty</i> Cents per	4	EA	\$21.88	\$ 87.52
53	TXDOT 658 6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI) at <i>Thirty Two</i> Dollars and <i>Eighty</i> Cents per	13	EA	\$32.83	\$ 426.79
54	TXDOT 666 6207	REFL PAV MRK TY II (Y) 4" (SLD) at <i>Three</i> Dollars and <i>Thirty</i> Cents per	620	LF	\$3.34	\$ 2,070.80
55	TXDOT 672 6009	REFL PAV MRKR TY II-A-A at <i>Ten</i> Dollars and <i>Ninety</i> Cents per	7	EA	\$10.94	\$ 76.58
56	TXDOT 752 6015	TREE AND BRUSH REMOVAL at <i>Fifty Seven Thousand Nine Hundred</i> Dollars and <i>Eighty</i> Cents per	0.17	AC	\$57,985.83	\$ 9,857.59
57	TXDOT 6001 6002	PORTABLE CHANGEABLE MESSAGE SIGN at <i>Eight Thousand</i> Dollars and <i>Zero</i> Cents per	2	EA	\$8,000.00	\$ 16,000.00
SUBTOTAL						\$ 838,515.87
TOTAL AMOUNT OF BID						
<i>Eight Hundred Thirty Eight Thousand Five Hundred Fifteen</i> Dollars and <i>Eighty Seven</i> Cents						\$ 838,515.87

¹ Refer to the Technical Specifications section for a description of the specific reference number.

Appendix C BID FORM

PROJECT IDENTIFICATION

Project No. IFB 2022-B03

THIS BID IS SUBMITTED TO:

Electronically: BidNet Direct: www.bidnetdirect.com//hayscounty

Manually:

Hays County Purchasing Department
Attn: Stephanie Hunt
712 South Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

All Bids will be considered non-responsive if the following forms are not signed and submitted with the Bid.

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over COUNTY.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices and will pay not less than the Prevailing Wage Rates for Hays County, Texas. The work will be completed by June 30, 2022.

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

SB Contractors, LLC
PO Box 311591
New Braunfels, TX 78131

Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED ON November 30, 2021.

State Contractor License Number 47-1913749

IF BIDDER is:

An Individual

By _____ (SEAL)

(Individual's Name)

(Signature)

doing business as _____

Business address: _____

Phone Number: _____ Fax Number: _____

Email: _____

A Partnership

By SB Contractors, LLC (SEAL)

(Firm Name)

Steven Simpson

(General Partner)

[Signature]

(Signature)

Business address: 4812 FM 482 New Braunfels, TX 78132

Phone Number: 512-265-7744 Fax Number: _____

Email: Steven.Simpson@sbcontractorsllc.com

A Corporation

By _____ (SEAL)
(Corporate Name)

(State of Incorporation)

By _____ (SEAL)
(Name of Person Authorized to Sign)

(Signature)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address

Phone Number: _____ Fax Number: _____

Email: _____

Date of Qualification to Do Business is _____

A Joint Venture

By _____ (SEAL)
(Name)

(Address)

(Signature)

By _____ (SEAL)
(Name)

(Address)

(Signature)

Phone & Fax Numbers, Email & mailing addresses for receipt of official communications:

(Each joint venturer must sign. The manner for signing for everyone, partnership, and corporation that is a party to the joint venture should be in the manner above.)

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: Texas Department of Transportation, Milam Co. FM 908 at Brushy Creek

Address: 1821 TX-105, Brenham, TX 77833

Contact Person and Title: Eric Bennett, Area Engineer

Phone Number: (979) 836-9359

Scope & Duration of Contract: Project includes demo of existing bridge & reconstructing a 3 span 225 LF bridge using TX 34 concrete girders. 6 Months

REFERENCE TWO

Company Name: Texas Department of Transportation, Wharton Co. CR 455, CR 472, CR 303, & CR 154

Address: 406 Huck St, Yoakum, TX 77995

Contact Person and Title: Michael Brzoxowski, Area Engineer

Phone Number: (361) 573-9251

Scope & Duration of Contract: Project includes 4 barrel 10'x7' MBC, 2-span 80LF bridge(slab beams), 1-span 40LF bridge(slab beams), & 5 barrel 10'x9' MBC. 2 Years and 11 Months

REFERENCE THREE

Company Name: Texas Department of Transportation, Medina Co. CR 511

Address: 2304 Avenue E, Hondo, TX 78861

Contact Person and Title: Christen Longoria, Area Engineer

Phone Number: (830) 741-6607

Scope & Duration of Contract: Project includes demo of existing bridge and installing new double barrel 10'x5' box culvert. 1 Year and 7 Months

BID BOND

KNOW ALL BY THESE PRESENTS, That we, SB Contractors, LLC

of New Braunfels, TX

(hereinafter called the Principal), as Principal, and Philadelphia Indemnity Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto Hays County

(hereinafter called the Oblige) in the penal sum of 5% Maximum Amount of Bid

Dollars (5% MAB)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Oblige on a contract for Cotton Gin Road- Low Water Crossing

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Oblige for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 30th day of November, 2021.


Will Crowe

Witness

SB Contractors, LLC

(Seal)

Principal


Steven Silberman

Manager
Title


Jennifer J. Biehle

Witness

Philadelphia Indemnity Insurance Company

By


Robert James Nitsche

Attorney-in-Fact



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Robert James Nitsche, Craig Parker, Kenneth Nitsche, Nina Smith, Gary Nitsche, Robert Nitsche, and/or Randy Croix of The Nitsche Group, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company, (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto, and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached

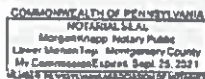
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public

residing at

My commission expires

Morgan Knapp
Bala Cynwyd, PA
September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30th day of November, 20 21



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
1 Name of vendor who has a business relationship with local governmental entity. <div style="text-align: center; font-family: monospace;">SB Contractors, LLC</div>		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; border-bottom: 1px solid black; width: 50%; margin: 0 auto;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-top: 20px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 20px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. 		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). 		
7 <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="text-align: center;"> Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;"> <div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;">11/30/2021</div> Date </div> </div>		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

SB Contractors, LLC
New Braunfels, TX United States

Certificate Number:
2021-826254

Date Filed:
11/22/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2020-B03
Cotton Gin Road - Low Water Crossing

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Steven Simpson, and my date of birth is 11/13/1979.

My address is PO Box 311591, New Braunfels, TX, 78131, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Comal County, State of Texas, on the 30 day of November, 20 21.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____



PRINT NAME & TITLE: Steven Simpson, President

COMPANY NAME: SB Contractors, LLC

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

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

Please sign for acknowledgement of the Hays County HUB Practices:


Signature Steven Simpson

11/30/2021
Date

X. Hays County House Bill 89 Verification

I, Steven Simpson (Person name), the undersigned representative of
SB Contractors, LLC (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]

Signature of Company Representative

11/30/2021

Date

On this 30th day of November, 2021, personally appeared Steven Simpson, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

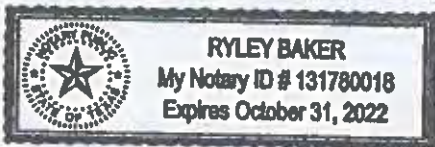
NOTARY SEAL

Ryley Baker

Notary Public in and for the State of Texas

11/30/2021

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.

SB Contractors, LLC

Company Name

47-1913749

IFB or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

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

SB Contractors, LLC

Name of Firm


Signature of Certifying Official

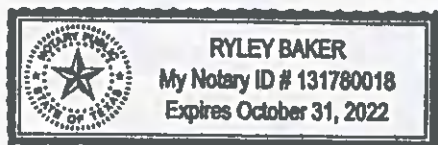
President
Title of Certifying Official


Steven Simpson
Printed Name of Certifying Official

11/30/2021
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 Steven Simpson on this the day of 11/30, 2021, on behalf of said Firm.




Notary Public in and for the State of Texas
My commission expires: _____

XIII. Vendor/Bidder's Affirmation

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

☒ Does not own taxable property in Hays County, or;

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

SB Contractors, LLC
Name of Contracting Company

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


Signature of Company Official Authorizing Bid/Offer

Steven Simpson
Printed Name

steven.simpson@sbcontractorsllc.com
Email Address

President
Title

(210) 616-6111
Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. Debarment and Suspension

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. Americans with Disabilities Act

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. Discrimination

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. Wages

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding

\$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. Minority and Women's Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES X NO

Authorized Signature: AA

Printed Name and Title: Steven Simpson, President

Respondent's Tax ID: 47-1913749

Telephone: (512) 265-7744

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 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.

<u>Section A: Current Hays County Employee</u>		
<hr/>		
Employee Name	Title	
<hr/>		
<u>Section B: Former Hays County Employee</u>		
<hr/>		
Employee Name	Title	Date of Separation from County
<hr/>		
<u>Section C: Person Related to Current or Former Hays County Employee</u>		
<hr/>		
Hays Employee/Former Hays Employee Name	Title	
<hr/>		
Name of Person Related	Title	Relationship
<hr/>		
<hr/>		
<hr/>		
<u>Section D: No Known Relationships</u>		
If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:		
<hr/>		
<hr/>		
<hr/>		

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

SB Contractors, LLC

Name of Vendor



Signature of Certifying Official

President

Title of Certifying Official

Steven Simpson

Printed Name of Certifying Official

11/30/2021

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Contract Amendment with Tyler Technologies, Inc. for the Socrata SaaS Platform related to the Hays County CAD/RMS Dashboards.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	December 21, 2021	\$0

LINE ITEM NUMBER

001-680-00.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill	BECERRA	N/A

SUMMARY

The current Hays County CAD/RMS dashboards are based on the Tyler Technology Silverlight platform. This platform will no longer be supported and is being replaced with the Socrata SaaS platform. The amendment will remove the previous dashboard software and replace with the new performance dashboard billed at the same annual cost. No additional funds are required.

Attachment: Tyler Technology Contract Amendment
Sourcewell Contract #090320-TTI



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and the Tyler client identified in the signature block below ("Client").

WHEREAS, Tyler and the Client are parties to an agreement through which Tyler licenses the New World Dashboard Software indicated below ("Agreement");

WHEREAS, Tyler and Client now desire to amend the Agreement to replace the New World Dashboard Software with Tyler's Performance Dashboard software as further detailed herein;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. *Add Performance Dashboard.* The Performance Dashboard software set forth in the sales quotation attached as Exhibit 1 to this Amendment (the "Amendment investment Summary") is hereby added to the Agreement as of the first date the Performance Dashboard environment is made available to you. Your Year one SaaS fees for the Tyler Performance Dashboard will be invoiced on the first day following your current annual maintenance term for Tyler New World Dashboard Software in a lump sum amount together with your then-current annual fees. On an annual basis thereafter, we will invoice you the SaaS fees at our then-current rates. Notwithstanding language to the contrary in the below-linked Socrata Terms and Conditions, your first annual SaaS Term for Performance Dashboard commences on the first day following expiration of your current annual maintenance term for Tyler New World Dashboard Software.
2. *Remove Tyler New World Dashboard Software.* Tyler New World Dashboard Software listed below is hereby removed from the Agreement as of the first date the Performance Dashboard environment is made available to you. Upon such date, Client's license to use such software is terminated, as are Tyler's obligations to support, maintain and update such software.

Software License	Associated Annual Maintenance & Support Fee
CAD Dashboards	\$2,798.10
LE Records Management Dashboards	\$2,798.10
Total:	\$5,596.20

3. Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions available here: <https://www.tylertech.com/terms/socrata-saas-services-terms-of-service> with respect to the Performance Dashboard software as more particularly described in Exhibit 1 attached hereto, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement and if the Agreement terminates so does Client's access to the Performance Dashboard software. Specific to the Socrata items added to the Agreement by this Amendment, in the event of a conflict between any term or provision in the Amendment and any term or provision in the Agreement, the terms of the Amendment shall govern. The Agreement shall otherwise remain and



continue in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.	Hays County, TX
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____





Exhibit 1
Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

Annual/SaaS

Description	Annual Fee
Performance Dashboard	\$5,596.20



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 addition of two DJI Mavic 2 Enterprise Advanced unmanned aircraft to the Hays County General and Law Enforcement liability coverage with an annual premium of \$2,494.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	December 21, 2021	\$2494.00

LINE ITEM NUMBER

001-645-00.5340

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Miller	BECERRA	N/A

SUMMARY

Two unmanned aircraft were recently purchased by the Hays County Sheriff's Office and are requested to be added to the General and Law Enforcement Liability coverage effective November 15, 2021.



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

INVOICE

Hays County
Attn: Shari Miller
712 S. Stagecoach Trail, Suite 1063
San Marcos, TX 78666-5534

Invoice Due Date: January 15, 2022

Invoice #: 35086

Coverage #: CAS-1050-20211115-1

Contribution for the coverage below is now due.

Coverage Period: November 15, 2021 - November 15, 2022

Member Number: 1050

Coverage	Invoice Number	Contribution Due
General Liability	NRCN-35086-GL	\$998
Law Enforcement Liability	NRCN-35086-LE	\$1,496
Total Due:		\$2,494

ENDO #4 - ADD UNMANNED AIRCRAFT (2) 2021 DJI MAVIC 2 ENTERPRISE ADVANCED #0MVL, #0LDK

Payment Remittance Form

Invoice Due Date: January 15, 2022

Invoice Number	Contribution Due
NRCN-35086-GL	\$998
NRCN-35086-LE	\$1,496
Total Due:	\$2,494

Hays County
Attn: Shari Miller
712 S. Stagecoach Trail, Suite 1063
San Marcos, TX 78666-5534

If the total amount enclosed is not \$2,494, please
use the notes section below to explain:

Amount Enclosed: _____

Please make checks payable to:

Texas Association of Counties Risk Management Pool
Box # 2426
San Antonio, TX 78298-9900

12/16/2021



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Liability Contribution & Coverage Declarations - Amended

Member: Hays County

Coverage Period: November 15, 2021 through November 15, 2022

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

AUTO LIABILITY	Limits of Liability	Deductible Per Occurrence	Contribution	Effective Date of Amendment	Effective Date of Termination
Bodily Injury Liability - Each Person	\$100,000	\$0	\$91,002		
Bodily Injury Liability - Each Accident	\$300,000				
Property Damage Liability - Each Accident	\$100,000				
Included Coverage					
Personal Injury Protection	\$5,000	No deductible	Included		
Optional Coverage					
Uninsured / Underinsured Motorist	\$30k/\$60k/\$25k	\$250	\$10,551		
AUTO LIABILITY CONTRIBUTION			\$101,553		

AUTO PHYSICAL DAMAGE	Limits of Liability	Deductible Per Covered Auto	Contribution	Effective Date of Amendment	Effective Date of Termination
Comprehensive Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$250	\$18,279		
Collision Coverage	The lesser of the Actual Cash Value at time of loss or cost of repair with like kind and quality	\$250			
AUTO PHYSICAL DAMAGE CONTRIBUTION			\$18,279		

GENERAL LIABILITY		Limits of Liability	Deductible Per Occurrence	Contribution	Effective Date of Amendment	Effective Date of Termination
Bodily Injury Liability - Each Person		\$100,000	\$10,000	\$31,228		
Bodily Injury Liability - Each Accident		\$300,000				
Property Damage Liability - Each Accident		\$100,000				
Included Coverage						
Personal and Advertising Injury Liability Per Person Per Offense / Aggregate		\$100,000 \$300,000	\$10,000	Included		
Crisis Management		\$100,000	\$10,000	Included		
Employee Benefits Liability		\$500,000	\$1,000	Included		
Garage Keeper’s Legal Liability		\$50,000	\$1,000	Included		
Optional Coverage						
Unmanned Aircraft	Number of Unmanned Aircraft: 20	Per Endorsement	\$10,000	Included		
GENERAL LIABILITY CONTRIBUTION				\$31,228		

LAW ENFORCEMENT LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Effective Date of Amendment	Effective Date of Termination
Law Enforcement Liability		Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$25,000	\$160,308		
Optional Coverage							
District Judge		04/02/2006	Per Endorsement		\$3,206		
Unmanned Aircraft	Number of Unmanned Aircraft: 20	11/15/2016	Per Endorsement		\$14,996		
Covered Law Enforcement Departments or Agency							
Hays County Attorney's Office Hays County Constable's Offices Hays County Employees Of The District Attorney's Office Hays County Juvenile Probation Department Hays County Sheriff's Office Hays County Juvenile Center Hays County Fire Marshal							
LAW ENFORCEMENT LIABILITY CONTRIBUTION					\$178,510		

PUBLIC OFFICIALS LIABILITY		Retroactive Date	Limits of Liability	Deductible Per Claim	Contribution	Effective Date of Amendment	Effective Date of Termination
Public Officials Liability		Full Prior Acts	\$2,000,000 Per Claim \$2,000,000 Aggregate	\$10,000	\$95,061		
Privacy or Security Event Liability and Expense Coverage		11/15/2017	\$2,000,000 General Aggregate	\$10,000			
Optional Coverage							
District Judge		11/15/2012	Per Endorsement		\$1,901		
District Attorney		11/15/2012	Per Endorsement		\$1,901		

Split Coverage Retroactive Coverage DatesPrivacy or Security Event Liability
and Expense Coverage

05/01/2015

\$1,000,000 General Aggregate

PUBLIC OFFICIALS LIABILITY CONTRIBUTION**\$98,863****TOTAL CONTRIBUTIONS****\$428,433****This is not an invoice. An invoice will be submitted to the Pool Coordinator.**

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Split Retroactive Coverage Dates: Means the period of time between the Split Retroactive Coverage Dates shown on the CCD and the Retroactive Date shown on the CCD.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by  as authorized representative of the Pool on 12/16/2021 in Austin, Texas.

GENERAL LIABILITY

UNMANNED AIRCRAFT ENDORSEMENT

Coverage Agreement – Subject to the limits shown in the Coverage Document, coverage is extended to cover an Unmanned Aircraft, as described in this endorsement.

Section I – Coverage A, 2. EXCLUSIONS, h. Aircraft, Autos or Watercraft is amended to add subsection (7) as follows:

- (7) Bodily Injury or Property Damage arising out of the operation of an Unmanned Aircraft as scheduled below.

Section I – Coverage B, 2. EXCLUSIONS, a. (17) Personal and Advertising Injury is amended to read:

- (17) Arising out of the ownership, maintenance, use or entrustment to others of any Aircraft (except for Unmanned Aircraft, as scheduled below) owned, operated by, rented, loaned to, or borrowed by the Covered Person. This exclusion applies even if the Claims against the Covered Person allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by the Covered Person.

SCHEDULE

Description of Unmanned Aircraft			
Registration No.	Manu. Serial No.	Make and Model	Year Built
FA377NA9P7	01203AB1D000098	LOKI - MK2	2021
2018-CSA-2444- FA34FNYMXC	17TDGAH013W3PX SM6DGCD0010491	DJI - MATRICE M210 DJI - MAVIC ENTERPRISE DUAL	
FA3XYNLMNM	4GCCJ8RR0A0MVL	DJI - MAVIC 2 ENTERPRISE	2021
2018-CSA-2444- FA3TR3TC7N	230156794057492 HV9921291157	SKYDIO - 2 AUTEL ROBOTICS - EVO II 640 T	2020 2021
2018-CSA-2444- FA3LKTRNT3	0TQDF9SBMBW83U 0TQDF9SBMBJ5B2	DJI - TELLO DJI - TELLO	2018
2018-CSA-2444- FA3LKTRNT3	0TQDF9SBMBWCC5 0TQDF7QBMB2BFM	DJI - TELLO DJI - TELLO	2018 2018
FA3TR3PH3X	HV9921291191	AUTEL ROBOTICS - EVO II 640 T	2021
FA377N7EMF	01203AB1D000010	LOKI - MK2	2021
2018-CSA-2444- 0760778- 2018CSA2444C	0TQDF9LBMB2UY5 W130DA12061371 17SDG78013V6JZ	DJI - TELLO DJI - DJI INSPIRE T601 DJI - MATRICE 200	2018 2016 2019
FA3C4YTXKC	W13DEK16060229	DJI - INSPIRE	
FA3XYNHRLX	4GCCJ7LR0A0LDK	DJI - MAVIC 2 ENTERPRISE	2021

FA3LKTNTPC	08QCF8WP123USM	DJI - MAVIC PRO PLATINUM	
2018-CSA-2444- 00A	0G0DF9L0240115	DJI - MATRICE 210	2020

1. Coverage is provided under this Endorsement only if all of the following conditions are met:
 - a. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including but not limited to laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.
 - b. Maintenance and use of the Unmanned Aircraft and Unmanned Aircraft System is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.
2. Coverage under this Endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at such seizure or control) by any person, including but not limited to claims arising while the Unmanned Aircraft is outside the control of the Covered Person by reason of such hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be deemed to have been restored to the control of the Covered Person on the safe return of the Unmanned Aircraft to the Covered Person at an airfield or off-airport location within the Coverage Territory that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).
3. The following definitions apply to this Endorsement:
 - a. Federal Aviation Administration means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.
 - b. Unmanned Aircraft means the aircraft described in the Schedule for this Endorsement.

Other terms in this Endorsement that are capitalized have the same meaning as the meaning assigned to them in the body of the Coverage Agreement.

UNMANNED AIRCRAFT ENDORSEMENT

Section IV – Exclusions, A.1 is amended to read:

- ## SCHEDULE

Law Enforcement Liability UA Endorsement
Board Approved May 28, 2020, Eff October 1, 2020

1. Coverage is provided under this endorsement only if all of the following conditions are met:
 - A. Ownership, maintenance and use of the Unmanned Aircraft complies with all applicable laws, regulations, requirements and guidelines of the Federal Aviation Administration and any other regulatory authority, including laws, regulations, requirements and guidelines concerning obtaining and maintaining any Certificate of Waiver or Authorization or other license, permit, waiver, certificate or other authorization; registration and marking of the Unmanned Aircraft; training, certification and medical condition of the Unmanned Aircraft operator; maintaining visual line of sight by the operator; using a visual observer; approved scope, place and time of operation; maximum speed and altitude of flight; maximum weight of the Unmanned Aircraft (including everything on board); airworthiness, inspection and maintenance of the Unmanned Aircraft and any associated equipment, software or other elements including communication links and components that control or otherwise are used to maintain or operate the Unmanned Aircraft; and preflight familiarization, inspection and actions.
 - B. Maintenance and use of the Unmanned Aircraft and unmanned aircraft system is conducted within the scope of use approved in writing by the Named Member and in accordance with any requirements or guidelines established by the Named Member.
2. Coverage under this endorsement does not apply to claims caused by hijacking or any unlawful seizure or wrongful exercise of control of the Unmanned Aircraft (including any attempt at seizure or control) by any person, including claims arising while the Unmanned Aircraft is outside the control of the Member by reason of a hijacking, unlawful seizure or wrongful exercise of control. The Unmanned Aircraft shall be considered to have been restored to the control of the Named Member on the safe return of the Unmanned Aircraft to the Named Member at an airfield or off-airport location within the Named Member's jurisdiction that is entirely suitable for the operation of the Unmanned Aircraft (such safe return shall require that the Unmanned Aircraft be parked with engines shut down and under no duress).
3. The following definitions apply to this endorsement:
 - A. Federal Aviation Administration means the duly constituted authority of the United States of America having jurisdiction over governmental aircraft operations, or its duly constituted equivalent in any other country.
 - B. Unmanned Aircraft means the aircraft described in the Schedule for this endorsement.

Other terms in this endorsement that are capitalized have the same meaning as the meaning assigned to them in the Coverage Document.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to award a contract for IFB 2022-B01 Duty & Training Ammunition with Parabellum Research and BION SOL LLC.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Gary Cutler

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

On October 5, 2021 the Hays County Commissioners Court approved for the Purchasing Division to solicit bids for IFB 2022-B01 Duty & Training Ammunition. The Purchasing Division received five (5) responsive bids from the following companies:

BION SOL, LLC.
GT Distributors, Inc.
Parabellum Research
Precision Delta Corporation
ProForce Marketing, Inc.

It is staff's recommendation to award only the training ammunition section of the bid to Parabellum Research as the primary vendor and BION SOL, LLC. as the back up vendor should Parabellum be unable to fulfill orders in a timely manner.

Attached:
Parabellum Research Contract
BION SOL, LLC Contract



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2022-B01
Duty & Training Ammunition

Date Issued: October 7, 2021

SOLICITATION

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

12:00 p.m. local time October 28, 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 October 20, 2021

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	Parabellum Research, LLC	Name:	Anthony Mowry
Mailing Address:	396 Millennium Drive Kyle, TX 78640	Title:	CEM
		Email Address:	amowry@pbrammo.com
		Phone No.:	512-668-4351
Signature:		Date:	10/29/2021
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	None, contact respondent		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
	Primary Training	per bid sheet
Vendor:	Ammo Vendor	Term of Contract:
Parabellum Research, LLC		1 year w/ 4 (1-year) renewals
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
	December 21, 2021	

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

Hays County Judge

Date

Hays County Clerk

Date



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2022-B01
Duty & Training Ammunition

Date Issued: October 7, 2021

SOLICITATION

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

12:00 p.m. local time October 28, 2021.

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

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

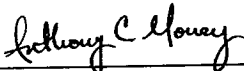
Questions concerning this RFP must be
received in writing no later than 5:00
on October 20, 2021

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	Parabellum Research, LLC	Name:	Anthony Mowry
Mailing Address:	396 Millennium Drive Kyle, TX 78640	Title:	CEM
		Email Address:	amowry@pbrammo.com
		Phone No.:	512-668-4351
Signature: 		Date: 10/29/2021	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:		None, contact 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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Attachment A: IFB 2020-B01 Bid Form

I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

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

Required Forms by Hays County:

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

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

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

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

II. Summary

1. **Type of Solicitation:** Request for Proposals
2. **Solicitation Number:** IFB 2020-B01
Duty & Training Ammunition
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 Respondent Name on the outermost envelope
One (1) original and one (1) digital copy on a thumb drive
Electronic Bid Packets can be submitted through BidNet Direct and one (1) Hard Copy delivered to Hays County Purchasing
5. **Deadline for Responses:** In issuing office no later than:
Thursday, October 28, 2021; 12:00 p.m. Central Time (CT)
6. **Initial Contract Term:** November 2021 – September 2022
7. **Optional Contract Terms:** Four (4), one (1) year renewal options
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 October 20, 2021; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus and ESD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
10. **Addenda** Any interpretations, corrections or changes to this 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

October 7, 2021	Issuance of RFP
October 20, 2021	Deadline for Submission of Questions (5:00 PM CT)
October 28, 2021	Deadline for Submission of Bids (12:00 PM CT) Late bids will not be accepted.
November 2021	Anticipated contract award date

III. Specifications

A. Introduction

Hays County is issuing this Invitation to Bid (IFB) to select one or more vendors to provide Duty & Training Ammunition, new and reloads, as specified in this solicitation. This IFB will be utilized by the Hays County Sheriff's Department, as well as other Hays County Offices.

B. Scope of Work

Hays County is looking to secure a contract with a vendor(s) who can provide remanufactured/reload and/or factory new ammunition. See pricing sheet for additional specification (caliber, grain, etc.) for each of the Hays County Departments. Brand names and numbers, when used are for reference to indicate the character or quality desired, unless specifically stated "No substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

Remanufactured/Reload/Match Ammunition:

- All ammunition must be of composition specified.
- Shell casings are to be of brass or tin composition, No aluminum cases.
- Ammunition to be quoted with brass exchange figured in.
- Thirty (30) day delivery upon notification of order, unless otherwise stated in this bid by the vendor.
- Shipping charges shall be included in pricing.

Factory New Ammunition:

- All ammunition shall be of the brand directly specified under Manufacturer and must be of corresponding product #. If "Any" is indicated, any factory manufacturer may be used; however, the ammunition must be new.
- Shell casings are to be of brass or tin composition. No aluminum cases.
- No reloaded shell casings or remanufactured ammunition.
- Must be in factory cartons/boxes, no ammo cans or bulk packaging.
- No brass credit or brass exchange figured into pricing.
- Forty-five (45) day delivery upon notification of order, unless otherwise stated in this bid by the vendor.
- Shipping charges shall be included in pricing.

C. Qualifications

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

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.
- Have a minimum three years' experience providing ammunition. Proof of experience shall be provided in the form of at least three references.
- Vendors must be authorized by the manufacturer to sell the ammunition specified herein
- Vendors must have all the required licenses, certifications, etc. to sell ammunition.

- In addition, any personnel driving a vehicle on County property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

COMPLIANCE WITH LAWS: The successful vendor shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

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

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

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

D. Pricing

The vendor must provide the cost of duty & training ammunition on the mandatory bid form, Attachment A: IFB 2021-B13 Bid Form. Alternative products and like products shall be priced individually.

Bid forms shall include the following:

- Prices quoted shall be for new products in current production unless otherwise specified.
- Refurbished or discontinued items are offered they shall be clearly identified as such.
- Prices quoted shall be exclusive of any discounts/rebates due to the County. Any discounts/rebates the County may be entitled to should be shown in the discount column and then calculated into the Extended Total.
- In cases where discrepancies are found on the bid form when computing the total price, the unit price prevails.

All prices will be proposed F.O.B. Destination, include all delivery and any additional charges and remain in effect as specified in the bid.

Taxes: Do not include Federal Taxes or State of Texas Limited Sales Excise Tax. Hays County is exempt from payment of such taxes and will issue exemption certificates upon request.

Estimated Quantities: Quantities indicated are estimates for bid award purposes. Vendor shall supply items as per bid and hold the County harmless for increase or decrease in quantities.

Price Increases: Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs (i.e., dramatic increase in petroleum-based products, minimum wage, etc.). Any price increase proposed must be submitted thirty (30) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI), <https://www.bls.gov/cpi/>. Hays County reserves the right to approve or disapprove any request for increased prices.

E. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the proposal electronically to BidNet Direct:

- Mailed or Dropped off Proposals: All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

- One (1) original proposal with required forms manually signed by Respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive
- Electronic Proposals: One of the items below MUST be received by the due date & time
 - Upload proposal with required forms manually signed by Respondent
 - Purchasing Department MUST also receive a hard copy of the proposal

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court. Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

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

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

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

F. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County. The County also reserves the right to acquire items that are part of this solicitation via other sources in compliance with state and federal procurement laws.

The bid award shall be based on but not necessarily limited to, the following factors:

- Unit pricing
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- The quality of the Vendor's goods or services
- Vendor's references

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all products upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be one hundred twenty (120) calendar days.

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

MULTIPLE AWARDS can be made. The County reserves the right to purchase materials from another supplier if the lowest bidder cannot fill an order when needed.

G. Contract Term & Price Redetermination

The term of this contract will begin on the date of award by the Hays County Commissioners Court in November 2021 and be effective through September 30, 2022. Hays County reserves the right to extend this contract annually for a maximum of four (4) additional one (1) year periods.

If applicable, a price redetermination may be considered by Hays County only at the anniversary date of the contract. A request for price increase must be submitted in writing to the Purchasing Manager at least 60 days prior to the expiration of the contract. Until this time, the prices as previously agreed to by both County and Vendor will be considered firm for the initial term. Hays County Commissioners Court reserves the right to accept or reject any/all of the price redetermination, rebid the contract, or use a market survey as it deems to be in the best interest of the County. Hays County reserves the right during the price evaluation period to apply reduced pricing for applicable term. Approved price increases and decreases shall remain firm for the entire re-determination period.

H. Safety & Product Warranty

Safety Warranty: Seller warrants that the product sold to Hays County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event the Seller fails to make the appropriate correction within 10 days, correction made by the County will be at the Seller's Expense.

Product Warranty: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

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 property owner. The property owner shall not pay for services that are unsatisfactory.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the proposal. 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: Invitations for Bid (IFB)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Auditor
712 S Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
 - b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
 - c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.
16. **DISPUTES AND APPEALS:** The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.
17. **MEDIATION:** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
18. **FORCE MAJEURE:** If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.
19. **NON-WAIVER OF DEFAULT:**
- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
 - b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to

show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

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

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

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00

Commercial General Liability (Including Contractual Liability):

General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: Nardis Gun Club

Address: 4215 W Loop 1604 N, San Antonio, TX 78253

Contact Person and Title: Jason Baum, Operations Manager

Phone Number: 210-369-9199

Scope & Duration of Contract: Range Ammunition Supplier to 3 ranges, >3 years

REFERENCE TWO

Company Name: Shoot Smart

Address: 10305 North Freeway Service Rd W East, Fort Worth, TX 76177

Contact Person and Title: Bryan Palmer, Inventory Manager

Phone Number: 817-984-8020 X106

Scope & Duration of Contract: Range Ammunition Supplier to 3 ranges, >3 years

REFERENCE THREE

Company Name: Staccato (STI)

Address: 114 Halmar Cove, Georgetown, TX 78628

Contact Person and Title: Debbie Shannon, Purchasing and Accounts Payable Manager

Phone Number: 512-789-0870

Scope & Duration of Contract: T&E and Manufacturing Ammunition Supplier, >5 years

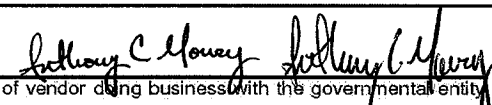
VI. Certificate of Interested Parties

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

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">Parabellum Research, LLC</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;">None at this time</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> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <p style="text-align: center;">  Signature of vendor doing business with the governmental entity </p> </div> <div style="width: 35%; text-align: center;"> <p>10/29/2021</p> <p>Date</p> </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

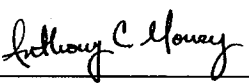
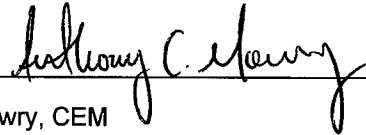
A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

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

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

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

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

SIGNATURE:  
PRINT NAME & TITLE: Anthony Mowry, CEM
COMPANY NAME: Parabellum Research, LLC

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

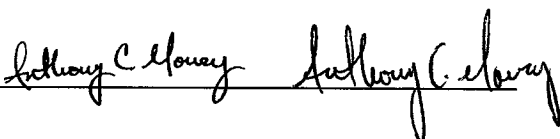
Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

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

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

Please sign for acknowledgement of the Hays County HUB Practices:

 _____ Signature	 10/29/2021 _____ Date
---	---------------------------------



X. Hays County House Bill 89 Verification

I, Anthony Mowry (Person name), the undersigned representative of Parabellum Research, LLC (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:

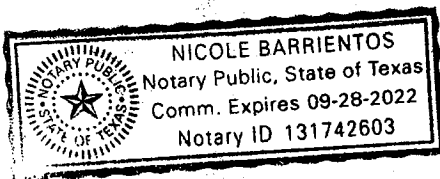
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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.

Anthony C Mowry Anthony C Mowry
Signature of Company Representative

10/29/2021
Date

On this 29 day of October, 2021, personally appeared Anthony Mowry, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Nicole Barrientos
Notary Public in and for the State of Texas

10/29/21
Date

h

XI. Hays County Purchasing Department Senate Bill 252 Certification

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

Parabellum Research, LLC

Company Name

IFB 2022-B01

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Stephanie Hunt


Purchasing Representative

11.2.2021

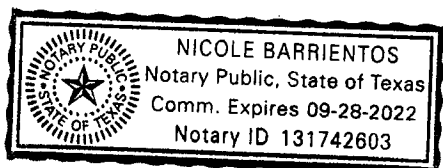
Date

[illegible]

- 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.

	CEM
Signature of Certifying Official	Title of Certifying Official
Anthony C. Mowry	10/29/2021
Printed Name of Certifying Official	Date

SUBSCRIBED and sworn to before me the undersigned authority by Anthony Mowry on this
the day of 29, 2021, on behalf of said Firm.



Notary Public in and for the State of Texas
My commission expires: 9/28/22

XIII. Vendor/Bidder's Affirmation

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

_____ Does not own taxable property in Hays County, or;

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

Parabellum REsaearch, LLC

Name of Contracting Company

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

P126057

 
Signature of Company Official Authorizing Bid/Offer

Anthony Mowry

Printed Name

amowry@pbrammo.com

Email Address

CEM

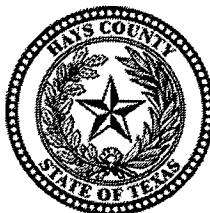
Title

512-668-4351

Phone



XIV. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:
No known relationships in accordance with the above exist at this time

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Parabellum Research

Name of Vendor

Anthony C. Mowry *Anthony C. Mowry* CEM

Signature of Certifying Official Title of Certifying Official

Anthony C. Mowry 10/29/2021

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 grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

h



OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

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

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

October 25, 2021

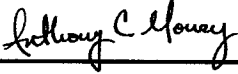
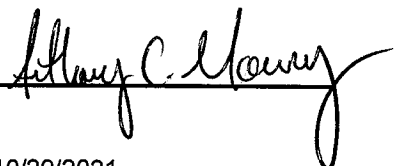
ADDENDUM #1 IFB 2022-B01 Duty and Training Ammunition

Please find attached Addendum #1 to IFB 2022-B01 Duty and Training Ammunition.

In this addendum:

- **Proposal Deadline Extension:**
 - Original Deadline: Thursday, October 28, 2021 @ 12:00 PM (CST)
 - Extension Deadline: Tuesday, November 2, 2021 @ 12:00 PM (CST)

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

	
Signature	
Parabellum Research, LLC	10/29/2021
Company Name	Date

Addendum #1 to IFB 2022-B01 Duty and Training Ammunition
Issue Date: October 25, 2021



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Parabellum Research, LLC
Kyle, TX United States

Certificate Number:
2021-818300

Date Filed:
10/29/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 2022-B01
Duty & Training Ammunition

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Mowr, Harold	Bastrop, TX United States	X	
	Mowry, Anthony	Buda, TX United States	X	

5 Check only if there is NO Interested Party. ☐

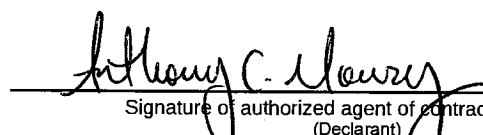
6 UNSWORN DECLARATION

My name is Anthony Mowry, and my date of birth is 01/25/1979.

My address is 219 Grove Lane, Buda, TX, 78610, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hays County, State of Texas, on the 29th day of October, 20 21.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

h



SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2022-B01
Duty & Training Ammunition

Date Issued: October 7, 2021

SOLICITATION

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

12:00 p.m. local time October 28, 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 October 20, 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: **BION SOL LLC**
Mailing Address: **239 Antrim Dr
San Antonio
TX 78218**

CAST 74 LLC
3587 Harfield Rd
Lubbock, TX 79401

Respondent's Authorized Representative

Name: **Ezra Mendez**
Title: **CEO**
Email Address: **ezramendez4@gmail**
Phone No.: **512-787-6173**

Raymond Castelan
President Agent
ray.castelan@hotmail.com
717 575 2096

Signature:

Date:

10-30-21

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

Ezra Mendez
ezramendez4@gmail
512-787-6173

Raymond Castelan
President Agent
717 575 2096
ray.castelan@hotmail.com

NOTICE OF AWARD (To be completed by County)

Funding Source:

Awarded as to item(s):

Secondary Training
Ammo Vendor

Contract Amount:

per bid sheet

Vendor:

BION SOL, LLC

Term of Contract:

1 year w/ 4 (1-year) renewals

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

Date:

December 21, 2021

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



Federal Certifications:

*Service-disabled veteran owned small business- VA certified- SDVOSB

Non-Federal Certifications: South Central Texas Regional Certification Agency is currently certifying for; Historic Underutilized Business (HUB-TX), Minority Business Enterprise (MBE), Veteran Owned Small Business Enterprise (VBE), Emerging Small Business Enterprise (ESBE).

Liability Insured:

Auto:

Bodily injury (each person) - \$1,000,000.0

Bodily injury (each accident) - \$1,000,000.0

Property Damage - \$1,000,000.0

General Liability:

General Aggregate - \$2,000,000.0

Product completed aggregate - \$2,000,000.0

Bodily injury (each accident) - \$2,000,000.0

Property Damage - \$2,000,000.0

Labor Liability:

Workers Compensation – Statutory Requirements

Key Differentiators:

*Pricing

*Experience

*Technical certifications

*Service

*Relationships

*Delivery capacity

*Product assurance

*Item expertise

Performance History, Professional Experience:

CAST74 LLC Performance history includes continued successful dealings with:

1. Chattanooga Shooting Sports, supplying ammunition and FFL capability for over 3 years.
2. MGE wholesale, supplying ammunition and FFL capability for over 3 years.
3. SG ammo, supplying ammunition for over 9 years.

BION Sol LLC and CAST74 LLC's professional experience extend to both military service and civilian experience in handling ammunition and weapon system. Both BION Sol LLC and CAST74 LLC have technical experience in ammunition selection and representation.





BION Sol LLC
239 Antrim Dr.
San Antonio, TX 78218

Phone: 512-787-6173

E-mail: ezramendez.ceo@bionsoltexas.org

Fax: 210-783-9456

Website: www.bionsoltexas.org

What We Believe: BION Sol LLC believes each customer's needs are unique and requires an individual customized approach and solution. At BION Sol LLC, our goal is to provide expert services in facility support through our; multiple services, our partners and platforms to support private, local, state and federal sectors. BION Sol LLC aims to provide your agency with assurance and quality in the products and services to meet your mission needs.

What We Do: BION Sol LLC is a Service-Disabled Veteran Owned Company (SDVOB), Small Disadvantaged Business (SDB), Minority Owned Business (MOB), providing facility support in the following industry categories:

Capabilities:

- *Facility support services and staffing
- *Ammunition handling and quality control
- *Equipment & materials inspection and testing

Partners Of BION Sol LLC: CAST74 LLC, Federal Firearms License (FFL) 07 (manufacturer); Special Occupational Taxpayer (SOT Class 2); U.S. Army Veteran, former member of the Auxiliary Security Force (ASF) and Special Response Team (SRT). Serving multiple weapon systems: Heckler and Koch MP5 (all variants), UMP (all variants), G36, G3, G33/53, AR15/M4/M16 platform, M1A/M14, Remington 700 platform, Remington 870, Mossberg 500/590/930, UZI, CZ, IWI, M240, M249 (MK46), Glock, Smith and Wesson, M1911, SIG, Beretta, Benelli, FN, and various other makes/models/manufacturers.

NAICS CODE

- *561210- Facility support services
- *561499- All other business support services
- *333999- All other miscellaneous general purpose
- *423910- Sporting and recreational Goods and Supplies

PSC CODE

- *R497- Support-Professional, personal services
- *H113- Quality control ammunition and explosives
- *H213- Equipment and materials testing- ammunition and explosives
- *H313- Inspection- ammunition and explosives
- *H913- Other quality control testing and inspection- ammunition and explosives
- *L013- Technical representative- ammunition and explosives
- *1395-Miscellaneous ammunition
- *1398- Specialized ammunition handling and servicing equipment

Business Registrations:

Cage Code: 8Y2S4

Duns Number: 117855300





SOLICITATION, OFFER AND AWARD

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

**Solicitation No.: IFB 2022-B01
Duty & Training Ammunition**

Date Issued: October 7, 2021

SOLICITATION

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

12:00 p.m. local time October 28, 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 October 20, 2021

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

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

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	BION SA LLC	Name:	Ezra Mendez
Mailing Address:	239 Antrim Dr San Antonio TX 78218	Title:	CEO
	AST 74 LLC 3587 Hartfield Rd La Brea, TX 78021	Email Address:	ezramendez4@gmail
		Phone No.:	512-787-6173
Signature:	<i>[Signature]</i>	Date:	10-30-21
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Ezra Mendez Ezra Mendez 40@gmail 512-787-6173		Raymond Castine President Agent 717 575 2096 ray.castine@hotmail.com

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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Attachment A: IFB 2020-B01 Bid Form	

I. IFB Submittal Checklist

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

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

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

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

Required Forms by Hays County:

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

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

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

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

II. Summary

- 1. Type of Solicitation:** Request for Proposals
- 2. Solicitation Number:** IFB 2020-B01
Duty & Training Ammunition
- 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 Respondent Name on the outermost envelope
One (1) original and one (1) digital copy on a thumb drive
Electronic Bid Packets can be submitted through BidNet Direct and one (1) Hard Copy delivered to Hays County Purchasing
- 5. Deadline for Responses:** In issuing office no later than:
Thursday, October 28, 2021; 12:00 p.m. Central Time (CT)
- 6. Initial Contract Term:** November 2021 – September 2022
- 7. Optional Contract Terms:** Four (4), one (1) year renewal options
- 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 October 20, 2021; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus and ESDS websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESDS websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

10. Addenda

Any interpretations, corrections or changes to this 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

October 7, 2021	Issuance of RFP
October 20, 2021	Deadline for Submission of Questions (5:00 PM CT)
October 28, 2021	Deadline for Submission of Bids (12:00 PM CT) Late bids will not be accepted.
November 2021	Anticipated contract award date

III. Specifications

A. Introduction

Hays County is issuing this Invitation to Bid (IFB) to select one or more vendors to provide Duty & Training Ammunition, new and reloads, as specified in this solicitation. This IFB will be utilized by the Hays County Sheriff's Department, as well as other Hays County Offices.

B. Scope of Work

Hays County is looking to secure a contract with a vendor(s) who can provide remanufactured/reload and/or factory new ammunition. See pricing sheet for additional specification (caliber, grain, etc.) for each of the Hays County Departments. Brand names and numbers, when used are for reference to indicate the character or quality desired, unless specifically stated "No substitutes".

Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.

Remanufactured/Reload/Match Ammunition:

- All ammunition must be of composition specified.
- Shell casings are to be of brass or tin composition, No aluminum cases.
- Ammunition to be quoted with brass exchange figured in.
- Thirty (30) day delivery upon notification of order, unless otherwise stated in this bid by the vendor.
- Shipping charges shall be included in pricing.

Factory New Ammunition:

- All ammunition shall be of the brand directly specified under Manufacturer and must be of corresponding product #. If "Any" is indicated, any factory manufacturer may be used; however, the ammunition must be new.
- Shell casings are to be of brass or tin composition. No aluminum cases.
- No reloaded shell casings or remanufactured ammunition.
- Must be in factory cartons/boxes, no ammo cans or bulk packaging.
- No brass credit or brass exchange figured into pricing.
- Forty-five (45) day delivery upon notification of order, unless otherwise stated in this bid by the vendor.
- Shipping charges shall be included in pricing.

C. Qualifications

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

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.
- Have a minimum three years' experience providing ammunition. Proof of experience shall be provided in the form of at least three references.
- Vendors must be authorized by the manufacturer to sell the ammunition specified herein
- Vendors must have all the required licenses, certifications, etc. to sell ammunition.

- In addition, any personnel driving a vehicle on County property shall have the appropriate valid driver's license and have or exceed minimum statutory insurance requirements.

COMPLIANCE WITH LAWS: The successful vendor shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

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

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

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

D. Pricing

The vendor must provide the cost of duty & training ammunition on the mandatory bid form, Attachment A: IFB 2021-B13 Bid Form. Alternative products and like products shall be priced individually.

Bid forms shall include the following:

- Prices quoted shall be for new products in current production unless otherwise specified.
- Refurbished or discontinued items are offered they shall be clearly identified as such.
- Prices quoted shall be exclusive of any discounts/rebates due to the County. Any discounts/rebates the County may be entitled to should be shown in the discount column and then calculated into the Extended Total.
- In cases where discrepancies are found on the bid form when computing the total price, the unit price prevails.

All prices will be proposed F.O.B. Destination, include all delivery and any additional charges and remain in effect as specified in the bid.

Taxes: Do not include Federal Taxes or State of Texas Limited Sales Excise Tax. Hays County is exempt from payment of such taxes and will issue exemption certificates upon request.

Estimated Quantities: Quantities indicated are estimates for bid award purposes. Vendor shall supply items as per bid and hold the County harmless for increase or decrease in quantities.

Price Increases: Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs (i.e., dramatic increase in petroleum-based products, minimum wage, etc.). Any price increase proposed must be submitted thirty (30) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI), <https://www.bls.gov/cpi/>. Hays County reserves the right to approve or disapprove any request for increased prices.

E. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the proposal electronically to BidNet Direct:

- **Mailed or Dropped off Proposals:** All items must be in a sealed envelope marked with the Solicitation Number and Respondent Name on the outermost envelope.

- One (1) original proposal with required forms manually signed by Respondent with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive
- Electronic Proposals: One of the items below MUST be received by the due date & time
 - Upload proposal with required forms manually signed by Respondent
 - Purchasing Department MUST also receive a hard copy of the proposal

LATE SUBMITTALS WILL NOT BE ACCEPTED.

Submittals may be withdrawn at any time prior to the official opening. After the official opening, submittals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Office and the approval of Commissioners Court. Submittals will be publicly opened at the Office of the Hays County Auditor upon the deadline for submittal. Respondents, their representatives and interested persons may be present. It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County.

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

FORMS: Changes to forms herein, made by respondents, shall disqualify the respondent. Proposals cannot be altered or amended after submission deadline.

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

F. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County. The County also reserves the right to acquire items that are part of this solicitation via other sources in compliance with state and federal procurement laws.

The bid award shall be based on but not necessarily limited to, the following factors:

- Unit pricing
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- The quality of the Vendor's goods or services
- Vendor's references

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all products upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be one hundred twenty (120) calendar days.

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

MULTIPLE AWARDS can be made. The County reserves the right to purchase materials from another supplier if the lowest bidder cannot fill an order when needed.

G. Contract Term & Price Redetermination

The term of this contract will begin on the date of award by the Hays County Commissioners Court in November 2021 and be effective through September 30, 2022. Hays County reserves the right to extend this contract annually for a maximum of four (4) additional one (1) year periods.

If applicable, a price redetermination may be considered by Hays County only at the anniversary date of the contract. A request for price increase must be submitted in writing to the Purchasing Manager at least 60 days prior to the expiration of the contract. Until this time, the prices as previously agreed to by both County and Vendor will be considered firm for the initial term. Hays County Commissioners Court reserves the right to accept or reject any/all of the price redetermination, rebid the contract, or use a market survey as it deems to be in the best interest of the County. Hays County reserves the right during the price evaluation period to apply reduced pricing for applicable term. Approved price increases and decreases shall remain firm for the entire re-determination period.

H. Safety & Product Warranty

Safety Warranty: Seller warrants that the product sold to Hays County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event the Seller fails to make the appropriate correction within 10 days, correction made by the County will be at the Seller's Expense.

Product Warranty: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

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 property owner. The property owner shall not pay for services that are unsatisfactory.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the proposal. 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: Invitations for Bid (IFB)

1. GENERAL DEFINITIONS:

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

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

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

4. INVOICING/PAYMENTS:

- a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Auditor
712 S Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

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

12. CHANGES:

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

13. REPRESENTATIONS:

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

14. SUBCONTRACTS:

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

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
 - b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
 - c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.
16. **DISPUTES AND APPEALS:** The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.
17. **MEDIATION:** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
18. **FORCE MAJEURE:** If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.
19. **NON-WAIVER OF DEFAULT:**
- a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
 - b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
20. **TERMINATION FOR DEFAULT:** Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to

show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

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

26. CONTRACTOR CLAIMS NOTIFICATION:

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

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

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

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

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

31. INTERPRETATION OF CONTRACT:

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

- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

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

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

- 34. INSURANCE AND LIABILITY:** During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
- a. Name County as additional insured as its interests may appear.
 - b. Provide County a waiver of subrogation.
 - c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
 - d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
 - e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	

General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00
Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
Excess Liability:	
Umbrella Form	Not Required
Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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

REFERENCE ONE

Company Name: Chattanooga Shooting Sports
Address: 2600 Walker Road Chattanooga, TN 37421
Contact Person and Title: MH Stansell (sales rep.)
Phone Number: 423-894-3007 ext. 507
Scope & Duration of Contract: FFL 3+ years
AMMO

REFERENCE TWO

Company Name: MGE Wholesale
Address: 5021 Mimitz PKWY South Bend, IN 46628
Contact Person and Title: Andrew Fry
Phone Number: 800-734-5965 x 104
Scope & Duration of Contract: FFL/AMMO 3+ years

REFERENCE THREE

Company Name: SG AMMO
Address: 8215 S. Perkins Road Stillwater, OK 74074
Contact Person and Title: Sam Gombert
Phone Number: 405-614-1418
Scope & Duration of Contract: AMMO 9+ years

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

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div>	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed.		
<div style="border-bottom: 1px solid black; width: 30%; margin: 0 auto;"></div> Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.		
<p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </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.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> Signature of vendor doing business with the governmental entity </div> <div style="width: 35%; text-align: right;"> <div style="border-bottom: 1px solid black; width: 100%;"></div> Date </div> </div>		

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE

PRINT NAME & TITLE:

COMPANY NAME:

Era Mendez CEO

BLOW SOL LLC

Raymond Castella, Resident Agent
CAST 74 LLC

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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


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

3. GUIDELINES

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

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

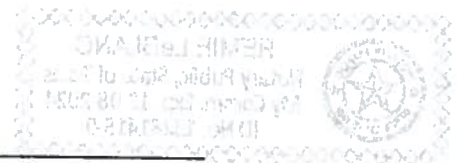
Please sign for acknowledgement of the Hays County HUB Practices:



Signature

10-30-21

Date



X. Hays County House Bill 89 Verification

I, Ezra Mendez / Raymond Casteline (Person name), the undersigned representative of
BION SOL LLC / Ast 774 LLC (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



10-30-21

Date

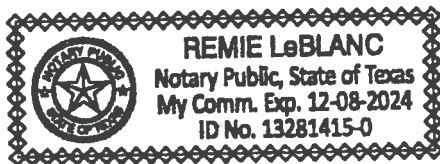
On this 30 day of October, 2021, personally appeared Ezra Mendez / Raymond Casteline, the
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL


Notary Public in and for the State of Texas

10-30-2021

Date



XI. Hays County Purchasing Department Senate Bill 252 Certification

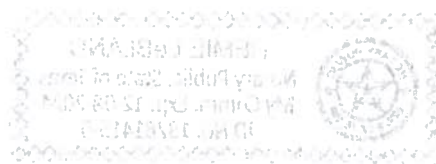
On this day, I, Stephanie Hunt the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies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

BION SOI LLC
Company Name

IFB 2022-B01
RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:
Stephanie Hunt
Purchasing Representative

11.2.2021
Date



XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- 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;
- 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;
- 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;
- Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

BION Sol LLC / CAST 74 LLC

Name of Firm

[Signature]

Signature of Certifying Official

CEO / Resident Agent

Title of Certifying Official

Ezra Mendez / Raymond Gustine

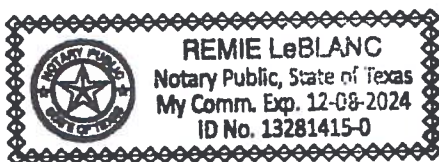
Printed Name of Certifying Official

Date

10-30-2021

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 Ezra Mendez / Raymond Gustine on this 30 the day of October, 2021, on behalf of said Firm.



[Signature]

Notary Public in and for the State of Texas

My commission expires: 12-08-2024

XIII. Vendor/Bidder's Affirmation

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

☒ Does not own taxable property in Hays County, or;

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

BIDUSOL LLC

CAST 74 LLC

Name of Contracting Company

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

[Signature]
Signature of Company Official Authorizing Bid/Offer

Evan Mueler

Printed Name

Raymond Casteline

CEO

Title

Resident Agent

evan.mueler@gmail.com

Email Address

ray.casteline@hotmail.com

512-787-6173

Phone

717 575 2096

XIV. Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

BION SOL LLC / CAST 74 LLC
 Name of Vendor
[Signature] [Signature]
 Signature of Certifying Official Title of Certifying Official
Eric Under Raymond Gethers
 Printed Name of Certifying Official Date
10-30-21

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.



Ezra Mendez CEO
BION Sol LLC,
512-787-6173
Ezramendez.ceo@bionsoltexas.org
239 Antrim Dr. San Antonio TX, 78218

Date: 11/1/2021
To: Purchasing office, Hays County
From: Ezra Mendez, BION Sol LLC
Subject: Duty and Training ammunition

Letter of intent to bid:

Notice ID: IFB 2022-B01

Place of Performance: Hays County Texas

Hello purchasing officer,

My name is Ezra Mendez and I am the owner and operator of a new Service-Disabled Veteran Owned Business (SDVOB), "BION Sol LLC". For the purpose of this proposal, "BION Sol LLC" has entered into a partnership with "CAST74 LLC" to complete this opportunity. This is an intent to bid for the Notice IFB 2022-B01. This document describes the following:

1. **Introduction and certification**
2. **Partners**
3. **Intention**
4. **Services provided for IFB 2022-B01**
5. **Qualifications**
6. **Ammunition Discrepancy**
7. **Discrepancy Solutions**
8. **Ammunition Quantity Determination**
9. **Pricing Composition**
10. **Warranty and Performance**
11. **Award Payments**
12. **Funding Award and Compliance**
13. **Pricing**
14. **Insurance**
15. **Ammunition Selection**
16. **Delivery**
17. **Additional Expectations**

Attached additionally, are all required forms and notarized documentation (including Form-A) for this response package. Along with a statement of capabilities for BION Sol LLC in relation to this award.





Ezra Mendez CEO
BION Sol LLC,
512-787-6173
Ezramendez.ceo@bionsoltexas.org
239 Antrim Dr. San Antonio TX, 78218

Introduction and Certifications:

BION Sol LLC is a Service-Disabled Veteran Owned Business (SDVOB) certified by the VA (found on Vetbiz.com). Currently awaiting certifications from South Central Texas Regional Certification Agency; Small Disadvantaged Business (SDB), Minority Owned Business (MOB), Hispanic American Business Enterprise (HABE), Minority Business Enterprise (MBE), Small Disadvantaged Business (SDB), Emerging Small Business Enterprise (ESBE), Veteran Owned Business Enterprise (VBE), Disabled Individual Business Enterprise (DIBE), Service-Disabled Veteran Owned Business (SDVOB). BION Sol LLC's current partner company for this contract proposal is "CAST74 LLC". BION Sol LLC and CAST74 LLC have a partnership agreement for the purpose of this proposal. BION Sol LLC specializes in many aspects. Among them, is the effectiveness of product acquisition and facility support services. BION Sol LLC is currently awaiting its HUB certification approval from the South-Central Texas Regional Certification Agency. As per item number 3 Hub requirement, Ezra Mendez has submitted BION Sol LLC's paper work for HUB certification. And fully anticipates certification approval prior to award. BION Sol LLC's cage code and Duns numbers respectively are; 8Y2S4, 117855300.

Partner:

CAST74 LLC, Federal Firearms License (FFL) 07 (manufacturer); Special Occupational Taxpayer (SOT Class 2); U.S. Army Veteran, former member of the Auxiliary Security Force (ASF) and Special Response Team (SRT). Serving multiple weapon systems: Heckler and Koch MP5 (all variants), UMP (all variants), G36, G3, G33/53, AR15/M4/M16 platform, M1A/M14, Remington 700 platform, Remington 870, Mossberg 500/590/930, UZI, CZ, IWI, M240, M249 (MK46), Glock, Smith and Wesson, M1911, SIG, Beretta, Benelli, FN, and various other makes/models/manufacturers. CAST74 LLC brings a successful history for providing ammunition sales for the current bid award.

Intention:

BION Sol LLC and partner intend to perform the task of acquiring the requested training and duty ammunition. Both new and reloaded ammunition will be available for purchase. The ammunition will be within the specification ranges listed on the solicitation. BION Sol LLC and partner intend to offer quality control, testing, inspection and specialized ammunition handling services.

Services for IFB 2022-B01:

BION Sol LLC and Partner will be providing services in the aspect of; providing remanufactured and new ammunition, ammunition testing, inspection, delivery, handling and quality control for Hays County. PSC codes as followed: R497, H113, H213, H313, H913, L013, 1395, 1398. BION Sol LLC will purchase additional rounds from manufacture to test for any ammunition discrepancies. Upon delivery, BION Sol LLC will provide an ammunition discrepancy list to include; how many rounds were tested and evaluated, weapon systems used to evaluate,





Ezra Mendez CEO
BION Sol LLC,
512-787-6173
Ezramendez.ceo@bionsoltexas.org
239 Antrim Dr. San Antonio TX, 78218

number of failures to fire, number of failures to eject. Also included will be a quality check sheet to describe the physical quality of inspected ammunition.

Qualifications:

BION Sol LLC and partner have the ability to acquire the desired ammunition. BION Sol LLC and partner are able to meet the delivery demands as stated in the solicitation. BION Sol LLC and partner have the means to hold and deliver the amounts needed. BION Sol LLC will have the required certifications to sell the ammunition. Ezra Mendez has submitted paperwork for BION Sol LLC through the Texas Comptroller for sale and resale registration, confirmation number DLN-21298940658. Partner company currently holds proper sales and resale certification. The personnel delivering the ammunition will maintain a proper driver's license and have the statutory insurance amounts as listed in item number 34 of solicitation. BION Sol LLC has adequate financial resources to obtain proposed ammunition quantity. BION Sol LLC and partner have the adequate materials for storage and evaluation.

BION Sol LLC's partner CAST74 LLC bring sufficient past performance. Performance history for statement of work is submitted on the vendor document, attached to this solicitation response. Past performance greatly exceeds the 3-year minimum of ammunition sales and support.

Ammunition Discrepancy:

Currently the market does not have in stock 6 of the stated ammunitions listed in From-A. Those are: [90grn 9mm federal], [125grn 40SW Hornady], [8 pellet 12ga federal controlled flight], [45 auto 155gr Hornady], [.223 remington 45gr federal], .

Solution to Discrepancy:

Other companies have similar or comparable products to the ones requested. If allowed, BION Sol LLC can supply similar ammunition from another manufacture to meet this demand. Substitutions are listed in the attached Form-A.

Ammunition Quantity Determination:

Ammunition quantity determination for this proposal was gathered from the combination of: Form-A, the responses from questions and the 5% projected value from year 2020. BION Sol LLC's proposed estimated amount of needed ammunition is for a quantity of; ~252,800 total rounds.

Ammunition breakdown estimate: 99,000 (9mm), 44,000 (40 cal), 14,200 (45 acp), 74,000 (.223), 7,000 (5.56) [to yield 81,000 rounds for 5.56/.223], 4,000 [.308], 10,600 [12ga].





Ezra Mendez CEO
BION Sol LLC,
512-787-6173
Ezramendez.ceo@bionsoltexas.org
239 Antrim Dr. San Antonio TX, 78218

Price Composition:

Product and ammunition prices are expected to rise in the coming months, however the prices listed in this proposal are of values that will be honored for the duration of contract award year 2022. All prices stated include all of BION Sol LLC services fees, cost of ammunition from supplier, cost of supplier shipping (*no taxes will be added to the cost to Hays County*). BION Sol LLC service fees include work and services, such as: product finding, transportation, acquiring, testing, storing, employee cost, equipment cost, inspection and quality control, loading and unloading, handling and delivery to F.O.B. Total selected for each stated caliber, grain and manufacture are stated later in later section "*Ammunition*". Detailed pricing will be listed in the "*Pricing*" section. No taxes shall or will be charged to Hays County for this contract award.

Warranty and Performance:

Each ammunition manufacture has their own product warranty. On delivery of products, the manufactures warranty will be included. BION Sol LLC and partner do not offer warranty for the products delivered. BION Sol LLC and partner do guarantee the product delivery to F.O.B. BION Sol LLC and partner assure Hays County that upon contract award, all services listed in this proposal will be completed. And the listed statement of work found in IFB 2022-B01 will be completed for the duration of the awarded contract term. BION Sol LLC and partner understand that failure to complete stated and agreed upon work can be a basis for contract award termination. BION Sol LLC and partner will maintain successful compliance with all applicable federal, state, and local laws and regulations pertaining to the duties under this proposal.

Award Payments:

BION Sol LLC will provide all forms required, to include; W-9 and Tax id number. And will be compliant with the Internal Revenue Code and its rules and regulations prior to payable funds being released. Invoices will include: the name, address, telephone number, company name, contract purchase number, products and services (outlined in this contract award), quantities, unit price, total amounts, and any additional payment information. All payments will be made to BION Sol LLC (Ezra Mendez CEO of BION Sol LLC).

BION Sol LLC offers a discounted price for on time payments made [*discounted amounts are listed later in the pricing section of this document*]. Payment shall and will be deemed paid by the date mailed of the of the check or warrant. On each payment mailed, Hays County will provide a completed order form that shows; successful delivery of products, a product satisfactory statement and the date the payment was mailed. Ontime payments will be deemed on time if paid within 5 business days after delivery of product and services. If payments are made after the 5th business day, the price will be the non discounted price that was agreed upon in the contract award. Any accrual and payment of interest of any overdue payments shall and will be governed by Tex. Gov't Code Ann., ch. 2251.





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Funding Award and Compliance:

BION Sol LLC expects that the estimated BID value will be for the complete duration of the current award year. BION Sol LLC understands that Hays County will enter into this agreed contract based on, that current budget funds available are able to cover the contract cost agreed upon. If it be the case, that available funds are diminished during the contract award. Hays County agrees to pay BION Sol LLC in full for only the services and products provided up until either; the completion of the contract award, or the point of reduction of available budget funds to complete the award year. If Hays County is unable to pay for products and services, Hays County will allow BION Sol LLC and partner the option to recover the non paid for delivered products. If budget funds are not available to meet agreed contract after award is granted, Hays County will not hold BION Sol LLC or partner responsible for any future products or services until budget funds are available once again. BION Sol LLC and partner agree to hold selected and or reserved products for the sole purchase for Hays County. And will not distribute any product to another agency that has been set aside for Hays County use for this award, for the duration of fiscal year 2022.

During contract award, Hays County will not hold BION Sol LLC or partner liable for any ammunition manufacture that stops selling or producing desired ammunition. Hays County understands that BION Sol LLC and partners ability to purchase ammunition are based on current market availability. During the contract award, if the selected product manufacturing is halted; BION Sol LLC and partner will communicate this occurrence immediately with Hays County and discuss and agree on any proper product substitutions. If ammunition production is halted due to conditions outside of BION Sol LLC's control, Hays County will maintain BION Sol LLC and partners in good faith and standing.

BION Sol LLC and partner fully intent to comply with all state and federal regulations, and all agreed upon contract conditions.

BION Sol LLC and partner fully anticipates the completion of all orders and products to Hays County. BION Sol LLC and partner will maintain open and constant communication with the purchasing office of Hays County (*to include other designated governing bodies of the contract award*).

Pricing:

As it relates to item 33. BION Sol LLC fully anticipates to increase pricing in accordance with the cost increase of inflation (current inflation value is set at 5.8%). BION Sol LLC has maintained a competitive cost per total round for Hays County. No taxes have been added or will be added to contract amount. Total rounds that have been estimated to be needed are 252,800 (*the total round determination is not final and can be altered to meet Hays County's needs*).

The total rounds and the price are both estimated values. For the estimated total amount of rounds, BION Sol LLC has estimated a cost of \$221,585. The estimated determination is able to be negotiated and modified before award agreement is given. Total cost per round at current estimated value is \$0.87 per round. If contract is awarded and completed through the





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4-year term, BION Sol has estimated both the total yearly ammunition needed and price adjusted to accommodate the current inflation value. BION Sol LLC anticipates to submit within the 45 calendar days any price increase determination, upon contract renewal. Prices offered and agreed upon will remain firm for the period of the contract. Should the County choose to continue to use the services of BION Sol LLC, the price agreed upon for option years will remain firm unless industry wide changes are made and out of the control of BION Sol LLC. If any changes do occur, BION Sol LLC will provide documentation to Hays County substantiating the changes.

Attached on Form-A is the price break down; per caliber, per grain and per round. Form-A shows the cost per round for discounted amount and non discounted amount. All prices include BION Sol LLC services and shipping. And have been broken down to a per round price.

Note: Some ammunition substitutions can lower total estimated values. On Form-A, the cost difference will be shown. If substitutions are considered for this contract, the estimated value will be adjusted to reflect the new substituted estimated cost.

Note: Current listed estimated total is for non discounted prices. Estimating that each payment is made on time, will yield; an estimated contract amount of \$206,724. This estimated value yields an approximate total cost per round at \$0.82 cents per round. BION Sol LLC fully anticipates that each payment will be made on time and that the agreed contract total will reflect that associated value.

Insurances:

BION Sol LLC anticipates to be insured for each of the amounts listed in proposal, page 17 item. BION Sol LLC will maintain insurance and provide proof of insurance in accordance with item number 34. Upon award of contract, BION Sol LLC shall and will acquire the insurance amounts desired before any work is performed.

BION Sol LLC is fully able to be bonded and expects full bonding on contract award. As per item number 13, C.

Ammunition:

After type and quantity have been stated and agreed upon. BION Sol LLC will begin acquiring the desired ammunition. After arrival of ammunition, BION Sol LLC will; separate and check that each rounds delivered meet quality standards, make ammunition checks to denote that proper ammunition has been delivered. Ammunition lists are on Form-A.

For new training and duty ammunition, BION Sol LLC will use the selected list from Form-A and the agreed substitutions list. If for any reason the requested manufacture is ceases to produce, stops production, unable to manufacture ammunition. BION Sol LLC will contact the purchasing officer (or other contract governing bodies) of Hays County and inform them.

For training ammunition, BION Sol LLC will be able to select from multiple manufactures in order to fill large quantity demands for training ammunition. Some manufactures may not have the large quantity needed to fill the demand. In the case of ammunition shortage from





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initial manufacture, BION Sol LLC will be able; to contact Hays County purchasing officer and inform them of ammunition shortage, projected manufacture resupply, and use preselected list of manufactures for training ammunition selection. List for supplemental training and duty ammunition manufactures:

-Green County ammo	-Lawman	-Magtech
-Lax ammunition	-Sinterfire	-Winchester
-Freedom Munitions	-Sterling	-PMC
-Anatolian	-Nobel Sport	-Star
-Lone Star Munitions	-Sellier & Ballot	-Norma
-Southern Munitions	-Fiocchi	-Oak Island
-MCS	-TNT munitions	-Insurgent
-Underwood	-Sentinel precision	

BION Sol LLC will complete the ammunition amount requested. And will perform to the best of its ability, to provide Hays County with all ammunition required. BION Sol LLC will maintain open communication with the purchasing officer for all national ammunition shortages and industry changes.

BION Sol LLC has been able to find adequate manufacture substitutions that will be able to both; provide Hays County with the desired ammunition and save on their costs.

Delivery:

I Ezra Mendez CEO of BION Sol LLC will deliver the ammunition to the desired location personally. BION Sol LLC will be present on each drop off. On availability BION Sol LLC's partner will also be present for delivery. The delivery will be made to the address listed in proposal or to the address stated from purchasing officer.

Deliveries will be taken to address listed on proposal or location stated by Hays County purchasing officer.

BION Sol LLC understands that deliveries can fall on weekends and or holidays. BION Sol LLC will commit to meet the times and dates for Hays County. BION Sol LLC agrees to notify Hays County when to expect arrivals, as soon as BION Sol LLC is aware of when the delivery will be performed.

Additional Expectations:

If contract award is granted to BION Sol LLC and partner, Hays County can expect; prompt and continued communication through contract award, timely responses to request, timely delivery, professional appearance, accurate contact information, competitive prices and services, timely invoices and contract compliance. As per item number 11.B; BION Sol LLC will comply in a manner 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.





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BION Sol LLC and partner do not anticipate any discrepancies or any action to be performed that would put in jeopardy the current contract or any future relationships between contracted parties. BION Sol LLC and partner do not anticipate any defaults on contract award. BION Sol LLC agrees and understands all sections under item numbers 11, 12 and 13 will be complied with. No subcontractors will be utilized during this contract award. BION Sol LLC understands and will respond with a written notice to any disputes over contract document, notice or correspondence to the "Purchasing Manager" or other authorized County persons.

BION Sol LLC and partner will not provide any gratuity for securing future contracts. BION Sol LLC and partner fully anticipate our capabilities, prices and past performance to be the grounds used for future contract determinations.

BION Sol LLC and partner state that no person or selling agency has been retained to solicit this contract for any contingent fee.

BION Sol LLC will maintain and have available any cost, books, expenses both direct and indirect. All books will be able to be viewed by audit and kept for a duration of 3 years post contract term.

BION Sol LLC and partner state and certifies that at the time of this submission neither party are on the Federal Governments Excluded Parties List System.

BION Sol LLC states that it holds indemnify the county from consequences of contactors actions. Ezra Mendez in regards to BION Sol LLC has completed the electronic Form 1295 of the Texas Ethics commission.

END OF PROPOSAL

This completes BION Sol LLC and partners bid to IFB 2022-B01. Additional documents are attached to this submission. For any questions, please reach out to the listed POC on this form for BION Sol LLC. Listed POC is Ezra Mendez, contact information is listed at the header of the document and at the bottom of this page.

BION Sol LLC looks forward to providing our services to Hays County. We pray our services meet your mission's needs.

Very Respectfully,
Ezra Mendez CEO BION Sol LLC

Company name: BION Sol LLC
Address: 239 Antrim Dr. San Antonio TX, 78218
BION Sol LLC point of contact: Ezra Mendez
Best phone number: 512-787-6173
Email: ezramendez.ceo@bionsoltexas.org
Key personnel for BION Sol LLC: Ezra Mendez

Signature of BION Sol LLC POC

Date: 11-1-2021



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2021-815765

Date Filed:
10/21/2021

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BION Sol LLC
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 2022-B01
Hays County Police Training and Duty ammunition

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Ezra, Mendez	San Marcos , TX United States	X	

5 Check only if there is NO Interested Party. ☐

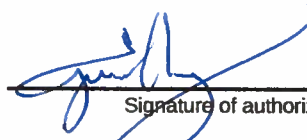
6 UNSWORN DECLARATION

My name is Ezra Mendez, and my date of birth is Dec 21 1985.

My address is 239 Antrim Dr., San Antonio, TX, 78218, TEXAS.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of Texas, on the 21 day of October, 2021.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

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

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

October 25, 2021

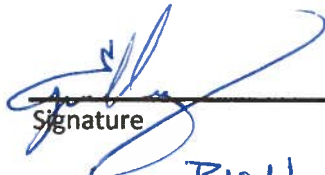
ADDENDUM #1 IFB 2022-B01 Duty and Training Ammunition

Please find attached Addendum #1 to IFB 2022-B01 Duty and Training Ammunition.

In this addendum:

- **Proposal Deadline Extension:**
 - Original Deadline: Thursday, October 28, 2021 @ 12:00 PM (CST)
 - Extension Deadline: Tuesday, November 2, 2021 @ 12:00 PM (CST)

Acknowledge receipt of this addendum by signing and returning this page with your proposal.


Signature

BION Sol LLC
Company Name

Nov-2-2021
Date

Addendum #1 to IFB 2022-B01 Duty and Training Ammunition
Issue Date: October 25, 2021



OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

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

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

October 26, 2021

ADDENDUM #1
IFB 2022-B01 Duty & Training Ammunition

Please find attached Addendum #1 to IFB 2022-B01 Duty & Training Ammunition.

Attachments to this addendum:

- Questions & Answers
- Updated Attachment A – Bid Form

Acknowledge receipt of this addendum by signing and returning this page with your proposal.


Signature

BION SOL LLC
Company Name

Nov-1-2021
Date

Addendum #1 to IFB 2022-B01 Duty & Training Ammunition
Issue Date: October 26, 2021

Addendum #1
IFB 2022-B01 Duty & Training Ammunition

Questions & Answers:

1. Provided that the specifications are met for the type of ammunition being bid, will you please clarify if alternate manufacturers may be used for other than what are listed on the bid form?
 - *Per B. Scope of Work, it states: Alternate items of the same quality will be considered, provided your offer clearly describes the article. Offers for alternate items shall state the brand and number, or level or quality. When the bidder does not state brand, or level of quality, it is understood the offer is exactly as specified.*
 - *Per D. Pricing: The vendor must provide the cost of duty & training ammunition on the mandatory bid form, Attachment A: IFB 2021-B13 Bid Form. Alternative products and like products shall be priced individually. Utilize Attachment A: IFB 2021-B13 Bid Form section Alternative Brands to list any alternate manufacturers that you would like Hays County to consider.*
2. In the event of a price increase, should requests be submitted 30 or 60 days prior to the expiration of the contract? Additionally, would there be an opportunity for a company to opt out of the contract if the price increase is not accepted?
 - *Section D: Pricing states the following: **Price Increases:** Bid pricing shall be firm for the entire term of the awarded contract. Prices established in continuing agreements and annual term contracts may be raised due to inflation and increased operating costs (i.e., dramatic increase in petroleum-based products, minimum wage, etc.). Any price increase proposed must be submitted thirty (30) calendar days prior to the anniversary date of the annual term contract and shall be supported with proper documentation, as provided by the U.S. Department of Labor Consumer Price Index (CPI), <https://www.bls.gov/cpi/>. Hays County reserves the right to approve or disapprove any request for increased prices.*
3. Multiple products on the bid form do not have a full description. Can you please notate which type of ammunition is requested? (i.e. , FMJ, JHP)
 - *See updated Attachment A – Bid Form*
4. If we will not have any company vehicles delivering ammunition or working in Hays Co. TX. Will the automobile insurance requirements still apply for our company?
 - *Whoever is delivering the ammunition will be required to have insurance. If the awarded vendor sub-contracts out the delivery of the ammunition, then it is the awarded vendors responsibility to ensure their sub-contractor is properly insured per the requirements of this solicitation.*

5. Since pricing from the manufacturer relies on estimated annual usage, can a better estimate of rounds needed for the year be provided for each line item?

Sheriff's Department:

- 12 ga – Training 5300, Duty 5000
- 9mm – Training 89,000, Duty 9000
- .40 – Training 39,000, Duty 5000
- .45 – Training 10,000, Duty 1000
- .223 – Training 67,000, Duty 14,000
- .308 – Duty 4,000

6. Some weapon systems have ammunition preference. What manufacture is being used by the departments for their pistol, shotgun and rifle systems?

- Rifle = Bushmaster, Colt, DPMS, or the officers can carry their own approved weapon
- Other weapons are purchased by individual officers and can be a variety of reputable manufacture.

7. What are the duty calibers for officers in Hays County (slugs, 12 gauge, 9mm, .40, .223, 5.56, 7.62x39, 7.62 NATO, .308 win, 300blk)?

- See updated Attachment A – Bid Form. all calibers are listed

8. What grains are required per caliber?

- See updated Attachment A – Bid Form, all grains are listed

9. Any desired bullet type for training (Hallow point, FMJ, soft point)?

- See updated Attachment A – Bid Form, all desired bullet types are listed for both reloads and new ammunition.

10. How many rounds are required per year? What were the past years quantity demands? Has the department grown over the past year, and department projected growth?

- See question #5
- Past Years:
 - 12 ga: 2019 – 5K, 2020 – 5K
 - 9mm: 2019 – 35K, 2020 – 54K
 - .40: 2019 – 30K, 2020 – 30K
 - .45: 2019 – 13K, 2020 – 5K
 - .223: 2019 – 25K, 2020 – 32K
 - .308: 2019 – 4K, 2020 – 4K
- 5% estimated increase each year

11. Will purchasing be per quarter? What is the purchasing frequency?

- All departments typically order annually but have the ability to order year-round if necessary.

Addendum #1 to IFB 2022-B01 Duty & Training Ammunition

Issue Date: October 26, 2021

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Law Enforcement Agreement and Order Number 1 with Lexis Nexis Coplogic Solutions, Inc. related to the Desk Office Reporting System (DORS) for the Sheriff's Office.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

001-618-99-135.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Sheriff Gary Cutler

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

In June 2020, Commissioner's Court accepted grant funding of \$37,094 for an online citizen reporting system which minimizes encounters between deputies, officers and citizens which would limit the spread of COVID-19. Order number 1 with LexisNexis Desk Officer reporting system is attached for the Judge's signature.

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“**Agreement**”) is dated _____ 20 ____ (“**Effective Date**”) by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“**Provider**”), and Hays County Sheriff’s Office, with its principal place of operations at 1307 Uhland Rd, San Marcos, TX 78666 (“**Agency**”). Provider and Agency may be referred to herein individually as a “**Party**” and collectively referred to as “**Parties**”.

1. SCOPE.

Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “**Services**”) as described in an applicable order to this Agreement (“**Order**”). The Parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “**Report**”). “**Report**” shall also include any associated or supplemental information provided with the Report including Agency name, images and upload date, as applicable. The Parties further acknowledge that Provider acts on behalf of Agency to the extent it assists in carrying out Agency’s obligations to provide the public access to vehicle accident reports and Provider shall provide such access in accordance with the Federal Driver’s Privacy Protection Act, (18 U.S.C. § 2721 et seq.).

2. LICENSE AND RESTRICTIONS.

2.1. License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- (a) Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
- (b) Agency shall not use the Services to create a competing product, provide data processing services to third parties, resell, or broker the Services to any third-party, or otherwise use the Services for any personal (non-law enforcement) purposes; and
- (c) Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- (d) Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- (e) Agency may not use the Services to store or transmit infringing, libellous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- (f) Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
- (g) Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- (h) Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2. Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency’s use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined

below), a change in law or regulation, or the interpretation thereof, and/or an order from a Court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) business days after receipt of Provider's written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency's designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency's Reports.

- 2.3. Violation of License Terms and / or Restrictions.** Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency's account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. Ongoing Maintenance.** Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("**Maintenance**"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. Support Services.** Provider will provide ongoing support services for problems, queries or requests for assistance ("**Support**") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. On Site Support.** In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

- 4.1. Fees due to Provider.** Any fees due to Provider for Services hereunder shall be specified in an Order ("**Fees**"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider.

4.1.1. Disputes. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice (“**Dispute**”), Agency shall notify Provider in writing and follow the procedures set forth herein. In the event of a Dispute, Agency shall promptly, but in no case more than thirty (30) days from receipt of the invoice, notify Provider in writing pursuant to the notice provisions of this Agreement (“**Dispute Notice**”). Agency shall identify in writing the specific cause of the Dispute, the amount in dispute, and reasonable documentation supporting the Dispute. Invoices not disputed within ninety (90) days of the invoice date will be deemed valid and may not later be disputed. The Parties agree to use best efforts to resolve all Disputes promptly and in good faith. However, in the event the Parties are not able to resolve a Dispute within sixty (60) days from Provider’s receipt of a Dispute Notice, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency’s RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.

4.2. Fees due to Agency. Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports (“**Agency Fee**”) purchased from the eCommerce portal set forth on the applicable Order, including but not limited to fees for purchases of Reports from that eCommerce portal by an Affiliate. On a monthly basis, Provider will electronically transfer to Agency’s designated account, the total amount of applicable Agency Fee collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center (“**Command Center**”) administration portal and/or its successor.

4.2.1. No Agency Fee will be paid with respect to the following:

- (a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor (including Reports purchased before the applicable Order Effective Date) and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- (b) When one or more components of a Report (e.g., VIN number), rather than the Report in its entirety, is provided by Provider to an Authorized Requestor or an Affiliate of Provider ; or
- (c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- (d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate’s inventory of previously purchased Reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor (“**Convenience Fee**”) which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall it exceed the amount Provider may legally charge an Authorized Requestor.

5. CONTRIBUTION/DISTRIBUTION.

- 5.1.** Agency acknowledges and agrees that Provider has compiled certain databases of person data, vehicle data, and/or incident data contributed from other law enforcement agencies (“**Participating Agencies**”) accessing certain of the Services. Agency further acknowledges and agrees that such contribution data (a) is available only to Participating Agencies that have authorized the contribution and distribution of their data via such databases and (b) may be used solely for investigative and/or law enforcement purposes and for no other purpose whatsoever.
- 5.2.** For Services that contemplate the sale of Reports, as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities (“**Authorized Requestors**”) and other authorized law enforcement entities (“**Agency Requestors**”) in accordance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this

Agreement shall prohibit Provider's Affiliates (defined in Section 16.1, "Affiliates" below) from purchasing Reports from the ecommerce portal set forth in the Order, or from distributing previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors or Agency Requestors in accordance with the terms of the Order and applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider. Nothing in this Agreement shall prohibit Affiliates from acquiring Reports from a source other than the ecommerce portal set forth in the Order.

6. TERMS AND TERMINATION.

6.1. Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

6.2. Termination.

6.2.1. Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.

6.2.2. Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.

6.2.3. Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

6.3. Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

7. RELEVANT LAWS.

Each Party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information data obtained from state Departments of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws ("**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency acknowledges and agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

7.2. Fair Credit Reporting Act. The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("**FCRA**") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.

7.3. Protected Health Information. Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R.

Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.

- 7.4. Social Security Numbers. Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. Privacy Principles. Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. Security. Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. Definition. "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include the terms of this Agreement and Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; (d) independently developed by recipient; or (e) required to be disclosed pursuant to the Texas Public Information Act; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. Treatment of Confidential Information. Each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information.
- 8.3. Intellectual Property Ownership. Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. Exception for Subpoenas, Court Orders, and the Texas Public Information Act. A Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority (including but not limited to the Texas Public Information Act), provided that the receiving Party provides the disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the disclosing Party an opportunity to obtain a protective order to prohibit or limit such disclosure, if applicable, at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information.
- 8.5. Duration. Each Party's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party's obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.6. Return of Confidential Information. Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party's

Confidential Information unless retention of such information is required by law, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider.

- 8.7. Injunctive Relief. In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.8. Other. During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published "success story" describing the partnership with Provider; (iii) the use of Agency's name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS.

Agency understands and agrees that, in order to ensure Agency's compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider's obligations under its contracts with its data providers, and Provider's internal policies, Provider may conduct periodic reviews of Agency's use of the Services and may, upon reasonable notice, audit Agency's records, processes and procedures related to Agency's use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency's use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES.

Agency represents and warrants to Provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws, regulations, and/or an order from a court, regulator, tribunal or other authority that has jurisdiction over Agency or Provider and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY.

FOR PURPOSES OF THIS SECTION, "**PROVIDER**" INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION.

To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the "**Indemnified Parties**") against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys' fees), which are asserted against the Indemnified Parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the Indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the "**Indemnifying Parties**"); (ii) the gross negligence or willful misconduct of the Indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this Agreement. The indemnities in this section are subject to the Indemnified Parties promptly notifying the Indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY.

To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed the total amount of Fees actually received by Provider from Agency (excluding pass through or out of pocket expenses) for the specific Services from which liability arises during the twelve (12) month period immediately preceding the event first giving rise to such liability, and if not yet in the twelfth (12th) month of this Agreement, for the period leading up to such event. To the extent the relevant Services are made available at no cost to Agency, then in no event shall Provider's liability to Agency under this Agreement exceed one hundred dollars (\$100.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from Provider's gross negligence or willful misconduct. In no event shall Provider be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE.

Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that Agency will be obligated to pay Provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES.

All notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the Party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other Party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1. Affiliates. For purposes of this Agreement, "**Affiliate**" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder and nothing in this Agreement shall prevent or limit Affiliates from offering previously purchased Reports or data extracted from Reports for sale.

16.2. Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3. Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4. Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.5. Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

16.6. Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7. Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8. Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9. Governing Law and Venue. The Agreement will be governed by and construed under the laws of the State of Texas excluding its conflict of law rules. Any claims or controversies arising from or related to this Agreement shall be brought in a court of competent jurisdiction in Hays County, Texas or the United States District Court Western District of Texas

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Hays County Sheriff's Office**

Signature: _____

Name: _____

Title: _____

Date: _____

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. Data Protection. Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("**Account IDs**") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. Agency's Information Security Program. Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("**Agency's Information Security Program**"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. Agency Security Event. In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "**Agency Security Event**") Agency shall:
 - (a) provide immediate written notice to:
 - (i) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - (ii) via email to (security.investigations@lexisnexis.com); or
 - (iii) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
 - (b) promptly investigate the situation; and
 - (c) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (d) if required by law, or in Provider's discretion, Agency shall:
 - (i) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - (ii) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (e) remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (f) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

Order No. 1
eCommerce Services

This Order No. 1 ("**Order**") is entered into this _____ day of _____, 20__ ("**Order Effective Date**") between the Hays County Sheriff's Office ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("**Provider**") and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 20__ ("**Agreement**") between the Parties.

1. **TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
2. **DESCRIPTION OF SERVICES.** Provider, as part of its business, has developed web based portal(s) to distribute Reports to Authorized Requestors and other authorized entities online. In exchange for the Services provided to Agency, Agency agrees that Provider shall have the sole and exclusive right to sell the Agency's crash reports online and to distribute data extracted from the Reports via Provider's eCommerce portal(s), LexisNexis® BuyCrash™, or its successor(s). Agency retains the rights to fulfill requests for Reports made pursuant to state freedom of information laws.
3. **SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided in Section 2.2 of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services subject to Agency's technology capabilities, processes, and work-flow functionality:
 - 3.1. Access to an online agency administration portal to view Reports, generate analytics, and obtain information related to Agency's Reports.
 - 3.2. Establish a communication protocol to electronically or manually transfer Reports in a timely manner from Agency to Provider.
 - 3.3. Provide Report distribution services as set forth in Section 5 of the Agreement.
 - 3.4. Pursuant to Section 2.1 of the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.
 - 3.5. Subject to Section 5.1 of the Agreement, Agency agrees to allow access to Agency's Reports by Participating Agencies and, in return, shall receive access to Participating Agencies' Reports. Agency agrees that it shall use Participating Agency Reports strictly for investigative and/or law enforcement purposes only.
 - 3.6. As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session.

Please check one below (required):

	1.	No permissible use.
X	2.	Use by a government agency, but only in carrying out its functions.

3.7. Other Services: _____

4. **TERM AND TERMINATION.** This Order shall commence upon the Order Effective Date and shall continue for an initial term of twenty-four (24) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least sixty (60) days prior to the expiration of the Renewal Term.

5. **FEES.** Pursuant to Section 4 of the Agreement, the Agency Fee is Six Dollars 00/100 \$6.00 There shall be no fee to Agency for the Services.

5.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

- a) When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
- b) When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
- c) When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or
- d) When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors shall be provided free of charge.

IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Hays County Sheriff's Office**

Signature: _____

Name: _____

Title: _____

Date: _____

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Name: _____

Title: _____

Date: _____

Order No. 2
LexisNexis® Desk Officer Reporting System (DORS)

This Order No. 2 ("**Order**") is entered into this _____ day of _____, 20__ ("**Order Effective Date**") between the Hays County Sheriff's Office ("**Agency**") and LexisNexis Coplogic Solutions Inc. ("Provider") and subject to the terms and conditions of the Law Enforcement Agreement effective _____, 20__ ("**Agreement**") between the Parties.

- 1. TERMS AND CONDITIONS.** All of the terms and conditions contained in the Agreement shall remain in full force and effect and shall apply to the extent applicable to this Order except as expressly modified herein. To the extent that the terms and conditions of this Order are in conflict with the terms and conditions of the Agreement, or any other incorporated item, this Order shall control. Capitalized terms used herein but not defined shall have the same meaning as set forth in the Agreement.
- 2. DESCRIPTION OF SERVICES.** Provider, as part of its business has developed and makes available to law enforcement entities an online citizen reporting system called LexisNexis® Desk Officer Reporting System ("**DORS**") enabling individuals, retail companies and other organizations to file reports, crime tips and other forms online to law enforcement.
- 3. SCOPE OF SERVICES.** Provider agrees to provide the following Services to Agency subject to the provisions of this Order. Except as provided by Section 2.2. of the Agreement, any change to the Services as set forth in this Order that occur after the Order Effective Date must be made by amendment to this Order, signed by both Parties. Provider will provide the following Services described below subject to Agency's technology capabilities, processes, and work-flow functionality.

3.1. Services. DORS uses the J2EE standard. DORS is designed to gather information on incidents from a member of the general public (user) via an SSL connection. DORS will issue a temporary report number to the user and place the temporary report into an administrative holding area for review and modification by appropriate Agency administrator. An email is generated to the user that the report has been submitted. The Agency administrator logs in via an SSL connection and approves, rejects, edits or prints reports as appropriate. Rejecting a report deletes it from the DORS system and sends an appropriate email to the user. Approving the report issues a number, places it in a queue to be exported (as determined during implementation), and sends an appropriate email to the user. The Agency administrator and user can download the approved report and/or print the approved report out. Provider shall provide Report distribution services as set forth in in Section 5 of the Agreement, including an on-line Report distribution website such as LexisNexis®BuyCrash.com (or its successors).

3.2. Setup and Access.

Agency Responsibilities.

- a) Coordinate with Provider to establish dates for deployment within the DORS implementation schedule tab;
- b) Provide images for (i) website header image (ii) temporary citizen report image and (iii) final printed PDF report image;
- c) Load provided HTML pages onto Agency website which links to Provider's servers for the Services;
- d) Provide Provider with the schema for the desired file format and/or database schema;
- e) Enable Provider read /write access and test environment with current configuration
- f) Enable Provider VPN access to the exporter, RMS application(s), and other information required for report bridge installation;
- g) Provide timely responses to Provider's questions, which may arise during the setup and configuration process.

Provider Responsibilities.

- a) Coordinate with Agency to establish schedule for deployment within the DORS implementation schedule tab.
- b) Register Agency within Provider's network and load Agency provided images into Agency's implementation of DORS.
- c) Provide Agency with administrator password and credentials for the Services.
- d) Provide Agency with sample operational directives, deployment strategies and sample press release.
- e) Provide Agency with suggestions for the successful deployment of the Services.
- f) Provide Agency with instructions on the easy setup of a kiosk for Agency's headquarters lobby, etc.

Completion Criteria.

This task is considered complete after Provider has delivered listed materials.

3.3. Configuration.

Agency Responsibilities.

- a) Coordinate with Provider for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Using the administrator account, login in and configure the code tables, crime types, user account, and dynamic content for Agency.
- c) Test the optional interface with the RMS application.
- d) Review resulting files with Provider, document any problems, and collaborate with Provider on a plan for corrective action(s).
- e) Provide necessary files for RMS integration.

Provider Responsibilities

- a) Coordinate with Agency for web training session on administering the program, using the dynamic creation tools, "Triple Lock" login features, user account including deploying the "Secure side filing feature".
- b) Configure export routine for the optional RMS Interface with information provided.
- c) Review resulting files with Agency, document any problems, and collaborate with Agency on a plan for corrective action(s).

Completion Criteria

This task is considered complete when the DORS is accessible on Provider's web server and reports can be filed and interfaced into the RMS (optional).

3.4. Support and Maintenance. Provider will provide Support and Maintenance Services in accordance with the terms and conditions set forth in Section 3 of the Agreement.

3.5. Pursuant to Section 2.1 of the Agreement, Agency agrees that it shall not use the Services for marketing or commercial solicitation purposes.

3.6. As provided by Section 7.1 of the Agreement, Agency acknowledges that certain Services provided under this Order may include the provision of certain personal information data obtained from the state Department of Motor Vehicles ("**DMV Data**") and that such DMV Data may be governed by the Federal Driver's Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "**DPPA**"), and that Agency is required to comply with the DPPA, as applicable. Agency certifies it has a permissible use under the DPPA to use and/or obtain such information and Agency further certifies it will use such information obtained from Services only for the permissible purpose selected below or for the purpose indicated by Agency electronically while using the Services, which purpose will apply to searches performed during such electronic session:

Please check one below (required):

	1.	No permissible use.
X	2.	Use by a government agency, but only in carrying out its functions.

4. TERM AND TERMINATION. This Order shall commence upon the Order Effective Date and shall continue for an initial term of twenty-four (24) months ("**Initial Term**"), whereupon this Order shall automatically renew for additional twelve (12) month periods ("**Renewal Term**") unless either Party provides written notice to the other Party, at least forty-five (45) days prior to the expiration of the Renewal Term.

5. FEES AND PRICE ADJUSTMENTS. The Fees for the Services shall be subject to the terms set forth in Section 4 of the Agreement.

5.1. The Agency Fee is Six Dollars and 00/100 (\$6.00).

5.1.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:

5.1.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or

5.1.1.2. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or

5.1.1.3. When a Report is acquired by an Affiliate of Provider from a source other than the eCommerce portal set forth on the applicable Order; or

5.1.1.4. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Order shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased reports. Agency acknowledges that all reports requested by Agency Requestors shall be provided free of charge.

5.2. Monthly Services Fees. Agency shall pay a monthly license Fee for the Services which includes Support and Maintenance Services. Fees for the Services for the Initial Term shall be Two Thousand Five Hundred Twenty-Five Dollars and 00/100 (\$2,525.00) per month. All Fees shall be invoiced monthly by Provider beginning on the Order Effective Date.

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IN WITNESS WHEREOF, the Parties have caused this Order to be executed by their respective authorized representatives as of the Effective Date.

Agency: **Hays County Sheriff's Office**

Signature: _____

Name: _____

Title: _____

Date: _____

Provider: **LexisNexis Coplogic Solutions Inc.**

Signature: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

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 Right of Way located at or near FM 621 in Pct. 1. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

INGALSBE

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Wild Strawberry. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

December 21, 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

JONES

CO-SPONSOR

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

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

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

December 21, 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

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located on or near Stagecoach Trail in San Marcos, Texas and within Precinct 3. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

December 21, 2021

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

KENNEDY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Litigation update to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and the Auditor's Office regarding the Emergency Rental Assistance Program and the employment and individual duties of all positions created in relation to the Program. Possible discussion and/or action may follow in open court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	December 21, 2021	TBD

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
	INGALSBE	N/A

SUMMARY

Information 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 and 551.076 of the Texas Government Code: deliberation regarding security devices associated with the Hays County Public Safety Building located at 810 S. Stagecoach Trail in San Marcos, Texas. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

December 21, 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

SHELL

SUMMARY

Summary to be provided in Executive Session.