

**Commissioners Court January 4, 2022
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 **4th day of January 2022**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

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

ROLL CALL

PUBLIC COMMENTS

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

PRESENTATIONS & PROCLAMATIONS

1	4-5	Adopt a Proclamation declaring January 17, 2022 as Dr. Martin Luther King, Jr. Day. INGALSBE
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CONSENT ITEMS

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

2	6	Approve payments of County invoices. VILLARREAL-ALONZO
3	7	Approve payments of Juror checks. VILLARREAL-ALONZO
4	8	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
5	9-28	Approve Commissioners Court Minutes of November 9, 2021 and November 23, 2021. BECERRA/CARDENAS
6	29	Approve the payment of the January 15, 2022 payroll disbursements in an amount not to exceed \$3,225,000.00 effective January 14, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
7	30	Approve the reappointments of Leighton Stallones and Lee Ann Kenworthy to the board of Emergency Service District (ESD) #3, two year terms ending December 31, 2023. SHELL
8	31	Approve the reappointment of Commissioner Walt Smith to serve on the Central Texas Clean Air Coalition (CAC); a two year term ending December 31, 2023. JONES
9	32-38	Authorize the County Judge to execute an updated agreement between Hays County and Waukesha-Pearce Industries, Inc. in the amount of \$19,792.00 for the annual maintenance and repair services for all Hays County generators. BECERRA/T.CRUMLEY/CUTLER
10	39-41	Authorize payment to West Publishing for \$858.00 related to the automatic renewal of subscription services of Juvenile Law Books for the Juvenile Probation Department in which no purchase order was issued as required per County Purchasing Policy. BECERRA/DAY
11	42-59	Approve Utility Permits. JONES/INGALSBE/BORCHERDING
12	60-67	Authorize the execution of Amendment No. 4 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. BECERRA/T.CRUMLEY
13	68-95	Authorize the submission of a grant application and execution of a commitment of funds letter to Texas Department of Emergency Management, Hazard Mitigation Grant Program, for the Hays County Flood Warning System continuation. BECERRA/T.CRUMLEY/MIKE JONES
14	96	Approve the appointment of Commissioner Mark Jones to serve on the Texas Innovation Corridor Transportation Alliance for a one-year term ending December 31, 2022. INGALSBE

15	97	Approve the appointment of Alderman Lee Taylor, City of Mountain City, to serve as the rotating municipal member on the Texas Innovation Corridor Transportation Alliance for a one-year term ending December 31, 2022. JONES/INGALSBE
16	98-99	Approve renewal of RFP 2020-P01 HVAC - Maintenance and Repair Services with JM Engineering, LLC. BECERRA/T.CRUMLEY
17	100-115	Approve the Treasurer's and Investment Reports for 4th Quarter of 2021. BECERRA/RICHEY

ACTION ITEMS

ROADS

18	116-136	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
19	137-182	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (Contract) between Hays County and BGE, Inc. to provide design services for Robert S. Light Boulevard project from RM 967 to I-35 southbound frontage road (SBFR) in Precinct 4. SMITH/JONES/BORCHERDING
20	183	Discussion and possible action to approve the selection of LJA Engineering, Inc. to provide right-of-way acquisition services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to just before FM 1826 in Precinct 4; and to authorize staff and counsel to negotiate a contract. SMITH/BORCHERDING
21	184	Discussion and possible action to approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to just before FM 1826 in Precinct 4; and to authorize staff and counsel to negotiate a contract. SMITH/BORCHERDING
22	185-191	Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, acceptance of the 2-year maintenance bond #PB03016800681M2 in the amount of \$195,748.56, and acceptance of the 1-year revegetation bond #PB03016800681 in the amount of \$178,793.00 for Caliterra subd., Phase 4, Section 11. SMITH/BORCHERDING

SUBDIVISIONS

23	192-220	Discussion and possible action to authorize the County Judge to execute a Subdivision Agreement with Continental Homes of Texas, L.P. for the Prairie Lakes Subdivision located off of Williamson Road and Satterwhite Road in Precinct 2. JONES/MACHACEK
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MISCELLANEOUS

24	221-222	Discussion and possible action to approve a resolution of the Hays County Commissioners Court Supporting the Order to Approve Online Education for County Commissioners. INGALSBE
25	223-236	Discussion and possible authorization for the purchase of Emoda Mobile Health Inc. Directly Observed Therapy (DOT) Software in the amount of \$8,100.00 that will be used for the Health Department TB program and amend the budget accordingly. INGALSBE/T.CRUMLEY
26	237-278	Discussion and possible action to authorize the County Judge to execute an amended and restated 1445 Agreement between the City of Dripping Springs and Hays County, related to subdivisions and platting within the Extraterritorial Jurisdiction of the City of Dripping Springs. SMITH
27	279-308	Discussion and possible action to execute Proposals with Axon Enterprise, Inc. related to the Law Enforcement In-Car Camera System and Body Worn Camera-Taser Program for Constable 1, Constable 2, Constable 3, District Court, and Sheriff's Offices. JONES/INGALSBE

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.

28	309	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
29	310	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

30	311	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
31	312	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

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.

32	Discussion and possible action related to the burn ban and/or disaster declaration. BECERRA
33	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
34	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
35	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 31st 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 declaring January 17, 2022 as Dr. Martin Luther King, Jr. Day.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

January 4, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Commissioner Ingalsbe

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Please refer to the attached proclamation.



**PROCLAMATION DECLARING JANUARY 17, 2022 AS
DR. MARTIN LUTHER KING, JR. DAY**

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

WHEREAS, the people of the United States will observe the federal holiday honoring Dr. Martin Luther King, Jr. on January 17, 2022 to celebrate the birthday of this significant civil rights leader who inspired profound and lasting change in our nation; and

WHEREAS, local, state and national organizations will remember this great man by living the theme of the 2022 holiday: “Twenty in Twenty” in recognition of the Dunbar Heritage Association’s 20th year of hosting the Martin Luther King Jr. celebration in San Marcos, TX; and

WHEREAS, the citizens of San Marcos and Hays County each year commemorate the contributions of Dr. Martin Luther King, Jr. to our nation, our state and to the people of San Marcos with special observances, programs, and celebrations; and

WHEREAS, The Dunbar Heritage Association is inviting the public to observe the holiday with a three-day MLK Day celebration, from January 15-17, in honor of the 20th anniversary of hosting the celebration and in honor of Dr. King’s 93rd birthday; and

WHEREAS, the three-day celebration will start with the MLK Kids’ Event on January 15, the 1st annual county-wide MLK celebration called the, “Hays County CommoUnity MLK Jr. Festival” on the courthouse lawn on January 16 with collaboration between Dunbar Heritage Association and the Hays County Judge’s Office, and conclude on January 17 with the grand March and Celebration, beginning with a Wreath-laying Ceremony at the LBJ/MLK Crossroads Memorial, followed with a march immediately through downtown, and concluding with a program at the Paul Laurence Dunbar Park and Recreation Center; and

WHEREAS, the purpose of this holiday is to encourage all Americans to fulfill Martin Luther King’s vision of freedom, equality, and opportunity for all people;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim January 17, 2022 as

“DR. MARTIN LUTHER KING, JR. DAY”

And call upon the citizens of Hays County to honor the memory of Martin Luther King, Jr. and to participate in local observances that commemorate his important contributions to our nation.

ADOPTED THIS THE 4th DAY OF JANUARY, 2022

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

January 4, 2022

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

January 4, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

REQUESTED BY

Auditor's Office

SPONSOR

VILLARREAL-
ALONZO

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the payment of United Healthcare claims.

ITEM TYPE

CONSENT

MEETING DATE

January 4, 2022

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 November 9, 2021 and November 23, 2021.

ITEM TYPE

CONSENT

MEETING DATE

January 4, 2022

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



NOVEMBER 9, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 9th 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 Debbie Gonzales 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

Dan Lyon made a public comment concerning county spending. Rodrigo Amaya made a public comment concerning constable and sheriff spending and activities. Elaine Cardenas, County Clerk, read a public comment emailed by Peggy Allen concerning noise from dogs in her neighborhood.

36978 ADOPT A PROCLAMATION RECOGNIZING TEXAS STATE UNIVERSITY DURING NATIONAL FIRST-GEN WEEK, NOVEMBER 8-13, 2021

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a Proclamation recognizing Texas State University during National First-Gen Week, November 8-13, 2021. All present voted "Aye." MOTION PASSED.

36979 APPROVE PAYMENTS OF COUNTY INVOICES.

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

36980 APPROVE PAYMENTS OF JUROR CHECKS.

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

36981 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

36982 APPROVE COMMISSIONERS COURT MINUTES OF AUGUST 24, 2021 AND AUGUST 27, 2021.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve Commissioners Court Minutes of August 24, 2021 and August 27, 2021. All present voted "Aye." MOTION PASSED.



NOVEMBER 9, 2021

- 36983 APPROVE THE PAYMENT OF THE NOVEMBER 15, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,275,000.00 EFFECTIVE NOVEMBER 15, 2021 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.**

A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve the payment of the November 15, 2021 payroll disbursements in an amount not to exceed \$3,275,000.00 effective November 15, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

- 36984 APPROVE THE REAPPOINTMENT OF COMMISSIONER LON SHELL TO THE TAX INCREMENT REINVESTMENT ZONE (TIRZ) NUMBER 4 (KISSING TREE DEVELOPMENT) BOARD OF DIRECTORS FOR A TWO-YEAR TERM EXPIRING ON DECEMBER 31, 2023.**

A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve the reappointment of Commissioner Lon Shell to the Tax Increment Reinvestment Zone (TIRZ) Number 4 (Kissing Tree Development) Board of Directors for a two-year term expiring on December 31, 2023. All present voted "Aye." MOTION PASSED.

- 36985 APPROVE THE REAPPOINTMENT OF COMMISSIONER DEBBIE GONZALES INGALSBE TO THE TAX INCREMENT REINVESTMENT ZONE (TIRZ) NUMBER 5 (DOWNTOWN) BOARD OF DIRECTORS FOR A TWO-YEAR TERM EXPIRING ON DECEMBER 31, 2023.**

A motion was made by Commissioner Smith, seconded by Commissioner Jones to approve the reappointment of Commissioner Debbie Gonzales Ingalsbe to the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2023. All present voted "Aye." MOTION PASSED.

- 36986 APPROVE THE CANCELLATION OF THE HAYS COUNTY COMMISSIONERS COURT ON THE FOLLOWING DATES IN 2022: JANUARY 11 AND 25, FEBRUARY 8 AND 22, MARCH 1 AND 15, APRIL 5 AND 19, MAY 3, 17 AND 31, JUNE 14 AND 28, JULY 12 AND 26, AUGUST 23, SEPTEMBER 6, OCTOBER 4 AND 18, NOVEMBER 8 AND 29, DECEMBER 13 AND 27.**

Rodrigo Amaya made a public comment against cancelling Commissioners Court dates. Anita Collins, Office of the Hays County Judge, spoke on scheduling issues. Commissioner Jones clarified that county staff is still working on the dates that Commissioners Court is cancelled. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve the cancellation of the Hays County Commissioners Court on the following dates in 2022: January 11 and 25, February 8 and 22, March 1 and 15, April 5 and 19, May 3, 17 and 31, June 14 and 28, July 12 and 26, August 23, September 6, October 4 and 18, November 8 and 29, December 13 and 27. All present voted "Aye." MOTION PASSED.

- 36987 RATIFY THE CONFIRMATION OF THE APPOINTMENTS OF LEIA BOGGS AS RESERVE DEPUTY CONSTABLE AND TRAVIS BERTRAM AS DEPUTY CONSTABLE IN THE HAYS COUNTY CONSTABLE PRECINCT 1 OFFICE, EFFECTIVE DATE NOVEMBER 2, 2021.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the confirmation of the appointments of Leia Boggs as Reserve Deputy Constable and Travis Bertram as Deputy Constable in the Hays County Constable Precinct 1 Office, effective date November 2, 2021. All present voted "Aye." MOTION PASSED.

- 36988 APPROVE UTILITY PERMITS.**

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

- 36989 RATIFY THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS VETERANS COMMISSION - VETERAN COUNTY SERVICE OFFICER FUNDING IN THE AMOUNT OF \$150,000.**



NOVEMBER 9, 2021

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the submission of a grant application to the Texas Veterans Commission - Veteran County Service Officer Funding in the amount of \$150,000. All present voted "Aye." MOTION PASSED.

36990 RATIFY THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS VETERANS COMMISSION - VETERANS TREATMENT COURT PROGRAM IN THE AMOUNT OF \$300,000.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the submission of a grant application to the Texas Veterans Commission - Veterans Treatment Court Program in the amount of \$300,000. All present voted "Aye." MOTION PASSED.

36991 AUTHORIZE THE EXECUTION OF AMENDMENT NO. 5 TO THE GENERAL LAND OFFICE (GLO) CONTRACT NO. 18-421-000-B130 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM HOUSING PROJECTS NON-RESEARCH & DEVELOPMENT 2015 FLOOD ALLOCATION.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of Amendment No. 5 to the General Land Office (GLO) Contract No. 18-421-000-B130 Community Development Block Grant Disaster Recovery Program Housing Projects Non-Research & Development 2015 Flood Allocation. All present voted "Aye." MOTION PASSED.

36992 APPROVE RENEWAL OF RFP 2018-P03 COUNTY WIDE PLUMBING SERVICES WITH SI MECHANICAL FOR ONE (1) ADDITIONAL YEAR AS STATED IN THE ORIGINAL BID.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve renewal of RFP 2018-P03 County Wide Plumbing Services with SI Mechanical for one (1) additional year as stated in the original bid. All present voted "Aye." MOTION PASSED.

36993 AUTHORIZE THE COMMISSIONER PCT. 2 OFFICE TO UTILIZE COMMUNITY PROGRAM FUNDS FOR CONSUMABLE ITEMS NOT TO EXCEED \$120 TO HOST A MEETING RELATED TO THE MENTAL HEALTH DIRECTOR POSITION.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Commissioner Pct. 2 Office to utilize community program funds for consumable items not to exceed \$120 to host a meeting related to the Mental Health Director position. All present voted "Aye." MOTION PASSED.

36994 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.

36995 ACCEPT \$775 IN GRANTS & CONTRIBUTIONS ON BEHALF OF THE HAYS COUNTY CHILD PROTECTIVE BOARD AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Ingalsbe thanked the Wimberley Baptist Church for their contributions. Commissioner Shell thanked the City of Buda for their contributions. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept \$775 in grants & contributions on behalf of the Hays County Child Protective Board and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

36996 AUTHORIZE THE ISSUANCE OF A CREDIT CARD TO THE VETERAN'S ADMINISTRATION OFFICE IN AN AMOUNT NOT TO EXCEED \$3,500 FROM THE COUNTY DEPOSITORY BANK FOR PROGRAMS RELATED TO FINANCIAL ASSISTANCE FOR HAYS COUNTY VETERANS.



NOVEMBER 9, 2021

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the issuance of a credit card to the Veteran's Administration Office in an amount not to exceed \$3,500 from the County Depository Bank for programs related to financial assistance for Hays County Veterans. All present voted "Aye." MOTION PASSED.

36997 RATIFY THE EXECUTED AGREEMENT BETWEEN HAYS COUNTY AND HDR ARCHITECTURE, INC. TO INCLUDE ARTICLES 11.1 AND 13.2.4. WHICH WERE INADVERTENTLY OMITTED.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to ratify the executed agreement between Hays County and HDR Architecture, Inc. to include Articles 11.1 and 13.2.4. which were inadvertently omitted. All present voted "Aye." MOTION PASSED.

36998 APPROVE COMMERCIAL ADVERTISING AT THE PHILANTHROPIC CONCERT EVENT, PROPOSED TO BE HELD ON THE COURTHOUSE GROUNDS ON OR ABOUT NOVEMBER 20, 2021 BY DELTA SIGMA PI FRATERNITY, FOR SPONSORS OF THE EVENT, WHICH IS A BENEFIT FOR THE HAYS COUNTY FOOD BANK.

Commissioner Jones thanked the food bank. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve commercial advertising at the Philanthropic Concert event, proposed to be held on the Courthouse Grounds on or about November 20, 2021 by Delta Sigma Pi fraternity, for sponsors of the event, which is a benefit for the Hays County Food Bank. All present voted "Aye." MOTION PASSED.

36999 APPROVE SPECIFICATIONS FOR RFP-2022-P01, RELATED TO PROPOSED ACQUISITION OR USE OF COUNTY-OWNED PROPERTY AT CLOVIS BARKER ROAD AND CIVIC CENTER LOOP, IN PRECINCT 1. AUTHORIZE ADVERTISING.

Mark Kennedy, General Counsel, stated that the draft RFP in the backup needs to be corrected. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for RFP-2022-P01, related to proposed acquisition or use of County-owned property at Clovis Barker Road and Civic Center Loop, in Precinct 1. Authorize advertising. All present voted "Aye." MOTION PASSED.

37000 DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON NOVEMBER 23, 2021 TO REDUCE THE CURRENT SPEED LIMIT OF 35 MPH TO 30 MPH ON CROSSWINDS PARKWAY IN CROSSWINDS SUBDIVISION FROM WINDY HILL ROAD TO NAUTICAL LOOP, PER A RECENT TRAFFIC STUDY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to call for a public hearing on November 23, 2021 to reduce the current speed limit of 35 MPH to 30 MPH on Crosswinds Parkway in Crosswinds subdivision from Windy Hill Road to Nautical Loop, per a recent traffic study. All present voted "Aye." MOTION PASSED.

Clerk's Note Regarding Resolution #36999 Rodrigo Amaya submitted a public comment form but was not called upon.

37001 DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON NOVEMBER 23, 2021 TO ESTABLISH A 3-WAY STOP LOCATION ON CAMPO DEL SOL PARKWAY AT THE INTERSECTION OF SATSUMA DRIVE IN SUNFIELD SUBDIVISION.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to call for a public hearing on November 23, 2021 to establish a 3-way stop location on Campo Del Sol Parkway at the intersection of Satsuma Drive in Sunfield subdivision. All present voted "Aye." MOTION PASSED.

37002 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE EXECUTION OF CHANGE ORDER NO. 3 WITH LJA ENGINEERING, INC. RELATED TO THE COTTON GIN ROAD PROJECT.



NOVEMBER 9, 2021

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the execution of Change Order No. 3 with LJA Engineering, Inc. related to the Cotton Gin Road project. All present voted "Aye." MOTION PASSED.

37003 PLN-1798-PC; CALL FOR A PUBLIC HEARING ON NOVEMBER 23, 2021 TO DISCUSS POSSIBLE ACTION REGARDING THE HURLBUT RANCH WEST, LOT 17A, 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 Hurlbut Ranch West, Lot 17A, Replat. All present voted "Aye." MOTION PASSED.

37004 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE MYERS CONCRETE CONSTRUCTION TO LAY A CONCRETE DUMPSTER PAD, REPAIR A CONCRETE WALL, AND DEMO AN EXISTING WALL LOCATED AT THE HAYS COUNTY RECYCLING AND SOLID WASTE FACILITY IN WIMBERLEY IN THE AMOUNT OF \$18,330 AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize Myers Concrete Construction to lay a concrete dumpster pad, repair a concrete wall, and demo an existing wall located at the Hays County Recycling and Solid Waste Facility in Wimberley in the amount of \$18,330 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37005 DISCUSSION AND POSSIBLE ACTION TO ADOPT A RESOLUTION TO CAST HAYS COUNTY'S 1,469 VOTES FOR JENIFER O'KANE, CANDIDATE FOR THE HAYS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt a resolution to cast Hays County's 1,469 votes for Jenifer O'Kane, candidate for the Hays Central Appraisal District Board of Directors. All present voted "Aye." MOTION PASSED.

37006 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE RENAMING OF A PRIVATE DRIVEWAY IN PRECINCT 4, FROM GORMAN SPRINGS RD TO OSO CREEK RD.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to approve the renaming of a private driveway in Precinct 4, from Gorman Springs Rd to Oso Creek Rd. All present voted "Aye." MOTION PASSED.

37007 DISCUSSION AND POSSIBLE ACTION TO CANVASS THE STATEWIDE PROPOSITIONS FOR THE NOVEMBER 2, 2021 GENERAL ELECTION.

Jennifer Anderson, Hays County Elections Administrator, stated that election turnout was 12.20% for the November 2, 2021 election, which is at the high-end for a Constitutional Amendment Election. Commissioner Smith asked how voting location changes effected voter turnout. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to canvass the statewide propositions for the November 2, 2021 General Election. All present voted "Aye." MOTION PASSED.

37008 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT FOR EXECUTIVE RECRUITMENT SERVICES FOR COMBINED EMERGENCY COMMUNICATIONS DIRECTOR BETWEEN HAYS COUNTY AND STRATEGIC GOVERNMENT RESOURCES, INC (SGR).

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Agreement for Executive Recruitment Services for Combined Emergency Communications Director between Hays County and Strategic Government Resources, Inc (SGR). All present voted "Aye." MOTION PASSED.



NOVEMBER 9, 2021

37009 HOLD A PUBLIC HEARING RELATED TO THE REDISTRICTING OF JUSTICE OF THE PEACE (AND CONSTABLE) AND COMMISSIONERS PRECINCTS WITHIN HAYS COUNTY, TEXAS. POSSIBLE ACTION MAY FOLLOW, INCLUDING ACTIONS TO ADOPT ORDERS FOR REDISTRICTING CRITERIA AND A REDISTRICTING PLAN.

Mark Trahan, Chairman of the Hays County Democratic Party, made a public comment regarding the work of the Redistricting Advisory Committee (RAC) and stated that the new maps submitted since the last court meeting are unbalanced. Teresa Carbajal Ravet, President of the League of Women Voters, made a public comment against the addition of 2 new maps without public input. Bob Parks, Chairman of the Hays County Republican Party, made a public comment noting that the RAC is an advisory committee and does not make the final decision regarding redistricting. Linda Calvert, League of Women Voters, made a public comment regarding the growth of the Latinx population and stated that the chosen map should reflect that. Joaquin Gonzales, Texas Civil Rights Project attorney, made a public comment concerning gerrymandering in the new maps. Susan Raybuck made a public comment regarding the American tradition of public input in government. Elaine Cardenas, County Clerk, read public comments submitted by email. Ralph McClendon, Mayor of Mountain City, submitted a public comment for keeping Mountain City in Precinct 2. Griffin Spell submitted a public comment against splitting San Marcos into multiple precincts. John Cassidy submitted a public comment concerning the recent maps submitted without public input. Cynthia Cassidy submitted a public comment concerning the recent maps submitted without public input. Kathi Thomas submitted a public comment against the newly submitted maps and the breaking up of Dripping Springs ISD into multiple precincts. Gunnar and Patricia Nilsson submitted a public comment in favor of maintaining county diversity in the redistricting maps. Ana Juarez submitted a public comment against labeling Precinct 3 as rural and stated that many college students live in Precinct 3. Gabrielle Moore submitted a public comment in favor of the maps created by the RAC and against the newly submitted maps. Members from the League of Women Voters of Hays County, the Texas Civil Rights Project, and the Southern Coalition for Social Justice submitted a public comment against the newly submitted maps. Jimmy Alan Hall, Mindy Webber, Diann McCabe, Laura and Fred Maddox, Nancy Reinert, Janice and David Herreth, Martha and Clarence Hagemeyer, Richard McBride, Chrys Grummert, Margo Case, Karen Porter, John Lane, Debbie Hyde, Connie Gray, Marcia Sanderson, Beverly Clark, Ida Miller, and Jeri Ross submitted public comments in favor of the M9 map. Beth Smith, Andrew Cable, John Burns, Lucinda Ramage Doyle, and Jo Anne Prado, Hays County Justices of the Peace, submitted public comments against moving JP and Constable districts. Michael Torres, Hays County Constable Precinct 2, submitted a public comment against moving JP and Constable districts.

The court discussed the new maps, CC1 and CC2. Commissioner Shell stated that the time constraints led to the recent submission of the maps he created. His concerns with the RAC maps were the splitting of cities and Texas State University into multiple precincts, which he addressed in his maps. Judge Becerra raised concerns about vote packing in the new maps and called Bob Bass from Allison, Bass & Magee for clarification on what constitutes vote packing. Bass stated he does not think CC1 should be considered due to imbalance. Judge Becerra asked the commissioners to comment on CC2. Commissioner Smith spoke in favor of the opportunity for growth it allows for in Precincts 3 and 4 and that it keeps city limits within one precinct. Commissioner Jones spoke against needing to remove 13,000 people from Precinct 2. Commissioner Ingalsbe voiced concerns over rushing the redistricting process and not having enough time to review the maps submitted, as well as if the maps were in compliance with the law. Mark Kennedy, General Counsel, stated that maps must be defensible against claims of vote dilution. Bob Bass clarified that all 3 maps being considered (SM2, M9, CC2) are compliant with the Constitution and the court should choose the one that is most defensible. **A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra to approve the M9 map as the new redistricting map.** No action taken.

Judge Becerra spoke on the difficulty of the redistricting process and citizens' concerns over last minute map changes. The court further discussed their opinions and compared the maps, including the precinct populations and boundary lines. Commissioner Jones requested that the court makes changes to the maps during the meeting.

Clerk's Note: Judge Becerra called for a recess that began at 10:59 a.m. and resumed back into open court at 11:10 a.m.

Commissioner Ingalsbe rescinded her earlier motion to approve the M9 map as the new redistricting map. Judge Becerra opened the public hearing at 11:12 a.m. Linda Webber asked for clarification on the maps' legal compliance. Linda Calvert asked that the court consults with the Texas Civil Rights Project attorney that was present. Joaquin Gonzales, Texas Civil Rights Project attorney, commented in favor of the RAC maps, and stated that the minority districts in CC2 are overpopulated, which dilutes the minority vote. Angela Villescas raised concerns that the new maps disadvantage women and spoke in support of Commissioner Ingalsbe. Beverly Clark spoke in favor of representing people over roads. Judge Becerra closed the public hearing at 11:19 a.m. **A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra to approve the M9 map as the redistricting map for commissioner precincts, with the friendly amendment from Commissioner Jones to make changes to the map.** Mark Kennedy, General Counsel, suggested that the motion be tabled until there is an M9 variation that can be voted on. The court attempted to make changes to the M9 map, then decided to continue at a later time. Judge Becerra tabled the motion to approve the M9 map as the new redistricting map with the friendly amendment. No action taken.



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Clerk's Note: Judge Becerra called for a recess that began at 12:57 p.m. and resumed back into open court at 2:00 p.m.

Steve Floyd, GIS Manager, with the assistance of Mark Trahan, made edits to the M9 map at the commissioners' request. **A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra to approve the M9 map with amendments. Commissioner Ingalsbe and Judge Becerra voted "Aye." Commissioner Jones, Commissioner Shell and Commissioner Smith voted "Nay." MOTION FAILED.**

The court and Mark Trahan further discussed the CC2 map. Sandra Tenorio, Chair of the Hays County Tejano Democrats, made a public comment against the CC2 map. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the CC2 map with the change identified by General Counsel. Commissioner Jones, Commissioner Shell and Commissioner Smith voted "Aye." Commissioner Ingalsbe and Judge Becerra voted "Nay." MOTION PASSED.**

A motion was made by Commissioner Smith, seconded by Commissioner Jones to adopt the order establishing criteria for redistricting the political boundaries as included in the backup. All present voted "Aye." MOTION PASSED.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to adopt the Justice of the Peace and Constable maps. All present voted "Aye." MOTION PASSED.

Clerk's Note: Executive Session began at 12:04 p.m. and resumed back into open court at 12:55 p.m.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.087 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS ASSOCIATED WITH PROJECT DARK MONDAY, PROJECT DEEP GOLDEN, PROJECT JUST PEACHY, PROJECT PHOENIX AND PROJECT WILD STRAWBERRY. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action taken.

37010 EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND THE AUDITOR'S OFFICE REGARDING THE EMERGENCY RENTAL ASSISTANCE PROGRAM. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute documents for the U.S. Department of the Treasury related to the continuation of the Emergency Rental Assistance Program as discussed in Executive Session. All present voted "Aye." MOTION PASSED.

Clerk's Note Agenda Item #35 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION. - WAS PULLED.

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The estimated cost for outsourcing inmates this week was \$71,275. 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. No action taken.

Clerk's Note Agenda Item #37 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.



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Clerk's Note Agenda Item #38 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 #39 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 2:56 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 9, 2021.



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





NOVEMBER 23, 2021

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 23RD 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	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:

Rabbi Ahron Heingarten 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

Ahron Heingarten made a public comment calling for education on diversity and religious freedom throughout the County and invited the community to join in the Menorah lighting December 1st on the Courthouse lawn. James Reece made a public comment asking for a written rule concerning the Commissioners Court's receipt of documents. Jim Camp made a public comment congratulating the Buda community for passing Prop B on the November 2021 Ballot and urged the Commissioner's Court to consider supporting the project proposals listed therein. Dan Lyon made a public comment describing a friend's experience with a local corporation and called for the Commissioner's Court to repeal the corporation's Chapter 381 status on grounds of age discrimination. Rodrigo Amaya made a public comment stating that Precinct 1 patrol unit markings are illegal. He also stated that the overtime of a Precinct 2 constable needs to be investigated. He then questioned if the appointment of a constable in Wimberley who he believes to be a real estate agent is a conflict of interest. Eric Martinez made a public comment denouncing increased incarceration and the number of individuals being held pretrial. He spoke in favor of the County investing in a Public Defenders Office, specifically thanking Commissioner Shell, Judge Becerra, and Commissioner Ingalsbe for their leadership on this initiative. Sam Benavidez gave a public comment in favor of a Public Defenders Office and supported Neighborhood Defender Service's bid to bring the concept to life.

37011 ADOPT A PROCLAMATION RECOGNIZING THE 30TH ANNIVERSARY OF THE SAN MARCOS TOASTMASTERS.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation Recognizing the 30th Anniversary of the San Marcos Toastmasters. All present voted "Aye." MOTION PASSED.

37012 ADOPT A PROCLAMATION RECOGNIZING THE HISTORICAL AND CULTURAL SIGNIFICANCE OF THE SOUTHSIDE MEXICAN SCHOOL.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation recognizing the Historical and Cultural significance of the Southside Mexican School. All present voted "Aye." MOTION PASSED.

37013 ADOPT A PROCLAMATION DECLARING NOVEMBER 2021 AS NATIVE AMERICAN HERITAGE MONTH AND NOVEMBER 26TH AS NATIVE AMERICAN HERITAGE DAY IN HAYS COUNTY.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adopt a Proclamation declaring November 2021 as Native American Heritage Month and November 26th as Native American Heritage Day in Hays County. All present voted "Aye." MOTION PASSED.



NOVEMBER 23, 2021

PRESENTATION BY HALFF ASSOCIATES AND MEMBER(S) OF THE PARKS AND OPEN SPACE ADVISORY COMMISSION (POSAC) REGARDING POSAC'S ASSESSMENT OF PARKS AND OPEN SPACE PROJECT APPLICATIONS.

Ray Tilley gave a public comment in favor of parks and open space projects, specifically praising the Roy Creek Canyon project. Tilley stated that these projects are efficient and good use of taxpayer funds that are also very popular. He finally asked that these assessments and projects become a more regular effort. Scott Way, Chair of the Parks and Open Space Advisory Commission, thanked the team for their efforts and opened the floor for Halff Associates. James Hemenes presented on behalf of Halff Associates, giving project recommendations from two rounds of assessment in the following categories: Urban Parks, Open Space and Natural Areas, and Connectivity. Alexandra Thompson, Hays County Natural Resources Coordinator, gave an update on grant pursuits. Commissioners and Judge Becerra discussed how to proceed with project recommendations; with General Counsel commenting that implementing each project will likely take several stages in future meetings. No action taken.

37014 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.

37015 APPROVE PAYMENTS OF JUROR CHECKS.

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

37016 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.

37017 APPROVE THE PAYMENT OF THE NOVEMBER 30, 2021 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$4,600,000.00 EFFECTIVE NOVEMBER 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 November 30, 2021 payroll disbursements in an amount not to exceed \$4,600,000.00 effective November 30, 2021 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

37018 APPROVE THE RE-APPOINTMENTS OF STEVE JANDA AND MARILYN MILLER TO THE BOARD OF EMERGENCY SERVICE DISTRICT (ESD)#6, TWO YEAR TERMS ENDING DECEMBER 31, 2023.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the re-appointments of Steve Janda and Marilyn Miller to the board of Emergency Service District (ESD) #6, two year terms ending December 31, 2023. All present voted "Aye." MOTION PASSED.

37019 APPROVE THE REAPPOINTMENTS OF STACI DEMENT, MARIA CRISTINA NELSON AND DARRELL DEBISH FOR THE BOARD OF EMERGENCY SERVICES DISTRICT #1, TWO YEAR TERMS ENDING DECEMBER 31, 2023.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the reappointments of Staci Dement, Maria Cristina Nelson and Darrell Debish for the board of Emergency Services District #1, two year terms ending December 31, 2023. All present voted "Aye." MOTION PASSED.



NOVEMBER 23, 2021

- 37020 AUTHORIZE THE JUVENILE PROBATION DEPARTMENT TO PURCHASE SIX (6) DELL OPTIPLEX ALL IN ONE COMPUTERS AND SIX (6) MICROSOFT OFFICE, HOME AND BUSINESS LICENSES FOR THE JUVENILE COMPUTER LAB UTILIZING FUNDS FROM THE TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD) REGIONAL DIVERSION GRANT AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Juvenile Probation Department to purchase six (6) Dell OptiPlex All in One Computers and six (6) Microsoft Office, Home and Business licenses for the Juvenile Computer lab utilizing funds from the Texas Juvenile Justice Department (TJJD) Regional Diversion Grant and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 37021 AUTHORIZE THE JUVENILE PROBATION DEPARTMENT TO PURCHASE ONE (1) DELL OPTIPLEX COMPUTER FOR THE GED PROGRAM UTILIZING FUNDS FROM THE TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD) STATE AID GRANT AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Juvenile Probation Department to purchase one (1) Dell OptiPlex Computer for the GED Program utilizing funds from the Texas Juvenile Justice Department (TJJD) State Aid Grant and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 37022 APPROVE THE REAPPOINTMENT OF KYLE MYLIUS TO SERVE ON THE TAX INCREMENT REINVESTMENT ZONE (TIRZ) NUMBER 5 (DOWNTOWN) BOARD OF DIRECTORS FOR A TWO-YEAR TERM EXPIRING ON DECEMBER 31, 2023.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the reappointment of Kyle Mylius to serve on the Tax Increment Reinvestment Zone (TIRZ) Number 5 (Downtown) Board of Directors for a two-year term expiring on December 31, 2023. All present voted "Aye." MOTION PASSED.

- 37023 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE FY 2022 INTERLOCAL CONTRACT FOR THE NEXT GENERATION 9-1-1 DATABASE PROGRAM WITH THE CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT (CAECD) FOR EMERGENCY COMMUNICATIONS GEOGRAPHIC INFORMATION SYSTEMS (GIS).**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute the FY 2022 Interlocal Contract for the Next Generation 9-1-1 Database Program with the Capital Area Emergency Communications District (CAECD) for emergency communications Geographic Information Systems (GIS). All present voted "Aye." MOTION PASSED.

- 37024 AUTHORIZE THE OFFICE OF EMERGENCY SERVICES TO HOST THE ANNUAL LOCAL EMERGENCY PLANNING COMMITTEE LUNCHEON AND UTILIZE UP TO BUT NOT EXCEEDING \$800.00 TO PROVIDE LUNCH TO ATTENDEES.**

Dan Lyon made a public comment against the luncheon expense. Rodrigo Amaya made a public comment expressing concerns with the luncheon expense. Mike Jones, Emergency Services Director, was called upon to speak and explained the cost is due to the boxed lunches costing between \$8-\$10. Judge Becerra spoke in support of ESD drills and multi-organizational efforts nurtured by the luncheon. Commissioner Shell suggested that in the future, corporate sponsors are found to cover and/or share the cost of hosting. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Office of Emergency Services to host the annual Local Emergency Planning Committee Luncheon and utilize up to but not exceeding \$800.00 to provide lunch to attendees. All present voted "Aye." MOTION PASSED.

- 37025 APPROVE SPECIFICATIONS FOR IFB 2022-B05 COUNTYWIDE PORTABLE TOILETS AND HANDWASHING STATIONS RENTAL SERVICES AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.**



NOVEMBER 23, 2021

A motion was made by Commissioner Jones, seconded by Commissioner Shell to approve specifications for IFB 2022-B05 Countywide Portable Toilets and Handwashing Stations Rental Services and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

37026 APPROVE THE REAPPOINTMENT OF COUNTY JUDGE RUBEN BECERRA TO THE CARTS BOARD OF DIRECTORS, A TWO-YEAR TERM ENDING DECEMBER 31, 2023.

Dan Lyon made a public comment in favor of Judge Becerra's reappointment and suggested that the CARTs office should make their routing less confusing for riders. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the reappointment of County Judge Ruben Becerra to the CARTS Board of Directors, a two-year term ending December 31, 2023. All present voted "Aye." MOTION PASSED.

37027 AUTHORIZE PAYMENT OF \$517.90 TO SHERWIN-WILLIAMS WHERE NO PURCHASE ORDER WAS IN PLACE AS PER THE PURCHASING POLICY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize payment of \$517.90 to Sherwin-Williams where no purchase order was in place as per the purchasing policy. All present voted "Aye." MOTION PASSED.

37028 APPROVE AND EXECUTE THE SHERIFF'S OFFICE EQUITABLE SHARING AND AGREEMENT CERTIFICATION IN ACCORDANCE WITH THE STATUTES AND GUIDELINES THAT GOVERN THE FEDERAL EQUITABLE SHARING PROGRAM.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve and execute the Sheriff's Office Equitable Sharing and Agreement Certification in accordance with the statutes and guidelines that govern the Federal Equitable Sharing Program. All present voted "Aye." MOTION PASSED.

37029 AUTHORIZE THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH TRAVIS COUNTY FOR THE FY 2022 SHERIFF'S COMBINED AUTO THEFT TASK FORCE (SCATTF) GRANT AWARD.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the execution of an Interlocal Agreement with Travis County for the FY 2022 Sheriff's Combined Auto Theft Task Force (SCATTF) grant award. All present voted "Aye." MOTION PASSED.

37030 APPROVE UTILITY PERMITS.

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

37031 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE FIFTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SAN MARCOS, HAYS COUNTY, AND LAZY OAKS RANCH, LP IN CONNECTION WITH THE LA CIMA DEVELOPMENT FOR THE ADDITION OF FILM AND TELEVISION PRODUCTION FACILITIES AS A PERMITTED USE AND ESTABLISHING ASSOCIATED DEVELOPMENT STANDARDS.

Anita Collins, Office of the Hays County Judge, spoke in favor of the agreement and encouraged residents to register their homes and/or businesses at the Texas Film Commission's website if they'd like it to be considered as a filming location. Collins also encouraged municipalities to pass film guidelines. A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the County Judge to execute the Fifth Amended and Restated Development Agreement between the City of San Marcos, Hays County, and Lazy Oaks Ranch, LP in connection with the La Cima development for the addition of Film and Television Production Facilities as a permitted use and establishing associated development standard. All present voted "Aye." MOTION PASSED.



NOVEMBER 23, 2021

- 37032 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE FIRST AMENDMENT TO AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND COMAL COUNTY REGARDING A RATE CHANGE FOR THE HOUSING AND CARE OF HAYS COUNTY INMATES FROM \$65.00 PER INMATE PER DAY TO \$85.00 PER INMATE PER DAY, EFFECTIVE JANUARY 1, 2022.**

Commissioner Jones asked if we expect more rate changes soon. Chief Davenport said he does not expect any more increases. A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to execute the first amendment to an Interlocal Cooperation Agreement between Hays County and Comal County regarding a rate change for the housing and care of Hays County inmates from \$65.00 per inmate per day to \$85.00 per inmate per day, effective January 1, 2022. All present voted "Aye." MOTION PASSED.

- 37033 APPROVE SPECIFICATIONS FOR IFB 2022-B06 ROAD BUILDING MATERIALS - LIMESTONE ROCK ASPHALT, COLD MIX AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve specifications for IFB 2022-B06 Road Building Materials - Limestone Rock Asphalt, Cold Mix and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

- 37034 APPROVE SPECIFICATIONS FOR IFB 2022-B07 ROAD BUILDING MATERIALS - HOT MIX THIN OVERLAY AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve specifications for IFB 2022-B07 Road Building Materials - Hot Mix Thin Overlay and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

- 37035 AUTHORIZE THE DISTRICT COURT TO PURCHASE ONE REPLACEMENT DELL LATITUDE 5420 LAPTOP WITH ACCESSORIES FOR THE 428TH JUDICIAL DISTRICT JUDGE AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the District Court to purchase one replacement Dell Latitude 5420 Laptop with accessories for the 428th Judicial District Judge and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 37036 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN HAYS COUNTY AND TEXAS A&M AGRILIFE EXTENSION SERVICE REGARDING A PARTNERSHIP BETWEEN THE TWO IN REPRESENTING THE CITIZENS OF HAYS COUNTY WITH A COUNTY EXTENSION PROGRAM.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to execute a Cooperative Agreement between Hays County and Texas A&M AgriLife Extension Service regarding a partnership between the two in representing the citizens of Hays County with a County Extension Program. All present voted "Aye." MOTION PASSED.

- 37037 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT TERMINATION NOTICE WITH KONE, INC. RELATED TO THE ELEVATOR PREVENTATIVE MAINTENANCE AGREEMENT.**

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to execute a Contract Termination Notice with Kone, Inc. related to the Elevator Preventative Maintenance Agreement. All present voted "Aye." MOTION PASSED.

- 37038 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AMENDMENT WITH OTIS ELEVATOR COMPANY RELATED TO ELEVATOR MAINTENANCE AND REPAIR SERVICES PURSUANT TO RFP 2021-P01.**



NOVEMBER 23, 2021

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize the County Judge to execute a Contract Amendment with OTIS Elevator Company related to Elevator Maintenance and Repair Services pursuant to RFP 2021-P01. All present voted "Aye." MOTION PASSED.

37039 APPROVE EXTENSION OF IFB 2017-B02 COUNTYWIDE DUMPSTERS WITH TEXAS DISPOSAL SYSTEMS FOR AN ADDITIONAL PERIOD NOT TO EXCEED 62 DAYS (JANUARY 31, 2022).

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve extension of IFB 2017-B02 Countywide Dumpsters with Texas Disposal Systems for an additional period not to exceed 62 days (January 31, 2022). All present voted "Aye." MOTION PASSED.

37040 AUTHORIZE PAYMENT TO GRUENE HARLEY DAVIDSON IN THE AMOUNT OF \$932.50 FOR THE CONSTABLE PCT. 5 OFFICE RELATED TO REPAIRS TO THE 2020 HARLEY DAVIDSON MOTORCYCLE WHERE NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.

Rodrigo Amaya made a public comment against the spending for this item. A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize payment to Gruene Harley Davidson in the amount of \$932.50 for the Constable Pct. 5 Office related to repairs to the 2020 Harley Davidson Motorcycle where no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.

37041 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AMENDMENT WITH WATER AND EARTH TECHNOLOGIES, INC. RELATED TO THE PROFESSIONAL SERVICES AGREEMENT FOR ANNUAL FIELD MAINTENANCE, EFFECTIVE OCTOBER 1, 2021 AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH. 262.024(A)(7)(D).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Contract Amendment with Water and Earth Technologies, Inc. related to the Professional Services Agreement for Annual Field Maintenance, effective October 1, 2021 and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D). All present voted "Aye." MOTION PASSED.

37042 APPROVE SPECIFICATIONS FOR RFP 2022-P03 HAYS COUNTY MENTAL HEALTH NEEDS ASSESSMENT AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

Marisol Villarreal-Alonzo, County Auditor, asked for specifications on who would serve on the assessment committee. Commissioner Smith and Judge Becerra each volunteered to serve on the committee. A lengthy discussion was had proposing other appropriate committee members. Commissioner Shell suggested recruiting an expert advisor from Hill Country Mental Health. The Court agreed to continue pursuing appropriate members. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for RFP 2022-P03 Hays County Mental Health Needs Assessment and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

37043 APPROVE SPECIFICATIONS FOR RFP 2022-P04 PUBLIC DEFENDER'S OFFICE AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for RFP 2022-P04 Public Defender's Office and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

37044 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO REDUCE THE CURRENT SPEED LIMIT OF 35 MPH TO 30 MPH ON CROSSWINDS PARKWAY IN CROSSWINDS SUBDIVISION FROM WINDY HILL ROAD TO NAUTICAL LOOP, PER A RECENT TRAFFIC STUDY.



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Judge Becerra opened the public hearing at 10:42 a.m. No comments were made. Judge Becerra closed the public hearing at 10:42 a.m. Commissioner Ingalsbe gave background on the public input leading to the agenda item. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to reduce the current speed limit of 35 MPH to 30 MPH on Crosswinds Parkway in Crosswinds subdivision from Windy Hill Road to Nautical Loop, per a recent traffic study. All present voted "Aye." MOTION PASSED.**

37045 HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO ESTABLISH A 3-WAY STOP LOCATION ON CAMPO DEL SOL PARKWAY AT THE INTERSECTION OF SATSUMA DRIVE IN SUNFIELD SUBDIVISION.

Judge Becerra opened the public hearing at 10:43 a.m. No comments were made. Judge Becerra closed the public hearing at 10:43 a.m. Commissioner Jones gave background on the need for a stop sign. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to establish a 3-way stop location on Campo Del Sol Parkway at the intersection of Satsuma Drive in Sunfield subdivision. All present voted "Aye." MOTION PASSED.**

37046 DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON DECEMBER 7, 2021 TO ESTABLISH A "YIELD" SIGN ON BOTH SIDES OF THE LOW-WATER CROSSING ON TRAUTWEIN ROAD FOR SAFETY.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a public hearing on December 7, 2021 to establish a "Yield" sign on both sides of the low-water crossing on Trautwein Road for safety. All present voted "Aye." MOTION PASSED.

37047 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE RELEASE OF THE MAINTENANCE BOND #1060749 IN THE AMOUNT OF \$156,832.00, AND THE ACCEPTANCE OF ROADS INTO THE COUNTY ROAD MAINTENANCE SYSTEM FOR SUNFIELD SUBDIVISION, PHASE 2, SECTION 9.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to release the maintenance bond #1060749 in the amount of \$156,832.00, and to accept roads into the county road maintenance system for Sunfield subdivision, Phase 2, Section 9. All present voted "Aye." MOTION PASSED.

37048 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE RELEASE OF THE MAINTENANCE BOND #1045316 IN THE AMOUNT OF \$1,117,247.50, AND THE ACCEPTANCE OF ROADS INTO THE COUNTY ROAD MAINTENANCE SYSTEM FOR SUNFIELD SUBDIVISION, PHASE 2, SECTION 6.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to release the maintenance bond #1045316 in the amount of \$1,117,247.50, and accept roads into the county road maintenance system for Sunfield subdivision, Phase 2, Section 6. All present voted "Aye." MOTION PASSED.

37049 DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON DECEMBER 7, 2021 TO ESTABLISH A "NO THRU TRUCK TRAFFIC" ZONE ON YORK CREEK ROAD, A SEGMENT OF FRANCIS HARRIS LANE, AND A SEGMENT OF SOECHTING LANE.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to call for a public hearing on December 7, 2021 to establish a "No Thru Truck Traffic" zone on York Creek Road, a segment of Francis Harris Lane, and a segment of Soechting Lane. All present voted "Aye." MOTION PASSED.

37050 DISCUSSION AND POSSIBLE ACTION TO APPROVE AMENDMENT #1 TO THE ADVANCE FUNDING AGREEMENT BETWEEN HAYS COUNTY AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE RM 12 AT WINTERS MILL PARKWAY AND RM 3237 AT WINTERS MILL PARKWAY INTERSECTION IMPROVEMENTS AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE ADVANCE FUNDING AGREEMENT AMENDMENT #1 ON BEHALF OF HAYS COUNTY.



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A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve Amendment #1 to the Advance Funding Agreement between Hays County and the Texas Department of Transportation (TxDOT) for the RM 12 at Winters Mill Parkway and RM 3237 at Winters Mill Parkway Intersection Improvements and authorize the County Judge to execute the Advance Funding Agreement Amendment #1 on behalf of Hays County. All present voted "Aye." MOTION PASSED.

PLN-1756-PC; HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO APPROVE THE FINAL PLAT OF THE DOUGLAS ESTATES SUBDIVISION, LOT D-40, REPLAT.

Judge Becerra opened the public hearing at 10:46 a.m. No comments were made. Judge Becerra closed the public hearing at 10:46 a.m. Colby Machacek, County Planner, provided background for this agenda item. No motion or second made. No action taken.

37051 PLN-1798-PC; HOLD A PUBLIC HEARING HOLD A PUBLIC HEARING WITH POSSIBLE ACTION TO APPROVE THE FINAL PLAT OF THE HURLBUT RANCH WEST, LOT 17A, REPLAT.

Judge Becerra opened the public hearing at 10:48 a.m. No comments were made. Judge Becerra closed the public hearing at 10:48 a.m. Colby Machacek, County Planner, provided background for this agenda item. A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the final plat of the Hurlbut Ranch West, Lot 17A, Replat. All present voted "Aye." MOTION PASSED.

37052 PLN-1802-PC; CALL FOR A PUBLIC HEARING ON DECEMBER 7, 2021 TO DISCUSS POSSIBLE ACTION REGARDING THE BELL SPRINGS RANCHES SUBDIVISION, SECTION 1, LOT 2, REPLAT.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for a Public Hearing on December 7, 2021 to discuss possible action regarding the Bell Springs Ranches Subdivision, Section 1, Lot 2, Replat. All present voted "Aye." MOTION PASSED.

37053 PLN-1846; CALL FOR A PUBLIC HEARING ON DECEMBER 21, 2021 REGARDING THE DISCUSSION AND POSSIBLE ACTION TO CANCEL LOT 2-A IN THE HENDERSON SUBDIVISION.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for a Public Hearing on December 21, 2021 regarding the discussion and possible action to Cancel Lot 2-A in the Henderson Subdivision. All present voted "Aye." MOTION PASSED.

37054 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE ADDITION OF FOUR AUTEL ROBOTICS UNMANNED AIRCRAFT TO THE HAYS COUNTY GENERAL AND LAW ENFORCEMENT LIABILITY COVERAGE WITH AN ANNUAL PREMIUM OF \$2,500.00.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize addition of four Autel Robotics unmanned aircraft to the Hays County General and Law Enforcement liability coverage with an annual premium of \$2,500.00. All present voted "Aye." MOTION PASSED.

37055 DISCUSSION AND POSSIBLE ACTION AUTHORIZING THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND MAVERICK COUNTY REGARDING HOUSING OF HAYS COUNTY INMATES AT THE MAVERICK COUNTY JAIL FOR THE HOUSING AND CARE OF HAYS COUNTY INMATES.

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



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- 37056 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) BETWEEN HAYS COUNTY AND VISTA PLANNING & DESIGN RELATED TO THE CONTINUATION OF THE SENTINEL PEAK PRESERVE PHASE ONE CONCEPTUAL MASTER PLAN AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO LOCAL GOVERNMENT CODE, CHAPTER 262.024(A)(4).**

Commissioner Shell gave background on this agenda item. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute a Professional Services Agreement (PSA) between Hays County and Vista Planning & Design related to the continuation of the Sentinel Peak Preserve Phase One Conceptual Master Plan and authorize a discretionary exemption pursuant to Local Government Code, Chapter 262.024(a)(4). All present voted "Aye." MOTION PASSED.

- 37057 DISCUSSION AND POSSIBLE ACTION TO AMEND THE DEVELOPMENT SERVICES FEE SCHEDULE.**

Marcus Pacheco, Director of Development Services, explained changes to the fee schedule, citing comparable counties' fees, the department's efforts to simplify their fee 'types,' and the last year the fees were changed (2007). A motion was made by Commissioner Shell, seconded by Commissioner Smith to amend the Development Services Fee Schedule. All present voted "Aye." MOTION PASSED.

- 37058 DISCUSSION AND POSSIBLE ACTION TO AMEND THE TRANSPORTATION FEE SCHEDULE.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to amend the Transportation Fee Schedule. All present voted "Aye." MOTION PASSED.

- 37059 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE CORE4 PARTNERSHIP LOGO TO BE USED BY COMMUNITY ACTION, INC.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve the Core4 Partnership logo to be used by Community Action, Inc. All present voted "Aye." MOTION PASSED.

- 37060 DISCUSSION AND POSSIBLE ACTION TO APPROVE A RESOLUTION AGAINST ANTISEMITISM.**

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve a Resolution against antisemitism. All present voted "Aye." MOTION PASSED.

- 37061 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE DEVELOPMENT SERVICES DEPARTMENT TO HIRE THE GIS SPECIALIST, SLOT 0232-002 AT THE 50TH PERCENTILE EFFECTIVE DECEMBER 13, 2021.**

A motion was made by Commissioner Shell, seconded by Commissioner Jones to authorize the Development Services Department to hire the GIS Specialist, slot 0232-002 at the 50th percentile effective December 13, 2021. All present voted "Aye." MOTION PASSED.

Clerk's Note: Judge Becerra opened Executive Session at 11:15 AM and resumed court at 12:34 PM.

- 37062 EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY. POSSIBLE ACTION MAY FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute documents related to the acceptance of the Janssen opioid settlement, including the Janssen settlement agreement, as presented in Executive Session. All present voted "Aye." MOTION PASSED.



NOVEMBER 23, 2021

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE AND/OR VALUE OF REAL PROPERTY ASSOCIATED WITH THE POSAC-RECOMMENDED 2020 PARKS AND OPEN SPACE BOND PROJECTS. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action taken.

37063 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 regrade the Hays County Fire Marshal position slot 0980-001 from a grade 115 to a grade 116, effective immediately. 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 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 #58 RE: 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 DEEP GOLDEN, PROJECT JUST PEACHY, PROJECT PHOENIX AND PROJECT WILD STRAWBERRY. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT. - WAS PULLED.

37064 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE OR VALUE OF RIGHT OF WAY ALONG PROPOSED FM110 IN PCT 1. POSSIBLE ACTION TO FOLLOW IN OPEN COURT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a Partial Settlement and Condemnation Agreement between Hays County and FM158 Land LTD Yarrington Road Materials LP related to the acquisition of right-of-way to construct the FM110 Project in Precinct 1 of Hays County. All present voted "Aye." MOTION PASSED.

Clerk's Note - Agenda Item #60 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION. - WAS PULLED.

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average on November 18th for the week of November 14th, 2021, was 612, with a peak of 620 on November 14th, 2021. The estimated cost for outsourcing inmates this week was \$75,063.00. The average number of outsourced males is 162 and females is 22. This week's inmates were housed in the following counties: Atascosa, Blanco, Burnet, Comal, Fort Bend, Guadalupe, and Red River. No action taken.



NOVEMBER 23, 2021

Clerk's Note - Agenda Item #62 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.**

Clerk's Note - Agenda Item #63 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 #64 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 12:55 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 23, 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 January 15, 2022 payroll disbursements in an amount not to exceed \$3,225,000.00 effective January 14, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 4, 2022	N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Approve the January mid month payroll disbursements not to exceed \$3,225,000.00.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the reappointments of Leighton Stallones and Lee Ann Kenworthy to the board of Emergency Service District (ESD) #3, two year terms ending December 31, 2023.

ITEM TYPE

CONSENT

MEETING DATE

January 4, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Shell

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the reappointment of Commissioner Walt Smith to serve on the Central Texas Clean Air Coalition (CAC); a two year term ending December 31, 2023.

ITEM TYPE

CONSENT

MEETING DATE

January 4, 2022

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

JONES

N/A

SUMMARY

CAC is a committee within CAPCOG, Capital Area Council of Governments.

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 updated agreement between Hays County and Waukesha-Pearce Industries, Inc. in the amount of \$19,792.00 for the annual maintenance and repair services for all Hays County generators.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 4, 2022	\$19,792

LINE ITEM NUMBER

Various Departments

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

In renewing our annual maintenance agreement with Waukesha-Pearce Industries, Inc. (WPI), we would like to amend our current agreement to add additional generators so that all County generators are covered under this agreement. We would also like to add to this agreement the option for service repairs and parts for all County generators.

Attached:

Waukesha-Pearce Industries (WPI) Amended Agreement
BuyBoard Contract # 597-19



6450 North Loop 1604 East
San Antonio, TX 78247
Office: 713-551-0422 / Fax: 713-551-0453

PLANNED MAINTENANCE AND SERVICE AGREEMENT

DATE: 12/1/2021

This Planned Maintenance and Service Agreement (“Agreement”) is entered into by **Waukesha-Pearce Industries, Inc.** (“WPI”) and **Hays County, Texas** (“Owner”) for the purpose of performing planned maintenance and general service repairs on equipment listed below. The purpose of this Agreement is to provide the customer with regularly scheduled site maintenance visits by WPI technicians to check the emergency power systems operation and to provide service repairs upon request. Upon acceptance of this Agreement, WPI will render the services and furnish the products outlined below. The planned maintenance services will be rendered during normal business hours of **8:00 a.m.** and **5:00 p.m.** Monday through Friday, excluding holidays. The number of regularly scheduled maintenance trips in a calendar year will be **(2) per year, Bi-annually per each generator**. Effective Start Date of Contract, February 1, 2022, pending Commissioners Court approval.

SERVICES TO BE PERFORMED AND PRODUCTS FURNISHED BY WPI (Unless specified in “Final Notes” section below):

- a. Visually inspect the site and equipment
- b. Gas Engine – inspect and adjust ignition system, and plugs
- c. Diesel Engine – inspect injection system and pump
- d. Inspect fuel system including day tank, (if applicable)
- e. Replace (standby applications only) engine fuel filters annually, (if applicable)
- f. Inspect and clean as needed dry type air cleaner element, or clean and refill oil bath type air cleaner.
- g. Check block heater operation
- h. Inspect cooling system for pressure leaks, verify antifreeze protection to a strength of 50% antifreeze and 50% water
- i. Replace coolant filter, (if applicable)
- j. Grease accessory drives and/or generator as necessary
- k. Inspect and adjust engine fan belts as necessary
- l. Inspect engine exhaust system for leaks or corrosion; check condensation trap and muffler condition
- m. Check oil level, start unit, warm up and check and record oil pressure
- n. Inspect starting system including batteries, cables, battery charger, alternator and record battery specific gravity reading
- o. Inspect engine and generator control functions and time delays as applicable
- p. Inspect all instruments for proper operation
- q. Adjust frequency and voltage as required
- r. Inspect and clean, (if applicable) generator slip rings and brushes
- s. Inspect automatic switch(s) for proper operation which includes: time delays and exercisers where possible
- t. Test run generator, loaded where possible and record readings
- u. Change all lube oil and applicable filter elements Annually

- v. Lube oil furnished at location by WPI
- w. Fill antifreeze as needed (as associated with normal evaporation/loss), furnished at location by WPI
- x. Provide a written report after each inspection or repair call detailing any conditions found and advising further service required, in any, to promote operating dependability of the system

2. SERVICES TO BE PERFORMED BY OWNER:

The Owner shall maintain a regular recommended service procedure as listed below and further described in the system's Owner-Operator Manual. These procedures should be followed to assure minimum maintenance costs and to minimize emergency service. A record of these maintenance procedures should be maintained for reference.

- a. For Standby Systems only, quarterly service should be performed no earlier than (2) two months and no later than (4) four months from the initial service
- b. Exercise system weekly, manually or automatically
- c. Check for fuel, oil or coolant leaks
- d. Check lube oil, fuel and coolant level weekly on standby systems and daily on continuous duty systems
- e. Oil changes should be done in accordance with the published recommendations in the Owners Manual issued with the generator system

The Owner will provide access to the equipment under this Agreement without unnecessary delay. **Any waiting time for access to the equipment could be invoiced at the current published rates - see WPI Labor Rate Costs below.**

3. CHARGES FOR SERVICES BY WPI:

- a. The Owner agrees to pay WPI an annual fee of **\$19,791.53** for the above listed services and products provided by WPI
- b. Required parts not included in the quoted price and referenced in paragraph 1, will be billed to the Owner at the prices current at the time they are used/installed plus 20% mark-up
- c. Hourly rates, mileage and miscellaneous charges will be billed to the Owner for repairs required during scheduled maintenance trips and also for emergency repairs done by WPI, when called to the location by the Owner at the current published rates (see Labor Rate Costs below)
- d. Terms of payment are Net-30 from date of Invoice, subject to WPI's Credit Department approval

4. 24-HOUR EMERGENCY SERVICE:

WPI will provide 24-hour emergency service in addition to regularly schedule service. Charges for emergency service will be billed to the Owner at the agreed upon Labor Rates (see Labor Rates below).

Please note, that during times of hurricanes or other major disasters or events, emergency response services by WPI will be prioritized in such a manner that could cause a delay in our ability to respond promptly to Owner's request for service, as our first priority for service will be to hospitals, emergency care centers, nursing homes, fire and rescue facilities, and police stations. All requests for emergency services will be honored and we will make every effort to respond, but some delay in responding could and will likely occur however, PM Contract Customers take priority over all other calls. We offer our apology in advance for any inconvenience this policy might subject Owner to, but

due to the nature of our work during major storms or events, certain facilities must take precedence for service.

5. TERM OF THE AGREEMENT:

The term of this agreement will be one year and shall renew automatically for successive terms of one year each, until cancelled in writing by either party. The pricing contained in this Agreement will be review annually and if increased, WPI will provide written notification to Owner 30 days prior to the annual renewal date. This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party at the address listed below and neither party shall assert a claim against the other party as a result of such termination.

6. WPI RESPONSIBILITY LIMITATIONS:

- a. WPI shall assume no liability for damage(s) to the generator or building electrical, mechanical or structural systems arising from Owner's or any third party's misuse, negligence or alterations
- b. WPI shall have no obligation to repair damage caused by Owner's or any third party's accident(s) or failure to provide a suitable installation as specified in the installation manual(s) furnished with the generator system
- c. WPI shall assume no liability for damage(s) caused in part or in whole as a result of civil strife, vandalism, catastrophe, Act of God, improper use of the system by the Owner or any third party or by other external causes to the system
- d. **WPI, nor Owner, shall in any event or under any circumstances arising from this agreement be liable to each other for lost profits or special, consequential or exemplary damages**
- e. WPI shall not in any event or under any circumstances arising from this agreement be liable to the Owner for any acts, conditions, or circumstances wherein Owner or any third party is negligent, whether or not caused by the joint, concurrent, or partial negligence of the Owner, or third party
- f. WPI shall not be liable for failure to perform any of its obligations under this Agreement if such failure is due to Acts of God, war or government in either its sovereign or contractual capacity, critical materials shortages, fires, floods, strikes, lockouts, freight embargoes, inclement weather, errors or defects in the data supplied by Owner, or by any other cause or condition beyond WPI's control

7. GENERAL:

- a. In the event any of the equipment covered by this Agreement is sold or moved, Owner must notify WPI in writing and cancellation will take place thirty (30) days after WPI's receipt of Owner's written notification
- b. The waiver by WPI of any breach of any provision of this Agreement to the Owner shall not constitute a waiver of any subsequent breach by the Owner
- c. This Agreement has been entered into and shall be governed and construed under the laws of the State of Texas
- d. This agreement contains the entire understanding of the parties and is intended as a final expression of their Agreement and a complete statement of terms thereof
- e. No representation or statement not expressly contained in the Agreement or incorporated herein by reference shall be binding upon WPI as a warranty or otherwise
- f. This Agreement is not subject to alternation except as mutually agreed in writing by the parties
- g. Owner acknowledges that it has read this Agreement and agrees to all terms and conditions herein.
- h. A Certification of Insurance by WPI will be mailed to the Owner upon request

Inventory list of Hays County generators covered under this Annual Maintenance Agreement:
(inclusive of all labor, consumable materials, maintenance replacement parts, travel, etc.)

Public Safety Building 710 S. Stagecoach Trail San Marcos, TX	1000 KW Cummins SN: G190601843		
		(1) Full Service	\$1,897.02
		(1) Inspection	\$315.00
		(1) Load Bank	\$1,510.00
		Total Annual Cost:	\$3,722.02

Public Safety Building 710 S. Stagecoach Trail San Marcos, TX	1000 KW Cummins SN: G190601842		
		(1) Full Service	\$1,897.02
		(1) Inspection	\$315.00
		(1) Load Bank	\$1,510.00
		Total Annual Cost:	\$3,722.02

Government Center 712 S. Stagecoach Trail San Marcos, TX	750 KW Cummins SN: C110196439		
		(1) Full Service	\$1,604.14
		(1) Inspection	\$381.00
		(1) Load Bank	N/A
		Total Annual Cost:	\$1,985.14

New Hays County Jail 1307 Uhland Road San Marcos, TX	1000 KW Cummins SN: G190605149		
		(1) Full Service	\$1,897.02
		(1) Inspection	\$315.00
		(1) Load Bank	\$1,510.00
		Total Annual Cost:	\$3,722.02

Equipment Building 1303 Uhland Road San Marcos, TX	60 KW Kohler SN: 393607		
		(1) Full Service	\$542.67
		(1) Inspection	\$272.50
		(1) Load Bank	\$400.00
		Total Annual Cost:	\$1,215.17

Old Jail 1307 Uhland Road San Marcos, TX	450 KW CAT SN: CAT00C18PT3400194	(1) Full Service	\$954.51
		(1) Inspection	\$272.50
		(1) Load Bank	\$1,110.00
		Total Annual Cost:	\$2,337.01

Yarrington Complex 2171 Yarrington Rd San Marcos, TX	100 KW CAT SN: CN60017	(1) Full Service	\$742.87
		(1) Inspection	\$365.75
		(1) Load Bank	N/A
		Total Annual Cost:	\$1,108.62

Local Health Department 401 Broadway San Marcos, TX	180 KW Generac SN: 2072096	(1) Full Service	\$723.10
		(1) Inspection	\$365.75
		(1) Load Bank	N/A
		Total Annual Cost:	\$1,088.85

Remme Rainbow Room 605 Rogers Street San Marcos, TX	30 KW Generac SN: 3008945993	(1) Full Service	\$545.68
		(1) Inspection	\$345.00
		(1) Load Bank	N/A
		Total Annual Cost:	\$890.68

BuyBoard Contract #597-19

Labor Rates: The following labor rates shall apply to all on-site work requested to diagnose issues with and/or to repair generators inclusive of all labor, travel, fuel, etc.

HOURLY RATE TYPE	HOURLY RATE
Weekdays Regular Hours (8am to 5pm)	\$109.00
Weekdays After Hours	\$163.50
Saturday Hours	\$163.50
Sunday Hours	\$163.50
Holiday Hours	\$163.50

Cost Table for Parts Mark-Up

ITEM	MARK-UP
Parts mark-up not to exceed	Cost + 20%

Accepted: _____ Date: _____

Robert Syzdek
Mobile: 210-449-6470
Office: 210-978-5711
Fax: 210-653-5003
Product Support Rep
WPI – *Powered by Solutions™*
www.wpi.com

Accepted: _____ Date: _____

Printed Name: _____

Judge Ruben Becerra
Hays County
111 E. San Antonio St. Ste. 300
San Marcos, TX 78666
Office: 512-393-2205

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 West Publishing for \$858.00 related to the automatic renewal of subscription services of Juvenile Law Books for the Juvenile Probation Department in which no purchase order was issued as required per County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 4, 2022	\$858.00

LINE ITEM NUMBER

001-686-00-5213

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Lisa Day	BECERRA	N/A

SUMMARY

The Juvenile Probation Department received Juvenile Law Books by automatic subscription renewal and failed to obtain a purchase order as required per County Purchasing Policy.

Attachment: West Publishing Invoice #845525682

Subscription Invoice

LOW Prob

Page 1 of 3



THOMSON REUTERS*

Thomson Reuters
West Publishing Corporation
610 Opperman Drive
Eagan, MN 55123-1396

HAYS COUNTY JUVENILE
PROBATION DEPT

Invoice #: 845525682
Account #: 1000639574
Invoice date: December 4, 2021

HAYS COUNTY AUDITOR
712 S STAGECOACH TRL STE 1071
SAN MARCOS, TX 78666-6247

Total Due in USD
858.00

Payment Due
January 3, 2022

Summary	Charge USD	Tax total USD	Total USD
SUBSCRIPTION PRODUCT CHARGES	858.00	0.00	858.00
TOTAL INVOICE AMOUNT	858.00	0.00	858.00

Billing note:

NEW RESOURCE AVAILABLE: Find information on how to read your invoice and other commonly asked billing questions under the Billing, payment, returns & refunds section online at legal.thomsonreuters.com/en/support.

Self-Service online resources

Sign up for E-delivery of invoices at: <http://ebilling.thomsonreuters.com>
To manage your account sign up at MyAccount: <http://myaccount.tr.com/westlaw>
For online support contact us at: <http://legal.thomsonreuters.com/en/support>

A

Include this portion with your payment-Folding and stapling may delay your payment

HAYS COUNTY JUVENILE PROBATION DEPT

Invoice #: 845525682
Invoice date: December 4, 2021
Account #: 1000639574

Pay online:

Log on to <http://myaccount.tr.com/westlaw>
to make the payment electronically. Set up your
payment to be withdrawn electronically using
direct debit or credit card.

Invoice due date: January 3, 2022
Amount due in USD: 858.00

Amount enclosed _____

Please make checks payable to:

Thomson Reuters - West
Payment Center
P.O. Box 6292
Carol Stream, IL 60197-6292

DEC 21 2021

0845525682 000000000000000000000000 20211204 ZCMI 000085800 0010 1000639574 7

Subscription Invoice

Page 3 of 3



THOMSON REUTERS*

Thomson Reuters
West Publishing Corporation
610 Opperman Drive
Eagan, MN 55123-1396

HAYS COUNTY JUVENILE
PROBATION DEPT

Invoice #: 845525682
Account #: 1000639574
Invoice date: December 4, 2021

Subscription Product Charges

Product Detail	Reference #	Quantity	Unit Price USD	Charge Price USD	Tax USD	Total USD
1000639574 HAYS COUNTY JUVENILE PROBATION DEPT 712 S STAGECOACH TRL STE 1071 SAN MARCOS TX 78666-6247 Ship/Post date: November 18 Delivery # 0440412933						
KINKEADE & MCCOLLOCH'S TX PENAL CODE ANNO WITH RELATED TX LAW ANNOTATIONS 2021-2022 EDITION	6144973548	1	176.00	176.00	0.00	176.00
Ship/Post date: November 24 Delivery # 0440449772						
TX FAMILY CODE 2022	6145008924	4	77.00	308.00	0.00	308.00
Ship/Post date: November 24 Delivery # 0440470013						
TX PENAL CODE 2022	6145011852	4	72.00	288.00	0.00	288.00
Ship/Post date: November 28 Delivery # 0440504259						
TX CRIMINAL PROCEDURE CODE AND RULES 2022	6145028845	1	86.00	86.00	0.00	86.00

Subscription Product Charges Total USD
858.00

686-00.5213 CI

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

January 4, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

INGALSBE

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2021-5311-UTL	Hillside Terrace (Road Cut/Trench)	Goforth SUD (Water)
TRN-2021-5312-UTL	Grist Mill Rd (Trench & Bore)	Universal Gas & Centric Fiber (Gas & Fiber)



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 1/5/2022 .

Utility Company Information:

Name: Goforth Special Utility District
Address: 8900 Niederwald Strasse Kyle TX
Phone: 5127872742
Contact Name: Billy Hajovsky

Engineer / Contractor Information:

Name: DNT Construction
Address: 2300 Picadilly Dr Round Rock 78664
Phone: 5125526605
Contact Name: Cliff Alexander

Hays County Information:

Utility Permit Number: TRN-2021-5311-UTL
Type of Utility Service: water
Project Description:
Road Name(s): County Rd 133, Green Meadows Ln, , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

A black and white photograph of a handwritten signature in ink, appearing to read "Mark B. [unclear]".

Engineering Technician

12/29/2021

Signature


Title


Date


Untitled Map


Write a description for your map.


Legend


 Design Annotation


 Design Lines


 Falling Skies Corp

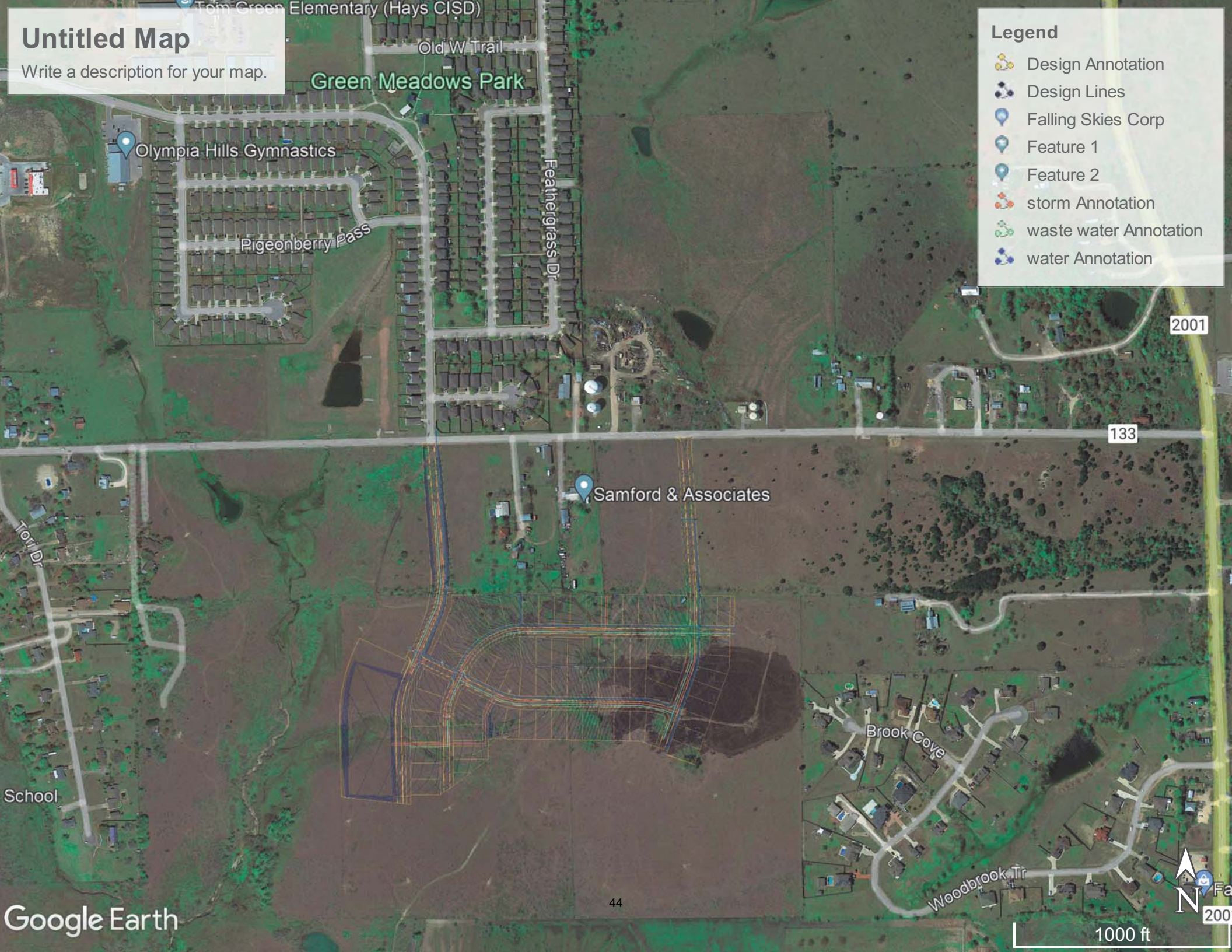
 Feature 1

 Feature 2

 storm Annotation

 waste water Annotation

 water Annotation



CIVIL ENGINEER
PAUL J. VIKTORIN (SOUTHWEST ENGINEERS)
205 CIMMARON PARK LOOP, SUITE B
BUDA, TX 78610
PHONE: (512) 312-4336
EMAIL: PAUL.VIKTORIN@SWENGINEERS.COM

OWNER/DEVELOPER INFORMATION
GJO DEVELOPMENT II, LLC
13 MONTVILLERS
SAN ANTONIO, TX 78257

SURVEYOR INFORMATION
SPOT ON SURVEYING
SCOTT HAHN
614 JERRY'S LANE
BUDA, TEXAS 78610

FLOODPLAIN STATUS
NO PORTIONS OF THIS TRACT ARE WITHIN THE OF THE 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, WHICH IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALED OR EXCEEDED IN ANY GIVEN YEAR, PER NFIP FLOOD INSURANCE RATE MAP NO'S. 48209C0290F AND 48209C0291F, DATED SEPTEMBER 2, 2005. THIS TRACT FALLS WITHIN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN).

EDWARDS AQUIFER NOTE
NO PORTION OF THIS SUBDIVISION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR CONTRIBUTING ZONE.

LEGAL DESCRIPTION:

TRACT 1:
BEING 36.81 ACRES OF LAND, MORE OR LESS, OUT OF THE JESSE B. EAVES SURVEY, ABSTRACT NO. 166, IN HAYS COUNTY, TEXAS, AND BEING THAT TRACT CONVEYED IN THE SPECIAL WARRANTY DEEDS RECORDED IN VOLUME 5142, PAGE 351 AND VOLUME 5142, PAGE 355, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 36.81 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS REQUIRED ON SCHEDULE C HEREOF.

TRACT 2:
BEING 0.98 OF AN ACRE OF LAND, MORE OR LESS, OUT OF THE JESSE B. EAVES SURVEY, ABSTRACT NO. 166, IN HAYS COUNTY, TEXAS; AND BEING THAT TRACT CONVEYED IN THE SPECIAL WARRANTY DEEDS RECORDED IN VOLUME 5142, PAGE 324 AND VOLUME 5142, PAGE 328, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 0.98 OF AN ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS REQUIRED ON SCHEDULE C HEREOF.

RECOMMENDED AS ADMINISTRATIVELY COMPLETE:

HAYS COUNTY DATE

HAYS COUNTY DIRECTOR OF TRANSPORTATION DATE

GOFORTH S.U.D. DATE

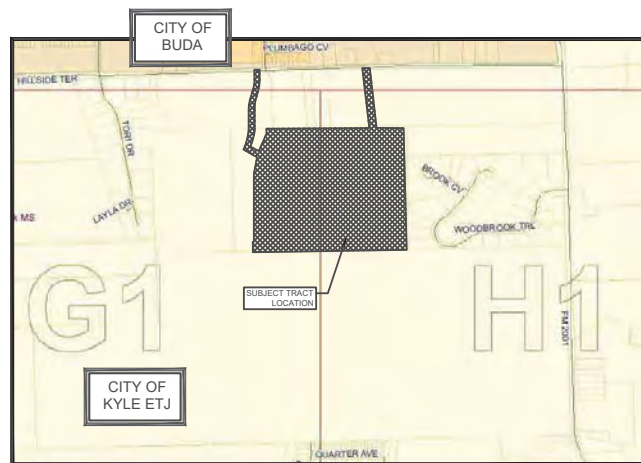
WINDY HILL UTILITY CO. DATE

STREET INVENTORY		ROW	PAVEMENT FOC-FOC	4' SW	CL LENGTH (LF)
CLASSIFICATION	STREET NAME				
LOCAL ROADWAY	CROSS BARN BLVD.	60'	28'	YES	1,426
LOCAL ROADWAY	STAGLIN STREET	60'	28'	YES	1,367
MINOR COLLECTOR	HERON DRIVE	60'	28'	YES	1,045
MINOR COLLECTOR	SCHRAMMER DRIVE	60'	28'	YES	1,266
TOTAL:					5,104

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PAUL J. VIKTORIN, PE #56879 ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.



CONSTRUCTION PLANS FOR EMMA PARK SUBDIVISION PHASE 1 HAYS COUNTY, TEXAS NOVEMBER 2021 SWE PROJECT # 0813-005-19



VICINITY MAP
N.T.S.

PROJECT DATA
SUBDIVISION PLAT NUMBER:
SUBMITTAL DATE: 08/18/2021
PROJECT ADDRESS: HILLSIDE TERRACE KYLE, TX 78640
USE: SINGLE FAMILY RESIDENTIAL

GENERAL NOTES

- THIS SUBDIVISION LIES WITHIN THE CITY OF KYLE EXTRATERRITORIAL JURISDICTION.
- THIS SUBDIVISION IS TO BE SERVICED BY:
WATER: GOFORTH SPECIAL UTILITY DISTRICT
WASTEWATER: WINDY HILL UTILITY CO.
ELECTRIC: FIDELITY ELECTRIC
- SITE IS LOCATED IN THE PLUM CREEK WATERSHED.
- THE SUBJECT PROPERTY IS LOCATED WITHIN HAYS COUNTY ESD #2 & #8.
- THE SUBJECT PROPERTY IS LOCATED WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

SHEET INDEX

- | NO. | TITLE |
|-----|---|
| 1 | COVER SHEET |
| 2 | GENERAL NOTES |
| 3 | PLAT SHEET 1 |
| 4 | PLAT SHEET 2 |
| 5 | EXISTING DRAINAGE AREA MAP |
| 6 | PROPOSED DRAINAGE AREA MAP |
| 7 | INLET DRAINAGE AREA MAP |
| 8 | EROSION AND SEDIMENTATION CONTROL PLAN (1 of 2) |
| 9 | EROSION AND SEDIMENTATION CONTROL PLAN (2 of 2) |
| 10 | HERON DRIVE STA. 10+00-17+00 |
| 11 | HERON DRIVE STA. 17+00-20+44.91 |
| 12 | SCHRAMMER DRIVE STA. 10+52.67-16+50 |
| 13 | SCHRAMMER DRIVE STA. 16+50-23+19.18 |
| 14 | CROSS BARN STA. 6+85-17+50 |
| 15 | CROSS BARN STA. 17+50-24+26.40 |
| 16 | STAGLIN DR. STA. 10+00-17+50 |
| 17 | STAGLIN DR. STA. 17+50-23+66.36 |
| 18 | SIGNAGE AND PAVEMENT PLAN |
| 19 | LOT GRADING PLAN |
| 20 | WALL 1 PLAN & PROFILE |
| 21 | WALL 2 PLAN & PROFILE |
| 22 | OVERALL STORM DRAIN PLAN |
| 23 | SD LN A (1 of 4) |
| 24 | SD LN A (2 of 4) |
| 25 | SD LN A (3 of 4) |
| 26 | SD LN A (4 of 4) |
| 27 | SD LN B LATERALS |
| 28 | SD LN B (1 of 5) |
| 29 | SD LN B (2 of 5) |
| 30 | SD LN B (3 of 5) |
| 31 | SD LN B (4 of 5) |
| 32 | SD LN B (5 of 5) |
| 33 | SD LN B LATERALS (1 of 2) |
| 34 | SD LN B LATERALS (2 of 2) |
| 35 | SD LN C & SD LN C1 |
| 36 | SD LN D (1 of 2) |
| 37 | SD LN D (2 of 2) |
| 38 | SD LN D LATERALS |
| 39 | DETENTION POND PLAN & DETAILS |
| 40 | OVERALL WATER PLAN |
| 41 | WTR LN A PROFILE (1 of 2) |
| 42 | WTR LN A PROFILE (2 of 2) |
| 43 | WTR LN B PROFILE (1 of 2) |
| 44 | WTR LN B PROFILE (2 of 2) |
| 45 | WTR LN C PROFILE (1 of 2) |
| 46 | WTR LN C PROFILE (2 of 2) |
| 47 | WTR LN D PROFILE (1 of 2) |
| 48 | WTR LN D PROFILE (2 of 2) |
| 49 | OVERALL WASTEWATER PLAN |
| 50 | WW LN A (1 of 3) |
| 51 | WW LN A (2 of 3) |
| 52 | WW LN A (3 of 3) |
| 53 | WW LN B (1 of 2) |
| 54 | WW LN B (2 of 2) |
| 55 | WW LN C & E |
| 56 | WW LN D |
| 57 | DETAILS - STREETS |
| 58 | DETAILS - TRAFFIC CONTROL PLAN |
| 59 | DETAILS - DRAINAGE |
| 60 | DETAILS - WATER |
| 61 | DETAILS - WASTEWATER |
| 62 | DETAILS - STRUCTURAL |

OWNERS: GJO DEVELOPMENT II, LLC
ADDRESS: 13 MONTVILLERS
SAN ANTONIO, TX 78257
PHONE: (512) 312-4336 FAX: (512) 312-4336
ACREAGE: 59.70 TOTAL IMPERVIOUS COVER
LEGAL DESCRIPTION: W/4 MOORE A-351, 1/4 EAVES A-166
ADDRESS: HILLSIDE TERRACE
BUDA, TEXAS 78610
LAND USE SUMMARY: SF - 197 RESIDENTIAL LOTS
DATE: 9/16/2021
PERSON PREPARING PLAN: PAUL VIKTORIN
COMPANY: SOUTHWEST ENGINEERS
ADDRESS: 205 CIMMARON PARK LOOP, STE B
BUDA, TEXAS 78610
PHONE: (512) 312-4336 FAX: (512) 312-4336
SURVEYOR: SCOTT HAHN
COMPANY: SPOT ON SURVEYING
ADDRESS: 614 JERRY'S LANE
BUDA, TEXAS 78610
PHONE: (512) 312-4336 FAX: (512) 312-4336



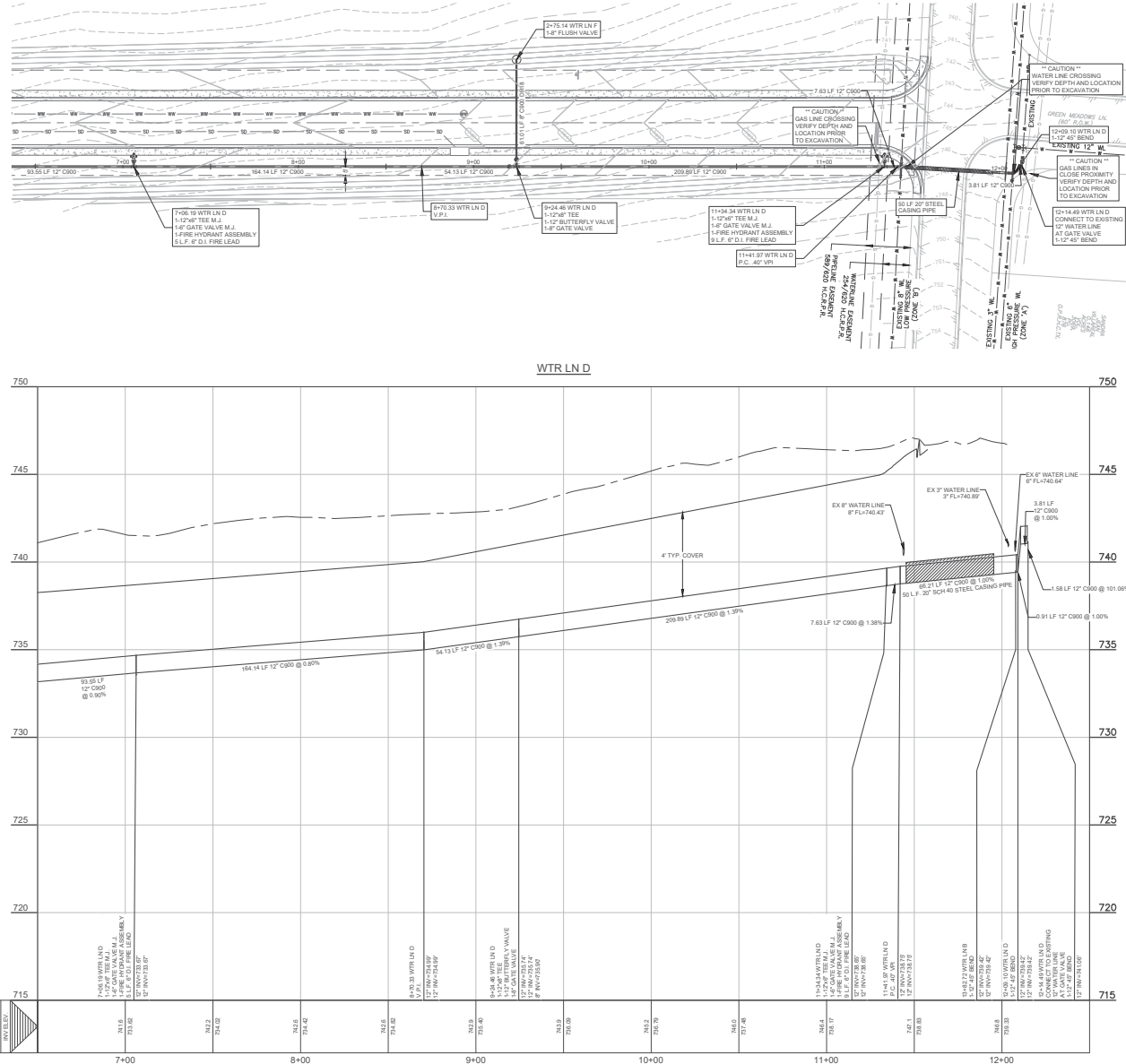
**Southwest
Engineers**

HEADQUARTERS
307 Saint Lawrence Street, Gonzales TX 78629
P: 830.672.7546 F: 830.672.2034

CENTRAL TEXAS
205 Cimmaron Park Loop, Ste. B, Buda TX 78610
P: 512.312.4336

NO.	DESCRIPTION	REVISE (R) ADD (A) VOID (V) SHEET NO.'S	TOTAL SHEETS IN PLAN SET	NET CHANGE IMP. COVER	SITE IMP. COVER	% SITE IMP. COVER	APPROVED DATE	IMAGED DATE

SHEET 1 OF 62



LEGEND	
---	PROPERTY LINE (ADJACENT)
---	EXISTING EASEMENT
---	EXISTING ELECTRICAL
---	EXISTING UNDERGROUND ELEC.
---	EXISTING OVERHEAD ELEC.
---	EXISTING GAS
---	EXISTING CONTOUR
---	PROPOSED CONTOUR
---	EXISTING TREE (TO REMAIN)
PROPOSED EDGE PAVEMENT	
EXISTING UTILITIES:	
---	FIRE HYDRANTS
---	WATER VALVE
---	MANHOLE (STORM)
---	MANHOLE (WW)
---	INLET
---	WATER
---	WASTEWATER
---	STORM SEWER
PROPOSED UTILITIES:	
---	FIRE HYDRANTS
---	WATER VALVE
---	MANHOLE (STORM)
---	MANHOLE (WW)
---	INLET
---	WATER
---	WASTEWATER
---	STORM SEWER

UTILITY SERVICE LEGEND	
---	DOUBLE WATER
---	METER SERVICE
---	SINGLE WATER SERVICE

- UTILITY NOTES:
- CONTRACTOR TO FIELD VERIFY ALL VERTICAL AND HORIZONTAL LOCATIONS OF EXISTING UTILITY LINES PRIOR TO CONSTRUCTION OF PROPOSED IMPROVEMENTS.
 - THE CONTRACTOR SHALL CONTACT THE ENGINEER IF DISCREPANCIES ARISE BETWEEN RECORD INFORMATION AND IN THE FIELD.
- WATER NOTES (GO FORTH):
- APPROVED BEDDING MATERIAL FOR 60\"/>

THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. THE CONTRACTOR WILL AGREE TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE INCURRED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES, STRUCTURES OR FACILITIES. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES 24 HOURS PRIOR TO COMMENCING CONSTRUCTION.

NO.	REVISION	DATE



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY PAUL J. VIKTORIK, P.E. # 66679 ON THE DATE INDICATED. ANY ALTERATIONS OF THIS SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.



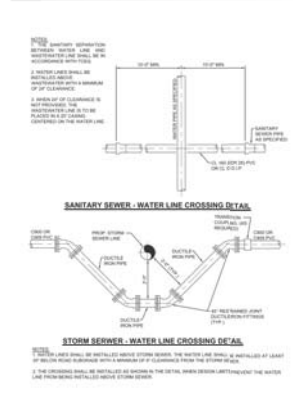
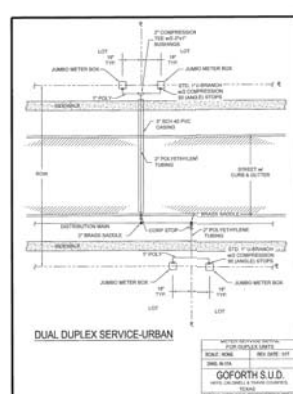
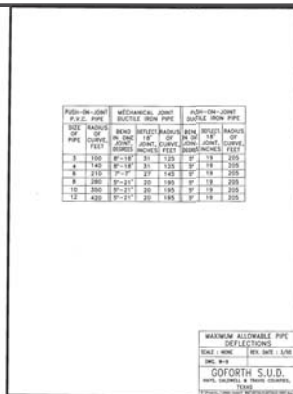
HEADQUARTERS
307 Saint Lawrence Street, Carrollton, TX 75006
P: 930.672.7546 F: 930.672.2034
CENTRAL TEXAS
205 Cimarron Park Loop, Ste. B, Buda, TX 78610
P: 512.312.4336
www.swengineers.com

WARNING
IF THIS BAR DOES NOT MEASURE 1", THE DRAWING IS NOT TO SCALE
DRAWN BY: TJB
CHECKED BY: PJV

WTR LN D PROFILE (2 OF 2)

EMMA PARK SUBDIVISION PHASE 1
HILLSIDE TERRACE (C.R. 133), BUDA, TEXAS 78610

PROJECT NO. 813-005-19
DRAWING NO. _____
SHEET 48 OF 62



	PROJECT NO. <u>8</u>
PHASE 1 S 78610	DRAWING NO. _____
	SHEET <u>60</u>



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 1/14/2022 .

Utility Company Information:

Name: Centric Fiber, LLC

Address: 9750 FM 1488 Magnolia TX

Phone: 8327451121

Contact Name: Chris Burton

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2021-5312-UTL

Type of Utility Service: Gas + Fiber

Project Description:

Road Name(s): Grist Mill Rd, , , , , SH-21, ,

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 black and white photograph of a handwritten signature in ink, appearing to read "Mark B. [unclear]".

Engineering Technician

12/29/2021

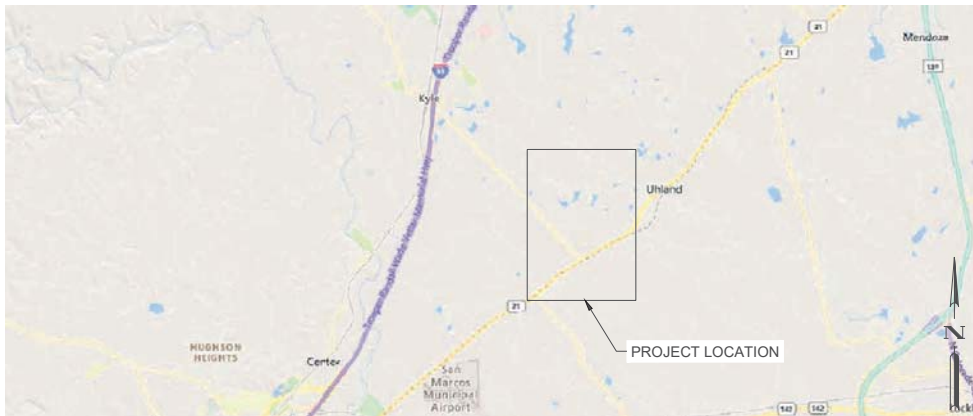
Signature

Title

Date

HOOKS GAS PIPELINE & CENTRIC FIBER HARVEST CREEK HAYS COUNTY PERMIT

HAYS COUNTY, TEXAS
DECEMBER 03, 2021



VICINITY MAP

SCALE: N.T.S.



LOCATION MAP

SCALE: 1" = 3000'

SHEET INDEX	
SHEET	DESCRIPTION
1	COVER & SHEET INDEX
2	GENERAL NOTES & LEGEND
3	PLAN STA:145+72 TO 168+50
4	PLAN STA:168+50 TO 192+50
5	PLAN STA:192+50 TO 216+50
6	PLAN STA:216+50 TO 240+50
7	PLAN STA:240+50 TO 264+50
8	PLAN STA:264+50 TO 268+40

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

HOOKS
GAS PIPELINE
CENTRIC
FIBER

POND
3500 PARKWAY LANE, SUITE 500
PEACHTREE CORNERS, GA 30092
PHONE: (678) 336-7740
FAX: (678) 336-7744
WEB: WWW.POND.CO.COM
TEXAS ENGINEERING FIRM NO. F-3871
POND PROJECT NO. 1210652



SHEET
1 OF 8

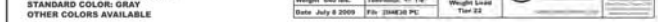
1. TOTAL DISTANCE = 12,268 L.F.

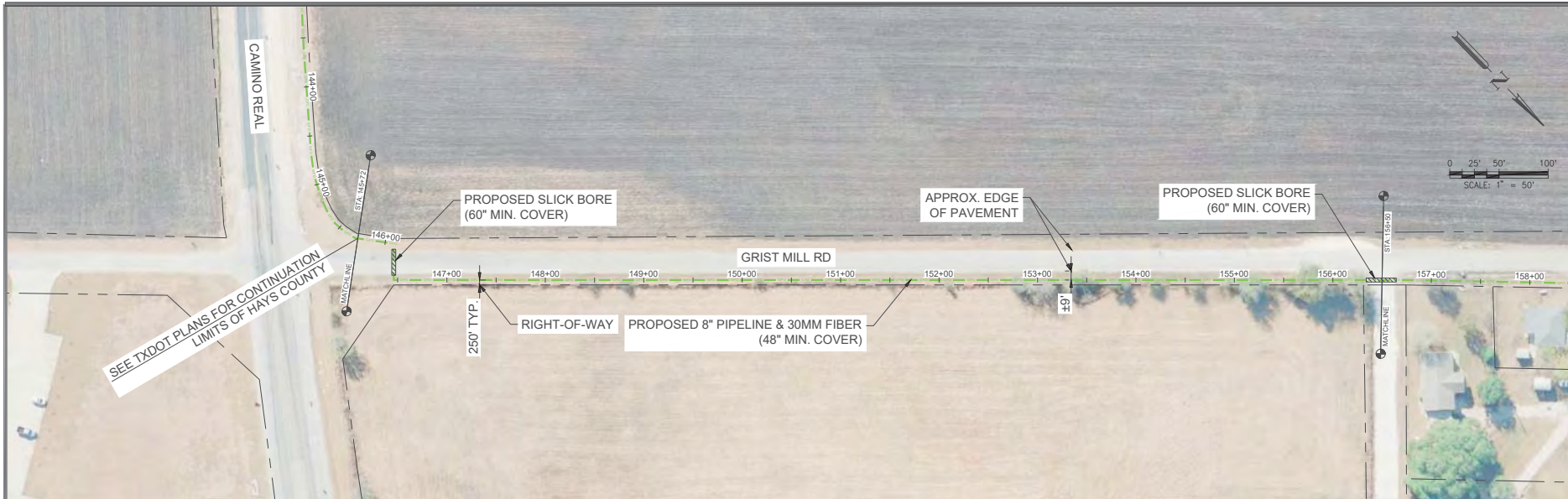
17. HANDHOLE TO BE INSTALLED APPROXIMATELY EVERY 1,000 FEET.

PROPOSED SLICK BORE



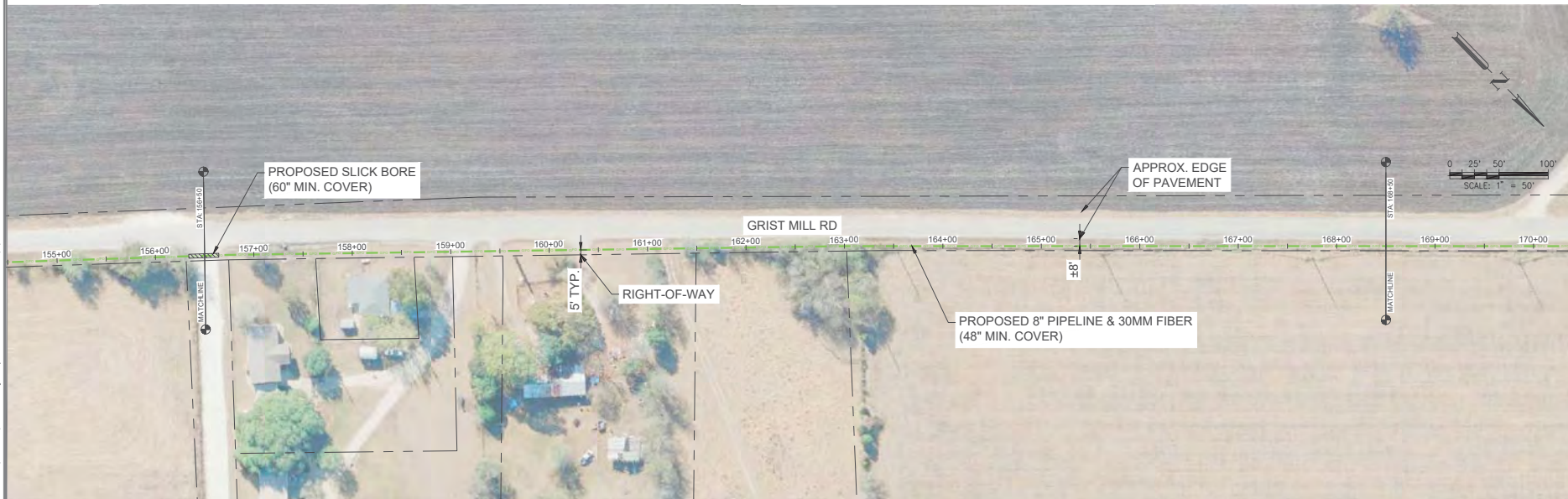
PROFESSIONAL.





PLAN VIEW - STA:145+72 TO 156+50

SCALE: 1" = 50'



PLAN VIEW - STA:156+50 TO 168+50

SCALE: 1" = 50'

X:\P21\210825\04\00_BMA\04.02.DWG SECTION 2.dwg Plot Date: 12/2/2021 4:48:05 PM Layout: 3. COUNTY_GAF

DATE	APP
DESCRIPTION	
BY	
DESIGNED BY: VPE	
REVIEWED BY: JAL	
DRAWN BY: DTL	



HOOKS CENTRIC
GAS PIPELINE

HOOKS GAS PIPELINE & CENTRIC FIBER

PLAN STA:145+72 TO 168+50



STATE OF TEXAS
VINCENT P. EASTWOOD
142396
EXPIRES 12/31/2024

SHEET
3 OF 8



PLAN VIEW - STA:168+50 TO 180+50

SCALE: 1" = 50'



PLAN VIEW - STA:180+50 TO 192+50

SCALE: 1" = 50'

X:\721\210625\04\00_BMW\04.00_SECTION_2.dwg Layout: 4 COUNTY.dwg Printed: 12/3/2021 4:48:16 PM

DESIGNED BY:	VPE
REVIEWED BY:	JAL
DRAWN BY:	DTL

HOOKS CENTRIC GAS PIPELINE

PLAN STA:168+50 TO 192+50

STATE OF TEXAS
VINCENT P. GARDNER
142306
MAY 2021

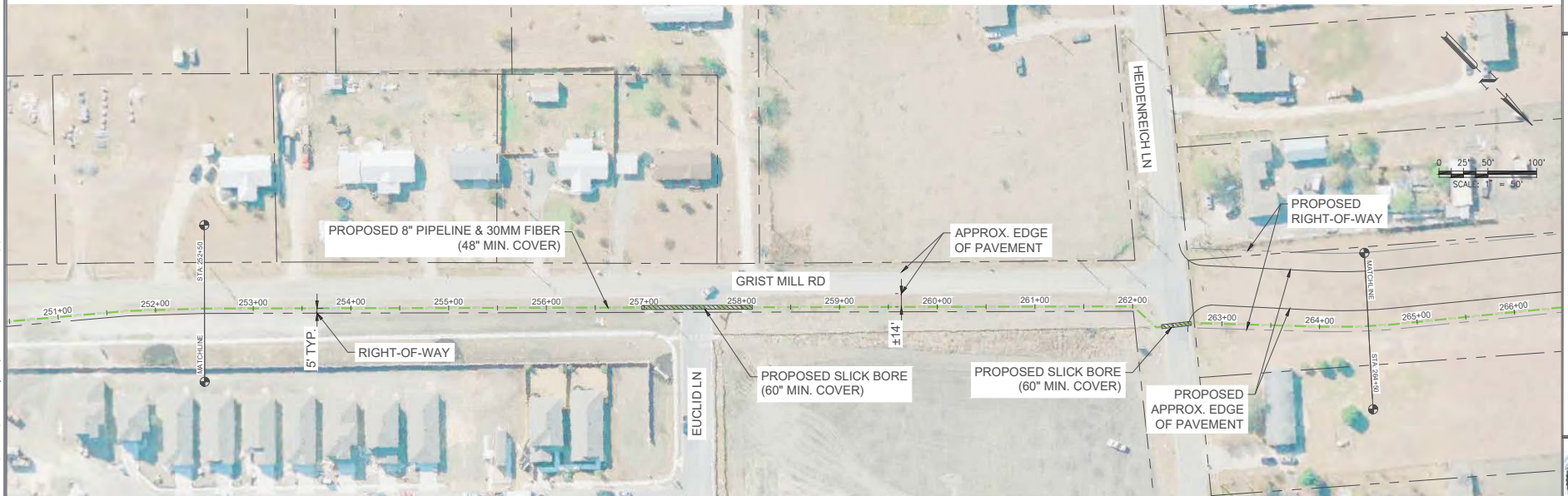
SHEET 4 OF 8

DATE: 12/03/2021



PLAN VIEW - STA:240+50 TO 252+50

SCALE: 1" = 50'



PLAN VIEW - STA:252+50 TO 264+50

SCALE: 1" = 50'

DATE	APR
DESCRIPTION	
DESIGNED BY:	VPE
REVIEWED BY:	JAL
DRAWN BY:	DTL

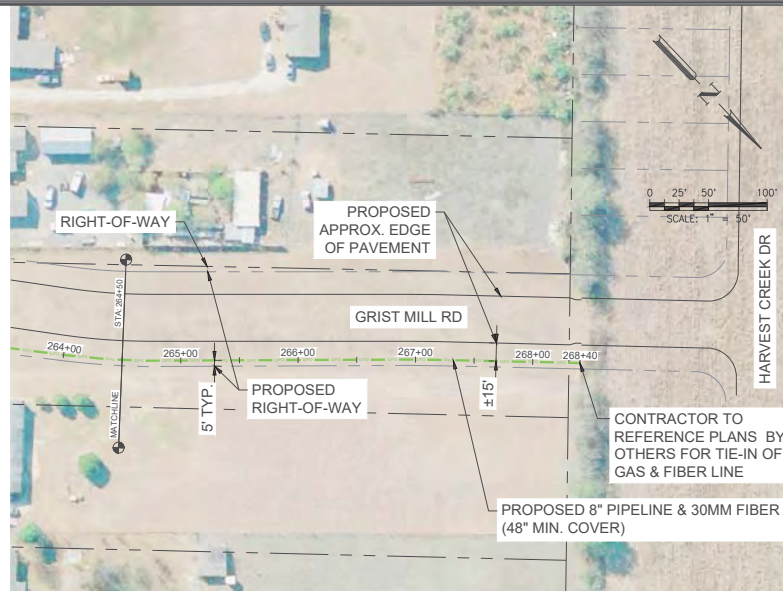
HOOKS CENTRIC
GAS PIPELINE

HOOKS GAS PIPELINE & CENTRIC FIBER

PLAN STA:240+50 TO 264+50

STATE OF TEXAS
VINCENT P. GASTROBOOK
142306
JUL 14 2021

SHEET
7 OF 8



PLAN VIEW - STA:264+50 TO 268+40

SCALE: 1" = 50'

DESIGNED BY:	VPE
REVIEWED BY:	JAL
DRAWN BY:	DTL

DATE	APR
DESCRIPTION	
REV	

HOOKS CENTRIC
GAS PIPELINE

HOOKS GAS PIPELINE & CENTRIC FIBER

PLAN STA:264+50 TO 268+40

STATE OF TEXAS
VINCENT P. EASTENDORP
142306
EXPIRES 12/31/2021

SHEET
8 OF 8

DATE: 12/03/2021



VICINITY MAP

SCALE: N.T.S.



LOCATION MAP

SCALE: 1" = 3000'

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the execution of Amendment No. 4 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.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 4, 2022	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Amendment No. 4 to the GLO Contract No. 18-501-000-B226, reflects the new termination date of February 22, 2022.



**AMENDMENT NO. 4 TO
GLO CONTRACT NO. 18-501-000-B226**

THE GENERAL LAND OFFICE (the "GLO") and **HAYS COUNTY** (""), each a "Party" and collectively "the Parties" to GLO Contract No. 18-501-000-B226 (the "Contract"), desire to amend the Contract. Therefore, the Parties agree as follows:

1. **SECTION 3.01** of the Contract is amended to reflect a termination date of **February 22, 2022**.
2. This Amendment shall be effective upon the earlier of the date of the last signature or December 22, 2021.
3. The terms and conditions of the Contract not amended herein shall remain in force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 4 TO
GLO CONTRACT No. 18-501-000-B226

GENERAL LAND OFFICE

HAYS COUNTY

Mark A. Havens, Chief Clerk/
Deputy Land Commissioner
Date of execution: _____

Name: Ruben Becerra
Title: _____
Date of execution: _____

OGC ^{DS} gm _____
PM ^{DS} AL _____
SDD ^{DS} HL _____
DGC ^{DS} MB _____
GC ^{DS} JG _____

Certificate Of Completion

Envelope Id: 1F33335DE628416B9BB92F29A06A24E2

Status: Sent

Subject: \$0 Amendment No. 4: 18-501-000-B226 - Hays County (Texas GLO)

Source Envelope:

Document Pages: 14

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 5

Amy Navarro

AutoNav: Enabled

1700 Congress Ave

Enveloped Stamping: Enabled

Austin, TX 78701

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

Amy.Navarro@glo.texas.gov

IP Address: 104.58.44.180

Record Tracking

Status: Original

Holder: Amy Navarro

Location: DocuSign

12/21/2021 11:18:08 AM

Amy.Navarro@glo.texas.gov

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

Ginger Mills



Sent: 12/21/2021 1:01:43 PM

Ginger.Mills@glo.texas.gov

Viewed: 12/21/2021 4:33:31 PM

Attorney

Signed: 12/21/2021 4:33:41 PM

Texas General Land Office, Office of General Counsel

Signature Adoption: Pre-selected Style
Using IP Address: 165.225.34.60

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ann Lister



Sent: 12/21/2021 4:33:48 PM

ann.lister.glo@recovery.texas.gov

Viewed: 12/22/2021 7:08:07 AM

Grant Manager

Signed: 12/22/2021 7:08:50 AM

Texas General Land Office

Signature Adoption: Pre-selected Style
Using IP Address: 71.221.69.124

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Heather Lagrone



Sent: 12/22/2021 7:08:54 AM

heather.lagrone.glo@recovery.texas.gov

Viewed: 12/22/2021 9:34:00 AM

Sr Dep Director

Signed: 12/22/2021 9:34:14 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 104.54.227.24
Signed using mobile**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Marc Barenblat



Sent: 12/22/2021 9:34:22 AM

marc.barenblat@glo.texas.gov

Viewed: 12/22/2021 11:35:15 AM

Deputy General Counsel

Signed: 12/22/2021 11:35:15 AM

Texas General Land Office

Signature Adoption: Pre-selected Style
Using IP Address: 165.225.34.69

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.84	Sent: 12/22/2021 11:35:18 AM Viewed: 12/22/2021 11:37:15 AM Signed: 12/22/2021 11:37:24 AM
Ruben Becerra judge.becerra@co.hays.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 12/22/2021 11:37:28 AM Resent: 12/22/2021 11:52:38 AM Resent: 12/22/2021 12:02:04 PM Viewed: 12/22/2021 12:22:07 PM
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2021 11:51:02 AM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2021 11:51:02 AM
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2021 11:51:03 AM

Carbon Copy Events	Status	Timestamp
Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2021 11:51:03 AM Resent: 12/21/2021 1:01:42 PM
Amy Navarro amy.navarro@glo.texas.gov Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2021 11:51:03 AM
Robert Sonnier Bob.Sonnier@glo.texas.gov Purchaser Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2021 11:51:03 AM Viewed: 12/22/2021 7:45:21 AM
Matthew Anderson matthew.anderson.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2021 4:33:49 PM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2021 4:33:49 PM
Esmeralda Sanchez Esmeralda.Sanchez.glo@recovery.texas.gov Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2021 4:33:49 PM
Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/22/2021 7:08:54 AM

Carbon Copy Events	Status	Timestamp
<p>Judy Langford judy@lcmisinc.com President Langford Community Management Services, Inc. Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Sage Hopmeier Sage.Hopmeier@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Pamela Mathews pamela.mathews.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Denise Hall denise.hall.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Tanya Masike tanya.masike.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:</p>	<div>COPIED</div>	<p>Sent: 12/22/2021 11:37:27 AM Viewed: 12/22/2021 11:46:52 AM</p>

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Caley Carmichael caley.carmichael.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/21/2021 11:51:03 AM
Payment Events	Status	Timestamps

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the submission of a grant application and execution of a commitment of funds letter to Texas Department of Emergency Management, Hazard Mitigation Grant Program, for the Hays County Flood Warning System continuation.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 4, 2022	\$153,866.90

LINE ITEM NUMBER

--

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

The grant application is to expand the Flood Warning system by adding equipment to eight more low water crossings across Hays County. The grant will be submitted to Hazard Mitigation Grant Program through the Texas Department of Emergency Management. The HMGP program will contribute up to 75% of the total project cost and the county will provide 25% of the total cost as a match. Each location will have 1 master pole and 2 flasher poles. These are turn-key systems and they include database, mapping and alarming notification setup.

Total Project Cost: \$615,467.60
Federal Share: \$461,600.70
County Match: \$153,866.90

Attachments:

ApplicationCertification_712B6F
Application-for-Federal-Assistance-SF-424
Grants-Terms-and-Conditions



Hazard Mitigation Grant Program

Application Certification

Grant Program: HMGP CFDA #: 97.039 Grant #: 4586

Applicant: Hays County

Project Type: Initiative - Warning Systems

Project Title: Hays County Flood Warning System

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program as contained in the program guidelines and that all information contained herein is true and correct to the best of my knowledge.

The governing body of the applicant has duly authorized the document, and hereby applies for the assistance documented in this application.

The applicant understands that the project may proceed **ONLY AFTER FEMA APPROVAL** is gained.

Ruben Becerra

Typed Name of Certifying Official

County judge

Title

512-214-3533

Telephone Number

Signature of Certifying Official

Date Signed

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Hays County

* b. Employer/Taxpayer Identification Number (EIN/TIN):

74-60022415029

* c. Organizational DUNS:

0974948840000

d. Address:

* Street1:

712 S. Stagecoach Trail

Street2:

* City:

San Marcos

County/Parish:

Hays

* State:

TX: Texas

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

78666-5999

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Ruben

Middle Name:

* Last Name:

Becerra

Suffix:

Title:

County Judge

Organizational Affiliation:

Hays County

* Telephone Number:

512-393-2205

Fax Number:

* Email:

judge.becerra@co.hays.tx.us

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Department of Homeland Security

11. Catalog of Federal Domestic Assistance Number:

97.039

CFDA Title:

* 12. Funding Opportunity Number:

DR-4586-TX

* Title:

Texas Winter Storm DR-4586

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Hays County Flood Warning System

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant TX-25

* b. Program/Project TX-25

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2022

* b. End Date: 07/31/2023

18. Estimated Funding (\$):

* a. Federal	461,598.00
* b. Applicant	
* c. State	
* d. Local	153,866.00
* e. Other	
* f. Program Income	
* g. TOTAL	615,464.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Ruben

Middle Name:

* Last Name: Becerra

Suffix:

* Title: County Judge

* Telephone Number: 5123932205 Fax Number:

* Email: judge.becerra@co.hays.tx.us

* Signature of Authorized Representative:



* Date Signed:



GRANT TERMS AND CONDITIONS

This Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the award recipient, _____, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this award without the express, prior written consent of TDEM and/or DHS/FEMA or other awarding agency.

- a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.
- b. A Recipient is also a "non-federal entity" for administration purposes.
- c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.
- d. A Subrecipient is also a "non-federal entity" for administration purposes.
- e. The "Grant" referred to in this agreement is an award to the Subrecipient passed through from TDEM to the Subrecipient.
- f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.
- g. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.
- h. TDEM uses contractors to administer subawards, both in communication with Subgrantees and the awarding agency. A Subgrantee's point of contact for all awards will be the regional Recovery or Mitigation Coordinator followed by the regional contractor. Subgrantees should update their primary points of contact with every new award in addition to each time a contact may change.
- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
 - 1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 - 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 - 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 - 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 - 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 - 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 - 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
 - 8. Request for Information and Documentation referred to as "Exhibit H"

GRANT TERMS AND CONDITIONS

- B. **Failure to Perform.** In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

- C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
 2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund. If the subrecipient is unable to refund the amount due at the time of request, they may request offset funds from other open projects under the same award or request a payment plan. If a subrecipient does not provide the amount requested within 30 calendar days, TDEM will first offset the amount with any available funds within the same award and may pursue other remedies to receive payment in full.

- D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

- E. **Uniform Administrative Requirements, Cost Principles and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism

GRANT TERMS AND CONDITIONS

- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- Disaster Recovery Reform Act of 2018 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<https://grants.tdem.texas.gov>

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this

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Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

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Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision-making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

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suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.tdem.texas.gov under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

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The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

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from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

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been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

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12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant**. TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.

The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
 2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
 3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
 4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.
- P. **Notices**. All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will 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 and 44 C.F.R. Part 19), 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) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-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 agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which 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 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will 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.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

GRANT TERMS AND CONDITIONS

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will 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 and 44 C.F.R. Part 19), 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) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-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 agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which 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) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (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) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (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).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will 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.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

GRANT TERMS AND CONDITIONS

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 - 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 - 2. Have not within a three-year period preceding this Grant 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;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 - 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

GRANT TERMS AND CONDITIONS

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. 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 and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, 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 the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-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) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

GRANT TERMS AND CONDITIONS

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which 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 (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, 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).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. 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.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

GRANT TERMS AND CONDITIONS

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

GRANT TERMS AND CONDITIONS

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State-Federal team (or FEMA process equivalent).
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). For projects written at 100% complete, documentation must be submitted within 90 days of the Recovery Scoping Meeting (or FEMA process equivalent) or within 90 days of the work completion date (both Hazard Mitigation and Public Assistance), whichever is later, regardless of whether the project has been obligated. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. e) Provides detailed milestones documenting expected progress. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 90 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small (\$128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly progress reports (QPR) for open large projects and all Hazard Mitigation Grant Program projects using TDEM's GMS. Your assigned Public Assistance and/or Mitigation Coordinator will coordinate the due date for your specific reporting. Reports shall record all

GRANT TERMS AND CONDITIONS

information in an accurate and timely manner for each quarter. Detailed information regarding each item of information required is available on the form in GMS. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
13. TDEM will be using the FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
14. TDEM requires the use of its Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost change requests, Quarterly Progress Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

GRANT TERMS AND CONDITIONS

EXHIBIT G

Match Certification

Additional Grant Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

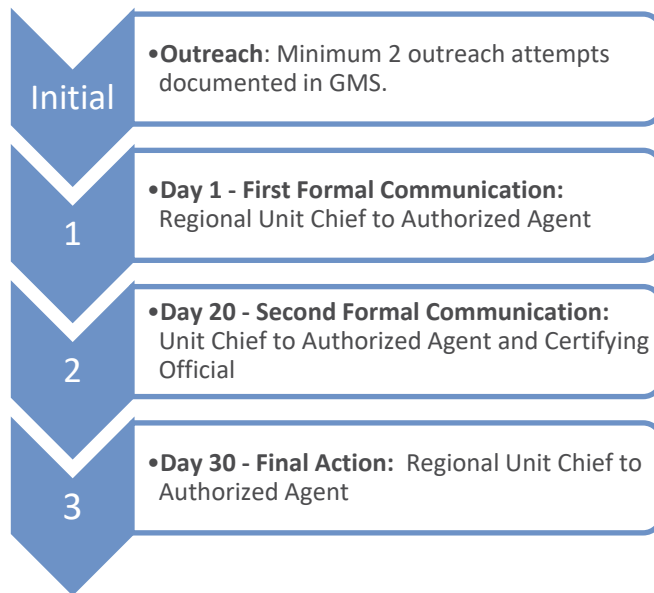
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Formal Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework to support this endeavor following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the Formal RFI process as communication is the key to success.

Scope: This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to request for information. The timelines outlined below represent a single 30-day period, containing three milestones.

Generally, this 30-day RFI Timeline begins after TDEM sufficiently documents communication (minimum of two GMS documented forms of outreach) with the subrecipient that has been escalated up to the Regional Unit Chief regarding the requested documentation. However, nothing limits the ability of TDEM to issue either a First or Second Request.



RFI Timelines

First Formal Communication

The TDEM Regional Unit Chief will issue a read-receipt, high importance email to the subrecipient's Authorized Agent(s) highlighting previous requests and allowing thirty calendar days to provide the requested information.

Second Formal Communication

TDEM staff will issue a formal reminder through a letter signed by the Unit Chief which is then emailed to the subrecipient's Authorized Agent(s) and Certifying Official informing them of the final ten business days remaining to provide the requested information. The Assistant Chief is to be copied on the email for visibility.

Final Action

If the RFI is not sufficiently answered, the Unit Chief will verbally contact the subrecipient's Authorized Agent(s) informing them of TDEM's intent to proceed with deobligation of funds or other remedies deemed appropriate by TDEM. Deobligation requires any previously paid funds to be returned to TDEM within thirty calendar days, per the State Administrative Plan.

GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

_____ Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

_____ Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

_____ State of Texas Assurances, hereinafter referred to as “Exhibit D”

_____ Environmental Review Certification, hereinafter referred to as “Exhibit E”

_____ Additional Grant Conditions, hereinafter referred to as “Exhibit F”

_____ Additional Grant Certifications, hereinafter referred to as “Exhibit G”

_____ Request for Information and Documentation referred to as “Exhibit H”

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

Signature of Certifying Official

Date

Printed Name and Title

Hays County Letter Head or Seal

January 4th, 2021

Texas Department of Emergency Management
1033 La Posada Dr.
Suite 300
Austin, Texas 78752-3824

To Whom it May Concern,

Hays County is seeking funding through the Hazard Mitigation Grant Program to expand the early flood warning system in the county. It is recognized that this program involved both federal and local funding with a 75% federal share and a required local match of 25%.

The Hays County Commissioners' Court is committing \$153,866.90 towards the expansion of the flood warning system in Hays County. These funds will be used as the required 25% match for the project. The Hays County Commissioners Court fully supports the expansion of the early flood warning system and recognizes the importance of this system.

Thank you for your attention to this matter.

Sincerely,

Ruben Becerra
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 appointment of Commissioner Mark Jones to serve on the Texas Innovation Corridor Transportation Alliance for a one-year term ending December 31, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 4, 2022	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Debbie Ingalsbe	INGALSBE	N/A

SUMMARY

Texas Innovation Corridor Transportation Alliance is a newly created transportation initiative, grounded in Hays and Caldwell counties, is in furtherance of the Vision 2025 strategic plan. As a member of the GSMP Workgroup focused on the third goal identified by the Vision 2025 plan, which is to accommodate and Manage Quality Growth, I am working to formally assemble our inaugural Alliance membership.

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 appointment of Alderman Lee Taylor, City of Mountain City, to serve as the rotating municipal member on the Texas Innovation Corridor Transportation Alliance for a one-year term ending December 31, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	January 4, 2022	N/A

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Mark Jones	JONES	INGALSBE

SUMMARY

Texas Innovation Corridor Transportation Alliance is a newly created transportation initiative, grounded in Hays and Caldwell counties, is in furtherance of the Vision 2025 strategic plan. As a member of the GSMP Workgroup focused on the third goal identified by the Vision 2025 plan, which is to accommodate and Manage Quality Growth, I am working to formally assemble our inaugural Alliance membership.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve renewal of RFP 2020-P01 HVAC - Maintenance and Repair Services with JM Engineering, LLC.

ITEM TYPE

CONSENT

MEETING DATE

January 4, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Tammy Crumley

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

RFP 2020-P01 is scheduled to expire on January 4, 2022. JM Engineering, LLC would like to renew its contract for one additional year.

Attached:

RFP 2020-P01 Contract Renewal



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 29, 2021

JM Engineering, LLC
1314 Hillridge Drive
Round Rock, TX 78665

RE: Annual contract renewal

The annual contract for HVAC – Maintenance and Repair Services County Wide, RFP 2020-P01 is scheduled to expire on January 11, 2022. This letter will serve as official notice that Hays County would like to exercise its first (1st) option to renew the existing contract for one (1) additional year effective January 12, 2022 – January 11, 2023, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor


Signature
Jay A. Weinberger

JM Engineering, LLC

Company
December 29, 2021

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 Treasurer's and Investment Reports for 4th Quarter of 2021.

ITEM TYPE

CONSENT

MEETING DATE

January 4, 2022

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 FY 2021 Qtr 4 Treasurer's Reports and Investment Reports

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF JULY 2021

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 221,352.98	\$ -	\$ 6,000,018.46	\$ 6,200,000.00	\$ 11,905,096.00	\$ -	\$ 516,275.44	\$ 79,020,780.89	\$ 79,537,056.33
Road and Bridge General	\$ 115,892.09	\$ -	\$ 139,900.03		\$ 3,015.20	\$ -	\$ 252,776.92	\$ 17,941,212.03	\$ 18,193,988.95
Medical and Dental Fund	\$ 3,583.76	\$ -	\$ 1,350.00	\$ 1,400,000.00	\$ 1,393,128.95	\$ -	\$ 11,804.81	\$ 10,516,812.01	\$ 10,528,616.82
Sheriff's Drug Forfeiture	\$ 2,434.65	\$ -	\$ 7,317.75	\$ -	\$ -	\$ -	\$ 9,752.40	\$ 149,691.53	\$ 159,443.93
Sheriff's Federal Discretionary	\$ 53,815.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,815.64	\$ -	\$ 53,815.64
District Attorney Drug Forfeiture	\$ 64,255.47	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,255.47	\$ 66,421.73	\$ 130,677.20
Hot Check Fee Fund	\$ 41,831.48	\$ -	\$ 113.53	\$ -	\$ -	\$ -	\$ 41,945.01	\$ -	\$ 41,945.01
Family Health Services	\$ 233,797.72	\$ -	\$ 120,899.98	\$ -	\$ -	\$ -	\$ 354,697.70	\$ 1,095,190.84	\$ 1,449,888.54
Juvenile Detention Center	\$ 605,177.65	\$ -	\$ 208,096.20	\$ -	\$ -	\$ -	\$ 813,273.85	\$ 13,777.13	\$ 827,050.98
Tobacco Settlement Fund	\$ 8,181.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,181.49	\$ 174,904.96	\$ 183,086.45
HCL Provider Participation Fund	\$ 2,748,260.23	\$ -		\$ 850,000.00	\$ 3,577,320.64	\$ -	\$ 20,939.59	\$ 3,880,277.28	\$ 3,901,216.87
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 72,076.21	\$ 72,077.21
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 1,464,399.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,464,399.00	\$ 5,441,941.51	\$ 6,906,340.51
Help America Vote	\$ 309,127.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 309,127.93	\$ -	\$ 309,127.93
Corona Virus Relief Fund	\$ 9,916.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,916.58	\$ 530,641.75	\$ 540,558.33
Emergency Rental Assistance	\$ 6,955,475.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,955,475.70	\$ -	\$ 6,955,475.70
Historical Commission Trust Fund	\$ 417.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 417.62	\$ 134,469.14	\$ 134,886.76
CONSTRUCTION FUNDS:									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 609,526.40	\$ 609,527.40
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 611,283.31	\$ 611,284.31
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,064,123.36	\$ 5,064,124.36
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2016	\$ 3,103.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,103.23	\$ 9,643,252.72	\$ 9,646,355.95
Limited Tax Bond Series 2017	\$ 39,037.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,037.16	\$ 10,619,641.80	\$ 10,658,678.96
Road Construction Bond Series 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 2,035.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,035.78	\$ 90,593,598.43	\$ 90,595,634.21
La Cima	\$ 166,495.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,495.40	\$ -	\$ 166,495.40
CDBG Disaster Recovery Program	\$ 18,045.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,045.21	\$ -	\$ 18,045.21
LCRA Service Fee Fund	\$ 27,238.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,238.07	\$ 1,246.66	\$ 28,484.93
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
INTEREST AND SINKING FUNDS:									
Hays County I & S	\$ 1,081,071.14	\$ -	\$ 3,953,238.00	\$ -	\$ -	\$ -	\$ 5,014,309.14	\$ 14,577,221.21	\$ 19,591,530.35
GRAND TOTALS:	\$ 14,181,684.23	\$ -	\$ 10,430,933.95	\$ 8,450,000.00	\$ 16,878,660.79	\$ -	\$ 16,184,037.39	\$ 250,758,091.10	\$ 266,942,126.49

Hays County Treasurer's Investment Report

FOR JULY 2021

SAGE CAPITAL BANK CHECKING

Description	06/30/20 Balance	Interest	Deposits	Debits	7/31/2021 Balance
All Funds (see Page 1)	\$ 14,181,664.23	-	18,880,933.95	16,878,560.79	16,184,037.39

TEXPOOL

0.0200%

1.00010

Description	06/30/20 Balance	Interest	Deposits	Debits	7/31/2021 Balance
General	\$ 71,027,757.38	1,125.23	495,984.83	6,200,000.00	65,324,867.44
Road and Bridge General	\$ 17,375,950.04	279.21	56,701.82	-	17,432,931.07
Medical and Dental Fund	\$ 7,396,282.20	106.56	-	1,400,000.00	5,996,388.76
Sheriff's Drug Forfeiture	\$ 149,689.12	2.41	-	-	149,691.53
D.A. Drug Forfeiture	\$ 66,356.11	1.09	-	-	66,357.20
Health Services Grants	\$ 1,094,681.30	17.55	-	-	1,094,698.85
Juvenile Center	\$ 13,776.82	0.31	-	-	13,777.13
Tobacco Settlement Fund	\$ 174,902.20	2.76	-	-	174,904.96
HCL Provider Participation Fund	\$ 4,730,212.62	64.66	-	850,000.00	3,880,277.28
FM 110 TRZ No 1	\$ 5,441,854.21	87.30	-	-	5,441,941.51
Coronavirus Relief	\$ 530,633.22	8.53	-	-	530,641.75
Energy Efficiency Project	\$ 72,075.03	1.18	-	-	72,076.21
Historical Commission Trust	\$ 134,458.16	2.12	-	-	134,460.28
Road Construction 2006	\$ 609,516.65	9.75	-	-	609,526.40
Parks Bond 2011	\$ 611,265.02	9.79	-	-	611,274.81
Priority Road Bond Series 2011	\$ 480,433.10	7.72	-	-	480,440.82
Pass Thru Road Bond Series 2016	\$ 1,389,817.08	22.32	-	-	1,389,839.40
Limited Tax Bonds Series 2017	\$ 10,619,471.48	170.32	-	-	10,619,641.80
Road Construction Bond Series 2017	\$ -	-	-	-	-
Road Construction Bond 2019	\$ 90,592,145.39	1,453.04	-	-	90,593,598.43
LCRA Service Fee Fund	\$ 1,246.86	-	-	-	1,246.86
Hays County I & S	\$ 12,564,069.54	203.61	230,364.27	-	12,794,637.42
All Funds	\$ 225,076,593.53	3,575.46	783,050.92	8,450,000.00	217,413,219.91

CLASS - MBIA 0.0618% 1.0002386

Description	06/30/20 Balance	Interest	Deposits	Debits	7/31/2021 Balance
General	\$ -	-	-	-	-
Certificates of Obligation '09	\$ -	-	-	-	-
Road Construction Bond 2011	\$ 4,583,443.20	239.34	-	-	4,583,682.54
Parks Bond 2011	\$ 8.50	-	-	-	8.50
All Funds	\$ 4,583,451.70	239.34	-	-	4,583,691.04

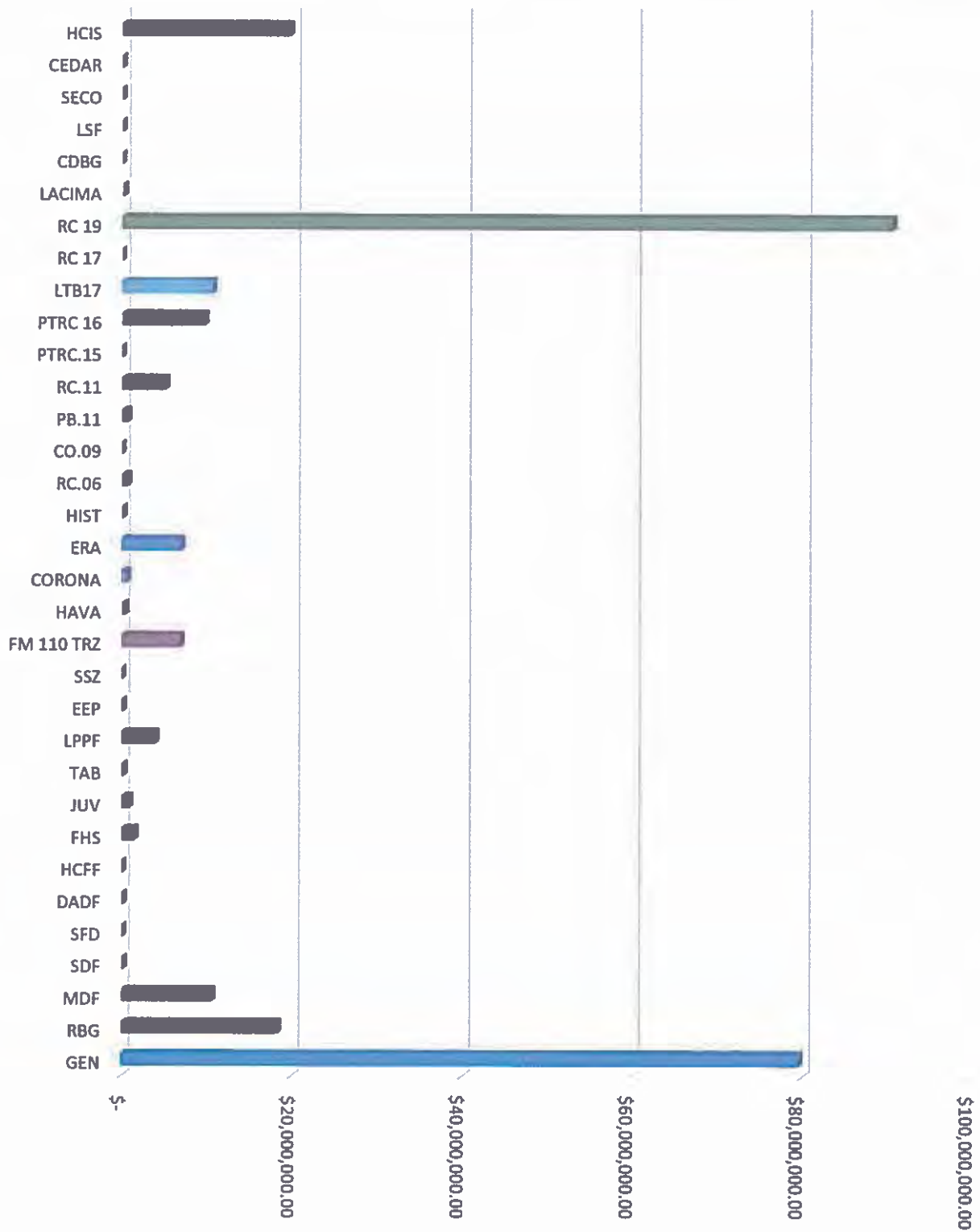
LOGIC 0.0518% 1.000052

Description	06/30/20 Balance	Interest	Deposits	Debits	7/31/2021 Balance
General	\$ 11,578,998.85	509.50	-	-	11,579,508.35
Road and Bridge General	\$ 508,258.61	22.35	-	-	508,280.96
Medical and Dental Fund	\$ 4,520,224.32	198.93	-	-	4,520,423.25
D.A. Drug Forfeiture	\$ 64.53	-	-	-	64.53
Health Services Grants	\$ 37.79	-	-	-	37.79
Family Health Services	\$ 454.20	-	-	-	454.20
Historical Commission Trust	\$ 8.86	-	-	-	8.86
Certificates of Obligation '09	\$ -	-	-	-	-
Hays County I & S	\$ 1,782,505.33	78.46	-	-	1,782,583.79
All Funds	\$ 18,390,552.49	809.24	-	-	18,391,361.73

CERTIFICATES OF DEPOSITS

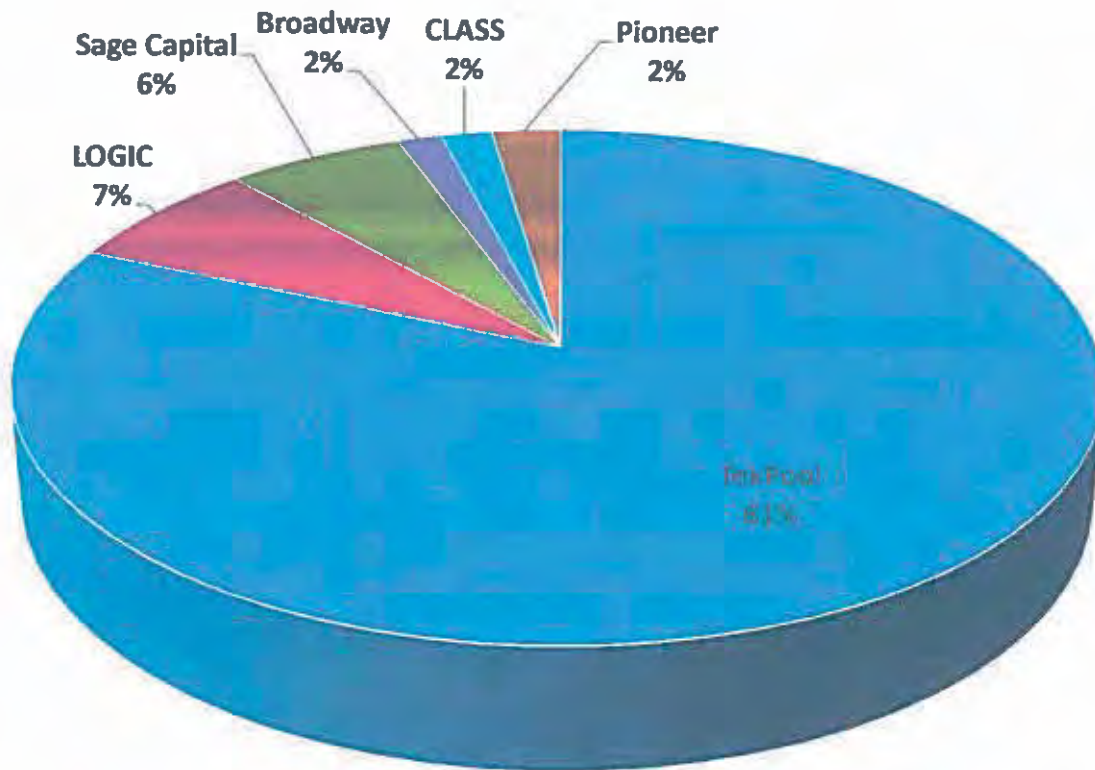
Description	Fund	Yield/ Maturity	Balances 06/30/2020			Transactions		Balances 7/31/202120		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Pioneer Bank	PTRC 16	0.2497 08/21/2021	4,150,083.73	4,150,083.73	4,150,083.73	-	-	4,150,083.73	4,150,083.73	4,150,083.73
Broadway Bank	PTRC 16	.050% 10/1/2021	4,103,329.59	4,103,329.59	4,103,329.59	-	-	4,103,329.59	4,103,329.59	4,103,329.59
Pioneer Bank	General	.3993 % 12/20/2021	2,116,405.10	2,116,405.10	2,116,405.10	-	-	2,116,405.10	2,116,405.10	2,116,405.10
TOTAL			10,369,818.42	10,369,818.42	10,369,818.42	-	-	10,369,818.42	10,369,818.42	10,369,818.42
TOTAL Fund Balances		\$ 272,602,080.37					266,942,128.49			
BENCHMARK										
CURRENT 90 DAY TREASURY BILL YIELDING RATE .06%										

Fund Balances 7/31/2021



INVESTMENT ALLOCATION TOTALS

July 2021



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Marisol Villarreal Alonzo, Hays County Auditor is unavailable for a physical signature and consents to submitting this report to Commissioner's Court for approval.

Britney Richey, Hays County Treasurer

Laura Nava, Assistant Hays County Treasurer

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF AUGUST 2021

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 516,275.44	\$ -	\$ 6,241,751.02	\$ 6,500,000.00	\$ 10,643,907.11	\$ -	\$ 2,614,119.35	\$ 72,861,140.45	\$ 75,475,259.80
Road and Bridge General	\$ 252,776.92	\$ -	\$ 222,022.41		\$ -	\$ -	\$ 474,799.33	\$ 17,980,184.00	\$ 18,454,983.33
Medical and Dental Fund	\$ 11,804.81	\$ -	\$ 569,426.24		\$ 533,660.50	\$ -	\$ 47,570.55	\$ 10,517,074.38	\$ 10,564,644.93
Sheriff's Drug Forfeiture	\$ 9,752.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,752.40	\$ 149,694.33	\$ 159,446.73
Sheriff's Federal Discretionary	\$ 53,815.64	\$ -	\$ 1,436.36	\$ -	\$ -	\$ -	\$ 55,252.00	\$ -	\$ 55,252.00
District Attorney Drug Forfeiture	\$ 64,255.47	\$ -	\$ 22,829.46	\$ -	\$ -	\$ -	\$ 87,084.93	\$ 66,422.99	\$ 153,507.92
Hot Check Fee Fund	\$ 41,945.01	\$ -		\$ -	\$ -	\$ -	\$ 41,945.01	\$ -	\$ 41,945.01
Family Health Services	\$ 354,697.70	\$ -	\$ 2,086,547.63	\$ -	\$ 2,008,249.99	\$ -	\$ 432,995.34	\$ 1,095,211.44	\$ 1,528,206.78
Juvenile Detention Center	\$ 813,273.85	\$ -	\$ 231,987.73	\$ -	\$ -	\$ -	\$ 1,045,261.58	\$ 13,777.44	\$ 1,059,039.02
Tobacco Settlement Fund	\$ 8,181.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,181.49	\$ 174,908.26	\$ 183,089.75
HCL Provider Participation Fund	\$ 20,939.59	\$ -	\$ 2,486,411.25	\$ 200,000.00	\$ 183,188.85	\$ -	\$ 2,524,161.99	\$ 3,680,347.22	\$ 6,204,509.21
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 72,077.60	\$ 72,078.60
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 1,464,399.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,464,399.00	\$ 5,442,044.02	\$ 6,906,443.02
Help America Vote	\$ 309,127.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 309,127.93	\$ -	\$ 309,127.93
Corona Virus Relief Fund	\$ 9,916.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,916.58	\$ 530,651.76	\$ 540,568.34
Emergency Rental Assistance	\$ 6,955,475.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,955,475.70	\$ -	\$ 6,955,475.70
Historical Commission Trust Fund	\$ 417.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 417.62	\$ 134,471.68	\$ 134,889.30
CONSTRUCTION FUNDS:									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 609,537.88	\$ 609,538.88
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 611,294.82	\$ 611,295.82
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,064,329.37	\$ 5,064,330.37
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2016	\$ 3,103.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,103.23	\$ 9,648,597.89	\$ 9,651,701.12
Limited Tax Bond Series 2017	\$ 39,037.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,037.16	\$ 10,619,841.93	\$ 10,658,879.09
Road Construction Bond Series 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 2,035.78	\$ -	\$ 148.00	\$ 2,768,145.16	\$ 2,768,145.16	\$ -	\$ 2,183.78	\$ 87,827,109.80	\$ 87,829,293.58
La Cima	\$ 166,495.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,495.40	\$ -	\$ 166,495.40
CDBG Disaster Recovery Program	\$ 18,045.21	\$ -	\$ 767,714.15	\$ -	\$ -	\$ -	\$ 785,759.36	\$ -	\$ 785,759.36
LCRA Service Fee Fund	\$ 27,238.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,238.07	\$ 1,246.86	\$ 28,484.93
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
INTEREST AND SINKING FUNDS:									
Hays County I & S	\$ 5,014,309.14	\$ -	\$ 6,194,393.64	\$ 12,000,000.00	\$ 12,430,140.64	\$ -	\$ 10,778,562.14	\$ 2,734,112.94	\$ 13,512,675.08
GRAND TOTALS:	\$ 16,184,037.39	\$ -	\$ 18,824,667.89	\$ 21,468,145.16	\$ 28,567,292.25	\$ -	\$ 27,909,558.19	\$ 229,834,077.08	\$ 257,743,635.25

Hays County Treasurer's Investment Report

FOR AUGUST 2021

SAGE CAPITAL BANK CHECKING

Description	7/31/2021 Balance	Interest	Deposits	Debits	8/31/2021 Balance
All Funds (see Page 1)	\$ 16,184,037.39	-	40,292,813.05	28,567,292.25	27,909,558.19

TEXPOOL

0.0200%

1.00010

Description	7/31/2021 Balance	Interest	Deposits	Debits	8/31/2021 Balance
General	\$ 65,324,867.44	1,163.67	338,813.26	6,500,000.00	59,164,844.37
Road and Bridge General	\$ 17,432,931.07	329.00	38,626.16	-	17,471,886.23
Medical and Dental Fund	\$ 5,996,388.76	113.00	-	-	5,996,501.76
Sheriff's Drug Forfeiture	\$ 149,691.53	2.80	-	-	149,694.33
D.A. Drug Forfeiture	\$ 66,357.20	1.26	-	-	66,358.46
Health Services Grants	\$ 1,094,698.85	20.62	-	-	1,094,719.47
Juvenile Center	\$ 13,777.13	0.31	-	-	13,777.44
Tobacco Settlement Fund	\$ 174,904.96	3.30	-	-	174,908.26
HCL Provider Participation Fund	\$ 3,880,277.28	69.94	-	200,000.00	3,680,347.22
FM 110 TRZ No 1	\$ 5,441,941.51	102.51	-	-	5,442,044.02
Coronavirus Relief	\$ 530,641.75	10.01	-	-	530,651.76
Energy Efficiency Project	\$ 72,076.21	1.39	-	-	72,077.60
Historical Commission Trust	\$ 134,460.28	2.54	-	-	134,462.82
Road Construction 2006	\$ 609,526.40	11.48	-	-	609,537.88
Parks Bond 2011	\$ 611,274.81	11.51	-	-	611,286.32
Priority Road Bond Series 2011	\$ 480,440.82	9.07	-	-	480,449.89
Pass Thru Road Bond Series 2016	\$ 1,389,839.40	26.18	-	-	1,389,865.58
Limited Tax Bonds Series 2017	\$ 10,619,641.80	200.13	-	-	10,619,841.93
Road Construction Bond Series 2017	\$ -	-	-	-	-
Road Construction Bond 2019	\$ 90,593,598.43	1,656.53	-	2,768,145.16	87,827,109.80
LCRA Service Fee Fund	\$ 1,246.86	-	-	-	1,246.86
Hays County I & S	\$ 12,794,637.42	97.07	156,735.76	12,000,000.00	951,470.25
All Funds	\$ 217,413,219.91	3,832.32	534,175.18	21,468,145.16	196,483,082.25

CLASS - MBIA 0.0441% 1.0000251

Description	7/31/2021 Balance	Interest	Deposits	Debits	8/31/2021 Balance
General	\$ -	-	-	-	-
Certificates of Obligation '09	\$ -	-	-	-	-
Road Construction Bond 2011	\$ 4,583,682.54	196.94	-	-	4,583,879.48
Parks Bond 2011	\$ 8.50	-	-	-	8.50
All Funds	\$ 4,583,691.04	196.94	-	-	4,583,887.98

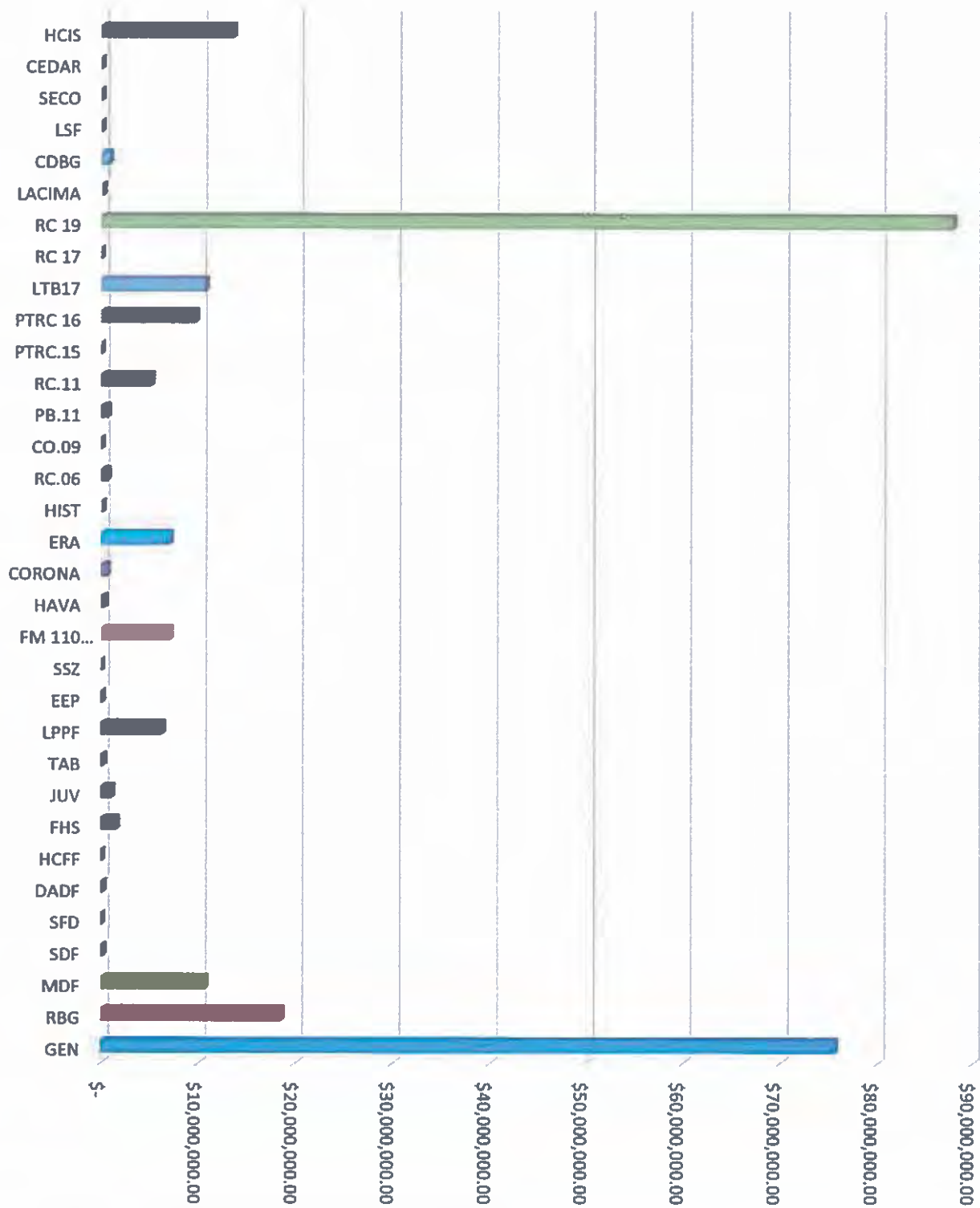
LOGIC 0.0389% 1.000058

Description	7/31/2021 Balance	Interest	Deposits	Debits	8/31/2021 Balance
General	\$ 11,579,508.35	382.63	-	-	11,579,890.98
Road and Bridge General	\$ 508,280.96	16.81	-	-	508,297.77
Medical and Dental Fund	\$ 4,520,423.25	149.37	-	-	4,520,572.62
D.A. Drug Forfeiture	\$ 64.53	-	-	-	64.53
Health Services Grants	\$ 37.79	-	-	-	37.79
Family Health Services	\$ 454.20	-	-	0.02	454.18
Historical Commission Trust	\$ 8.86	-	-	-	8.86
Certificates of Obligation '09	\$ -	-	-	-	-
Hays County I & S	\$ 1,782,583.79	58.90	-	-	1,782,642.69
All Funds	\$ 18,391,361.73	607.71	-	0.02	18,391,969.42

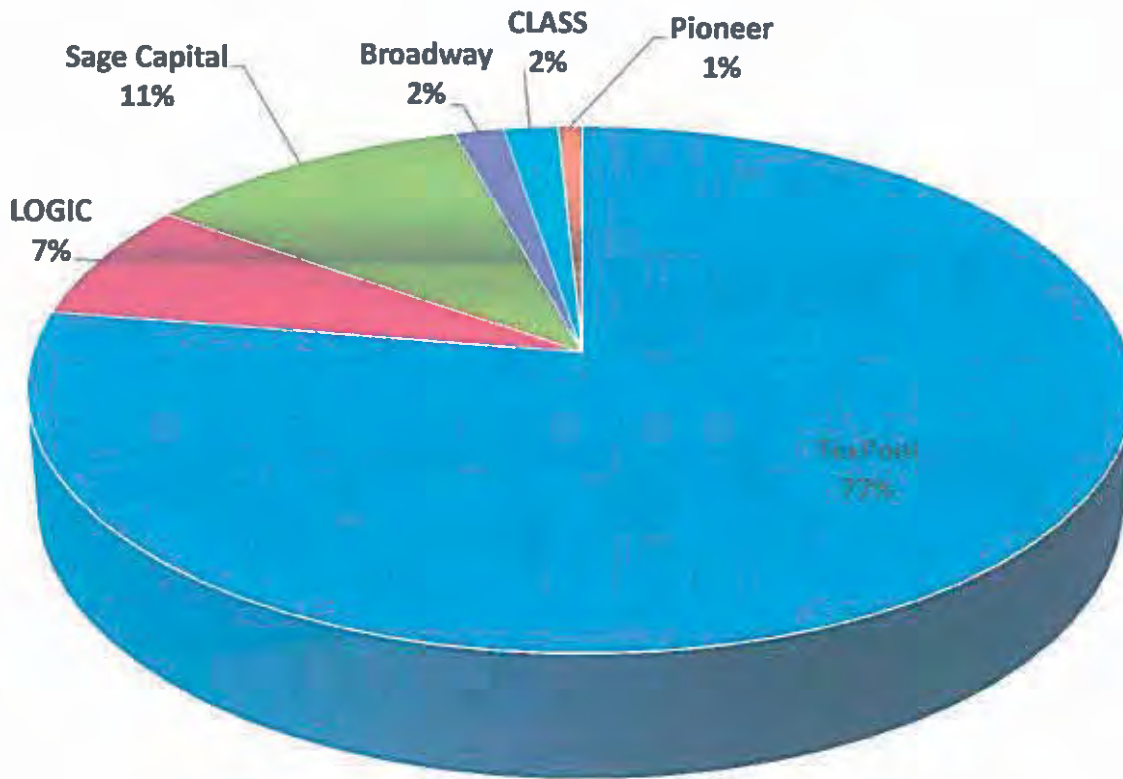
CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Par Value	Balances 7/31/2021			Transactions		Balances 8/31/2021		
				Book Value	Market Value		Purchases	Maturities	Par Value	Book Value	Market Value
Pioneer Bank	PTRC 16	0.2497 08/21/2021	4,150,083.73	4,150,083.73	4,150,083.73		-	4,150,083.73			
Broadway Bank	PTRC 16	.050% 10/1/2021	4,103,329.59	4,103,329.59	4,103,329.59		-	-	4,103,329.59	4,103,329.59	4,103,329.59
Pioneer Bank	General	.3993 % 12/20/2021	2,116,405.10	2,116,405.10	2,116,405.10		-	-	2,116,405.10	2,116,405.10	2,116,405.10
Pioneer Bank	PTRC 16	0.1499 02/17/2022					4,156,424.08	-	4,156,424.08	4,156,424.08	4,156,424.08
TOTAL			10,369,818.42	10,369,818.42	10,369,818.42		-	-	10,376,158.77	10,376,158.77	10,376,158.77
TOTAL Fund Balances		\$ 266,942,128.49						257,744,656.61			
BENCHMARK											
CURRENT 90 DAY TREASURY BILL YIELDING RATE .04%											

Fund Balances 8/31/21



INVESTMENT ALLOCATION TOTALS August 2021



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Marisol Villarreal Alonzo, Hays County Auditor is unavailable for a physical signature and consents to submitting this report to Commissioner's Court for approval.

Britney Richey, Hays County Treasurer

Laura Nava, Assistant Hays County Treasurer

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF SEPTEMBER 2021

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 2,614,119.35	\$ -	\$ 7,486,866.14	\$ 4,000,000.00	\$ 11,106,708.30	\$ -	\$ 2,994,077.19	\$ 68,982,060.95	\$ 71,976,138.14
Road and Bridge General	\$ 474,799.33	\$ -	\$ 334,090.46		\$ 720,625.98	\$ -	\$ 88,263.81	\$ 16,149,938.29	\$ 16,238,202.10
Medical and Dental Fund	\$ 47,570.55	\$ -	\$ 1,782,587.45		\$ 1,826,531.61	\$ -	\$ 3,628.39	\$ 9,769,253.64	\$ 9,772,880.03
Sheriff's Drug Forfeiture	\$ 9,752.40	\$ -	\$ 17,886.61	\$ -	\$ 27,209.74	\$ -	\$ 429.27	\$ 149,697.77	\$ 150,127.04
Sheriff's Federal Discretionary	\$ 55,252.00	\$ -	\$ -	\$ -	\$ 964.07	\$ -	\$ 54,287.93	\$ -	\$ 54,287.93
District Attorney Drug Forfeiture	\$ 87,084.93	\$ -	\$ -	\$ -	\$ 29.98	\$ -	\$ 87,054.95	\$ 66,424.52	\$ 153,479.47
Hot Check Fee Fund	\$ 41,945.01	\$ -	\$ 2,831.56	\$ -	\$ 2,097.55	\$ -	\$ 42,479.02	\$ -	\$ 42,479.02
Family Health Services	\$ 432,995.34	\$ -	\$ 16,343.61	\$ -	\$ 29,825.12	\$ -	\$ 419,513.83	\$ 1,095,236.47	\$ 1,514,750.30
Juvenile Detention Center	\$ 1,045,261.58	\$ -	\$ 293,052.37	\$ -	\$ 153,847.00	\$ -	\$ 1,184,466.95	\$ 13,777.75	\$ 1,198,244.70
Tobacco Settlement Fund	\$ 8,181.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,181.49	\$ 174,912.27	\$ 183,093.76
HCL Provider Participation Fund	\$ 2,524,161.99	\$ -	\$ -	\$ -	\$ -	\$ 2,524,150.99	\$ 11.00	\$ 6,204,640.33	\$ 8,204,851.33
Energy Efficiency Project	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 72,079.26	\$ 72,080.26
School Safety Zone	\$ 2,364.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,364.25	\$ -	\$ 2,364.25
FM 110 TIRZ	\$ 1,464,399.00	\$ -	\$ -	\$ -	\$ -	\$ 1,464,398.00	\$ 1.00	\$ 6,906,600.18	\$ 6,906,601.18
Help America Vote	\$ 309,127.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 309,127.93	\$ -	\$ 309,127.93
Corona Virus Relief Fund	\$ 9,916.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,916.58	\$ 530,663.87	\$ 540,580.45
Emergency Rental Assistance	\$ 6,955,475.70	\$ -	\$ -	\$ -	\$ 15,689.02	\$ -	\$ 6,939,786.68	\$ -	\$ 6,939,786.68
American Recovery Plan	\$ -							\$ 22,356,377.53	\$ 22,356,377.53
Historical Commission Trust Fund	\$ 417.62	\$ -	\$ -	\$ -	\$ 35.00	\$ -	\$ 382.62	\$ 132,833.98	\$ 133,216.60
CONSTRUCTION FUNDS:									
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 609,537.88	\$ 609,538.88
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks Bond 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 5,194,549.52	\$ 5,194,550.52
Priority Road Bond Series 2011	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 480,469.40	\$ 480,470.40
Pass Thru Road Bond Series 2015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pass Thru Road Bond Series 2016	\$ 3,103.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,103.23	\$ 8,720,395.46	\$ 8,723,498.69
Unlimited Tax Bond Series 2017	\$ 39,037.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,037.16	\$ 9,829,816.23	\$ 9,868,853.39
Road Construction Bond Series 2017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Road Construction Bond 2019	\$ 2,183.78	\$ -	\$ -	\$ 2,990,000.00	\$ 2,987,089.11	\$ -	\$ 5,094.67	\$ 82,667,231.70	\$ 82,672,326.37
Parks Bond 2021	\$ -						\$ -	\$ 50,000,480.65	\$ 50,000,480.65
Texas Water Development Board	\$ -	\$ -	\$ 215,000.00				\$ 215,000.00	\$ -	\$ 215,000.00
La Cima	\$ 166,495.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 166,495.40	\$ -	\$ 166,495.40
CDBG Disaster Recovery Program	\$ 785,759.36	\$ -	\$ -	\$ -	\$ 617,874.68	\$ -	\$ 167,884.68	\$ -	\$ 167,884.68
LCRA Service Fee Fund	\$ 27,238.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,238.07	\$ 1,246.86	\$ 28,484.93
SECO Energy Eff & Conservation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cedar Oaks Mesa	\$ 24,350.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,350.00	\$ -	\$ 24,350.00
INTEREST AND SINKING FUNDS:									
Hays County I & S	\$ 10,778,562.14	\$ -	\$ -	\$ -	\$ 303,983.73	\$ 6,000,000.00	\$ 4,474,578.41	\$ 8,793,500.62	\$ 13,268,079.03
GRAND TOTALS:	\$ 27,909,558.18	\$ -	\$ 10,148,268.20	\$ 6,990,000.00	\$ 17,792,610.89	\$ 9,989,848.99	\$ 17,266,766.61	\$ 298,901,725.13	\$ 316,168,481.64

**Hays County Treasurer's Investment Report
FOR SEPTEMBER 2021**

SAGE CAPITAL BANK CHECKING

Description	8/31/2021 Balance	Interest	Deposits	Debits	9/30/2021 Balance
All Funds (see Page 1)	\$ 27,909,558.19	-	17,138,258.20	27,781,059.88	17,266,756.51

TEXPOOL

0.0200%

1.00011

Description	8/31/2021 Balance	Interest	Deposits	Debits	9/30/2021 Balance
General	\$ 59,164,844.37	1,344.80	119,228.98	4,000,000.00	55,285,418.13
Road and Bridge General	\$ 17,471,886.23	388.52	14,372.04	1,845,031.47	15,641,625.32
Medical and Dental Fund	\$ 5,986,501.76	136.55	-	748,092.68	5,248,545.65
Sheriff's Drug Forfeiture	\$ 149,694.33	3.44	-	-	149,697.77
D.A. Drug Forfeiture	\$ 66,358.46	1.53	-	-	66,359.99
Health Services Grants	\$ 1,094,719.47	25.03	-	-	1,094,744.50
Juvenile Center	\$ 13,777.44	0.31	-	-	13,777.75
Tobacco Settlement Fund	\$ 174,908.26	4.01	-	-	174,912.27
HCL Provider Participation Fund	\$ 3,680,347.22	142.12	2,524,150.99	-	6,204,640.33
FM 110 TRZ No 1	\$ 5,442,044.02	158.18	1,464,398.00	-	6,906,600.18
Coronavirus Relief	\$ 530,651.76	12.11	-	-	530,663.87
Energy Efficiency Project	\$ 72,077.60	1.66	-	-	72,079.26
American Recovery Plan	\$ -	426.03	22,355,951.50	-	22,356,377.53
Historical Commission Trust	\$ 134,462.82	3.08	-	1,640.79	132,825.12
Road Construction 2006	\$ 609,526.40	11.48	-	-	609,537.88
Parks Bond 2011	\$ 611,286.32	14.06	-	797.08	610,503.32
Priority Road Bond Series 2011	\$ 480,449.89	11.01	-	-	480,460.90
Pass Thru Road Bond Series 2016	\$ 1,389,865.58	30.85	-	929,254.64	480,641.79
Limited Tax Bonds Series 2017	\$ 10,619,841.93	242.43	-	790,268.13	9,829,816.23
Road Construction Bond Series 2017	\$ -	-	-	-	-
Road Construction Bond 2019	\$ 87,827,109.80	1,966.36	-	5,161,844.46	82,667,231.70
Parks Bond 2021	\$ -	480.65	50,000,000.00	-	50,000,480.65
Texas Water Development Board	\$ -	-	-	-	-
LCRA Service Fee Fund	\$ 1,246.86	-	-	-	1,246.86
Hays County I & S	\$ 951,470.25	160.09	6,059,174.21	-	7,010,804.55
All Funds	\$ 196,483,070.77	5,574.29	82,537,275.70	13,476,929.21	265,548,991.55

CLASS - MBIA

0.0446%

1.0000251

Description	8/31/2021 Balance	Interest	Deposits	Debits	9/30/2021 Balance
General	\$ -	-	-	-	-
Certificates of Obligation '09	\$ -	-	-	-	-
Road Construction Bond 2011	\$ 4,583,879.48	166.72	-	-	4,584,046.20
Parks Bond 2011	\$ 8.50	-	-	-	8.50
All Funds	\$ 4,583,887.98	166.72	-	-	4,584,054.70

LOGIC

0.0364%

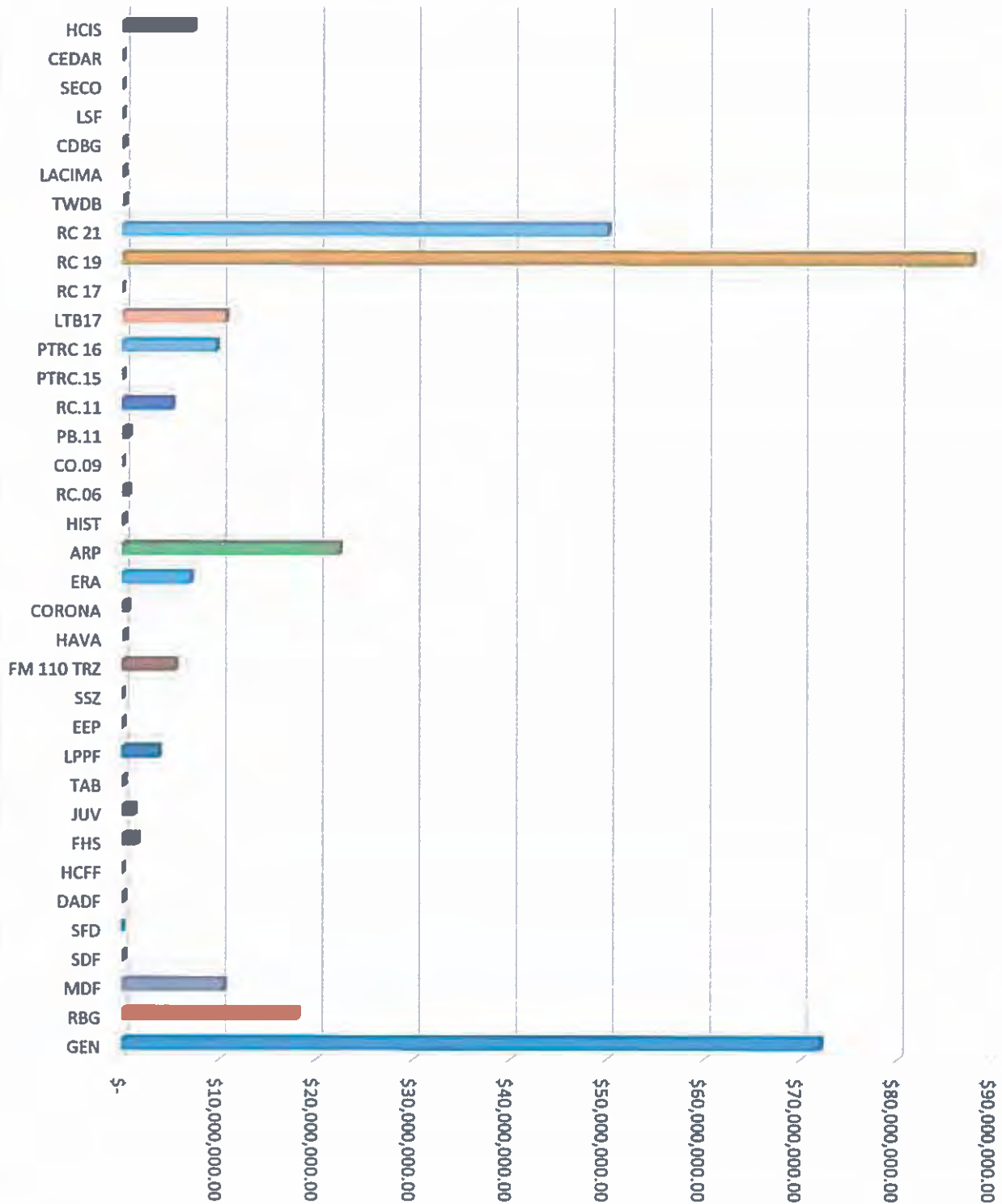
1.000063

Description	8/31/2021 Balance	Interest	Deposits	Debits	9/30/2021 Balance
General	\$ 11,579,880.98	346.74	-	-	11,580,237.72
Road and Bridge General	\$ 506,297.77	15.20	-	-	508,312.97
Medical and Dental Fund	\$ 4,520,572.62	135.37	-	-	4,520,707.99
D.A. Drug Forfeiture	\$ 64.53	-	-	-	64.53
Health Services Grants	\$ 37.79	-	-	-	37.79
Family Health Services	\$ 454.18	-	-	-	454.18
Historical Commission Trust	\$ 8.86	-	-	-	8.86
Certificates of Obligation '09	\$ -	-	-	-	-
Hays County I & S	\$ 1,782,642.69	53.38	-	-	1,782,696.07
All Funds	\$ 18,391,969.42	550.69	-	-	18,392,520.11

CERTIFICATES OF DEPOSITS

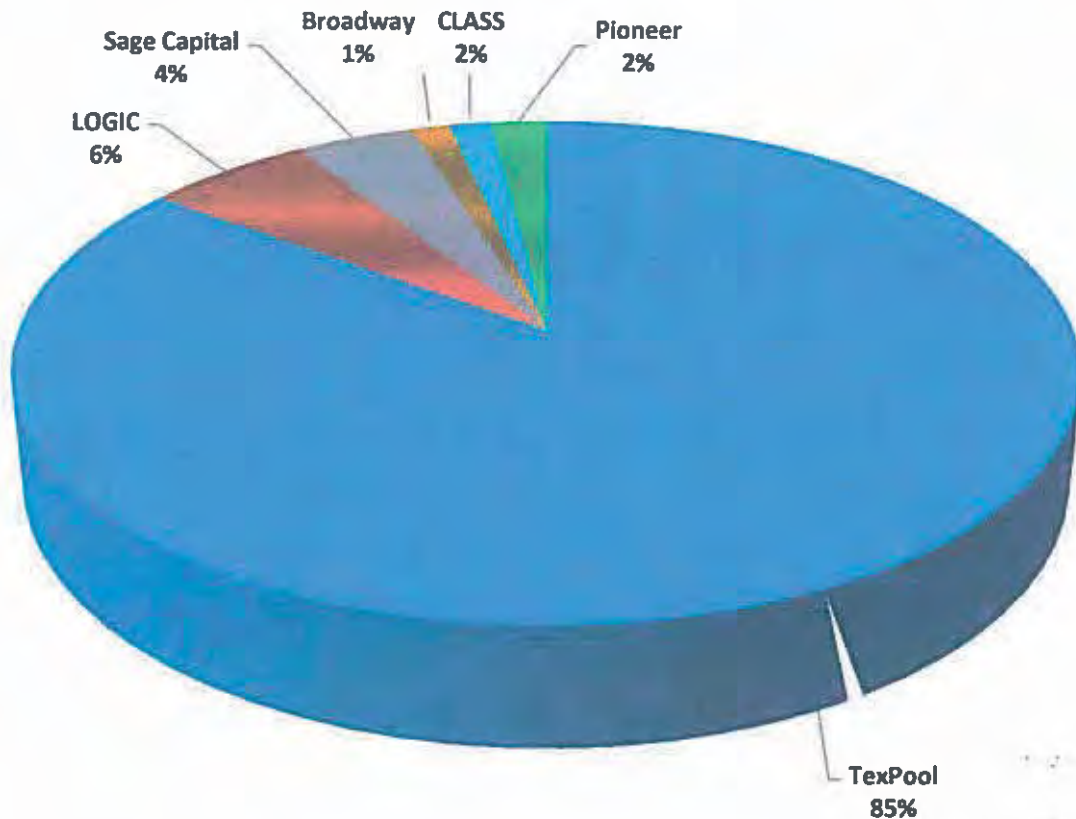
Description	Fund	Yield/ Maturity	Balances 8/31/2021			Transactions		Balances 9/30/2021		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Broadway Bank	PTRC 16	.050% 10/1/2021	4,103,329.59	4,103,329.59	4,103,329.59	-	-	4,103,329.59	4,103,329.59	4,103,329.59
Pioneer Bank	General	.3993 % 12/20/2021	2,116,405.10	2,116,405.10	2,116,405.10	-	-	2,116,405.10	2,116,405.10	2,116,405.10
Pioneer Bank	PTRC 16	0.1499 02/17/2022	4,156,424.08	4,156,424.08	4,156,424.08	-	-	4,156,424.08	4,156,424.08	4,156,424.08
TOTAL			10,376,158.77	10,376,158.77	10,376,158.77	-	-	10,376,158.77	10,376,158.77	10,376,158.77
TOTAL Fund Balances		\$ 257,744,645.13					316,168,481.64			
BENCHMARK										
CURRENT 90 DAY TREASURY BILL YIELDING RATE .04%										

Fund Balances 9/30/21



INVESTMENT ALLOCATION TOTALS

September 2021



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Marisol Villarreal Alonzo, Hays County Auditor is unavailable for a physical signature and consents to submitting this report to Commissioner's Court for approval.


Britney Richey, Hays County Treasurer


Laura Nava, Assistant Hays County Treasurer

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	January 4, 2022	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.

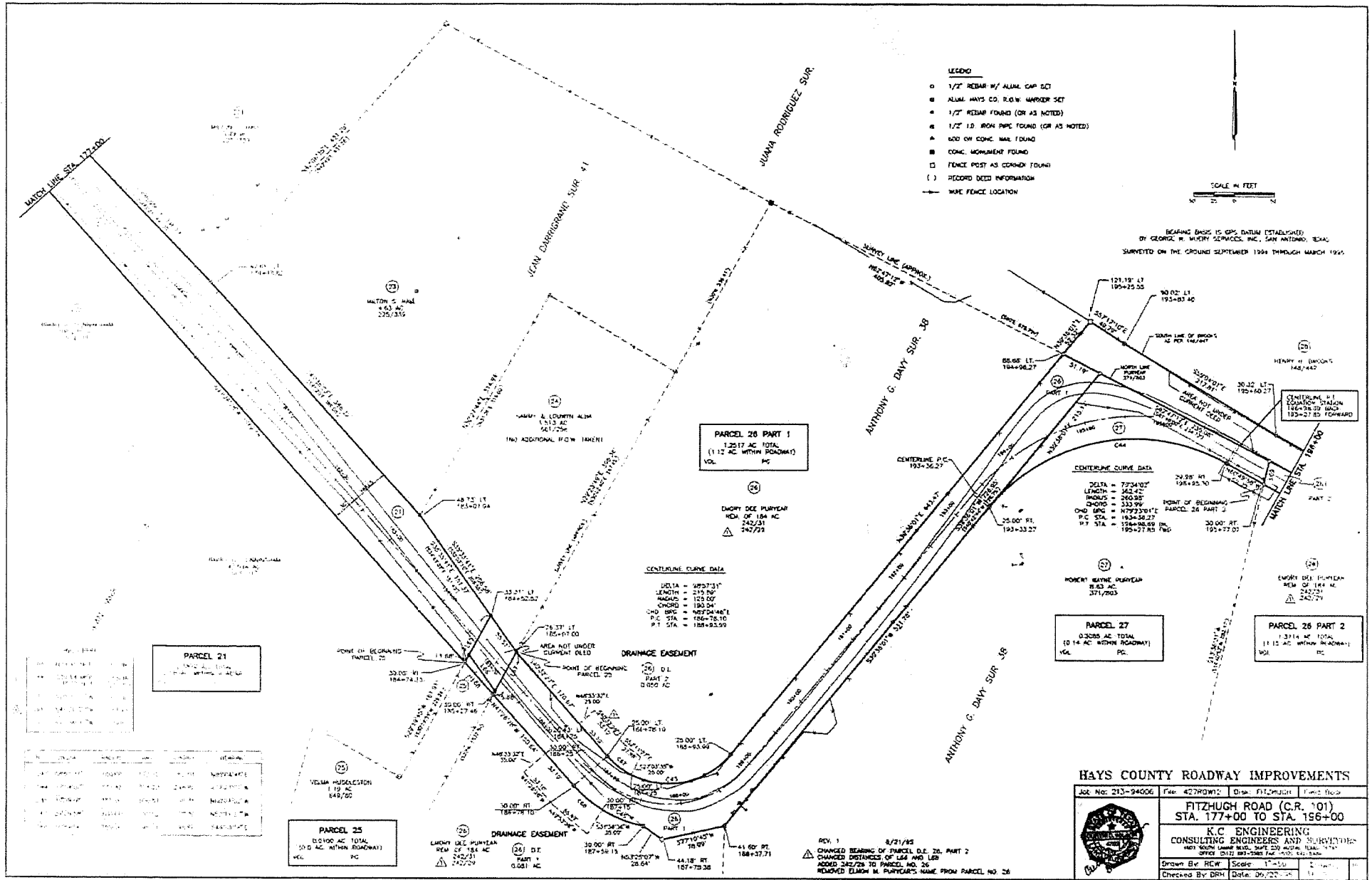
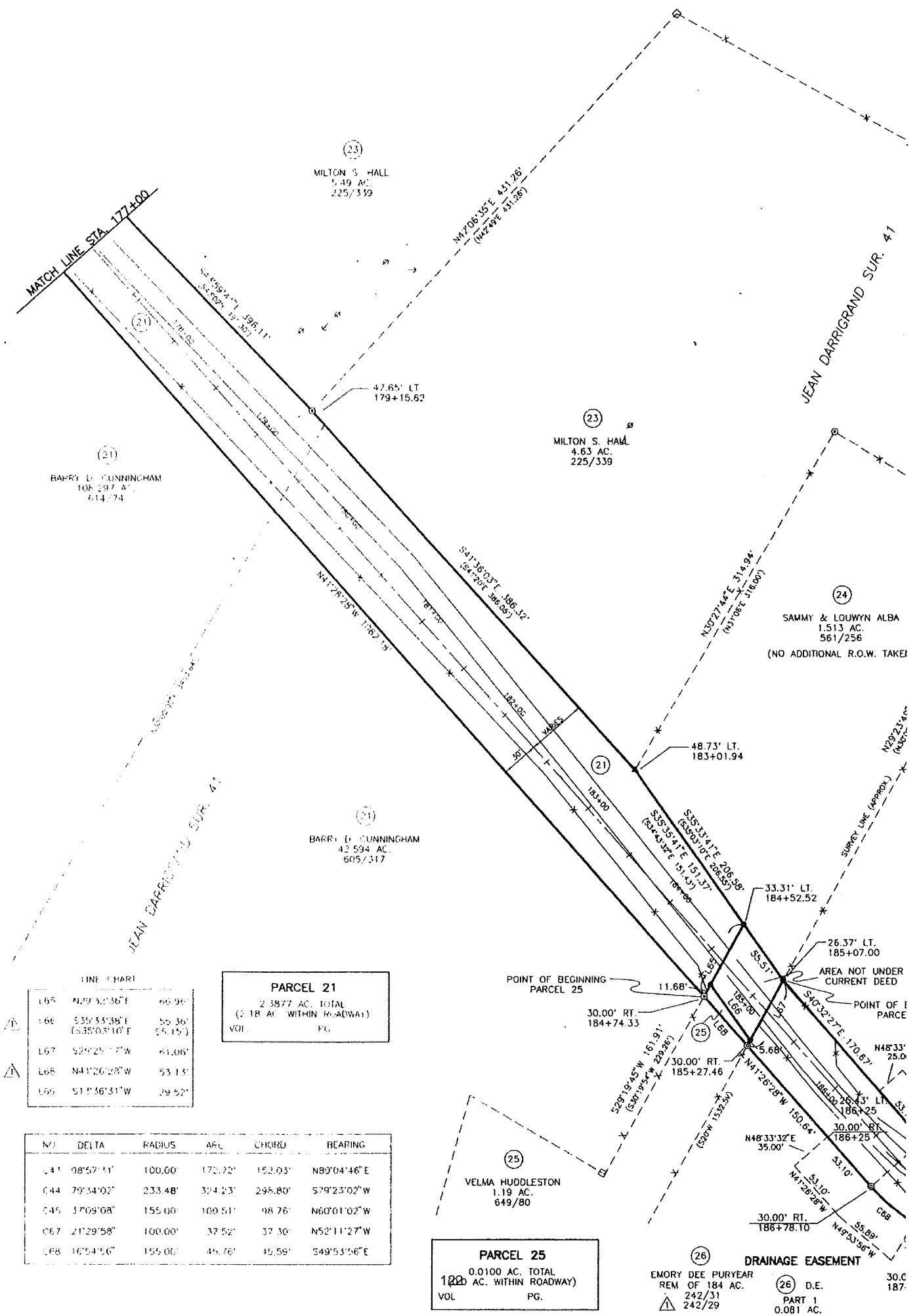
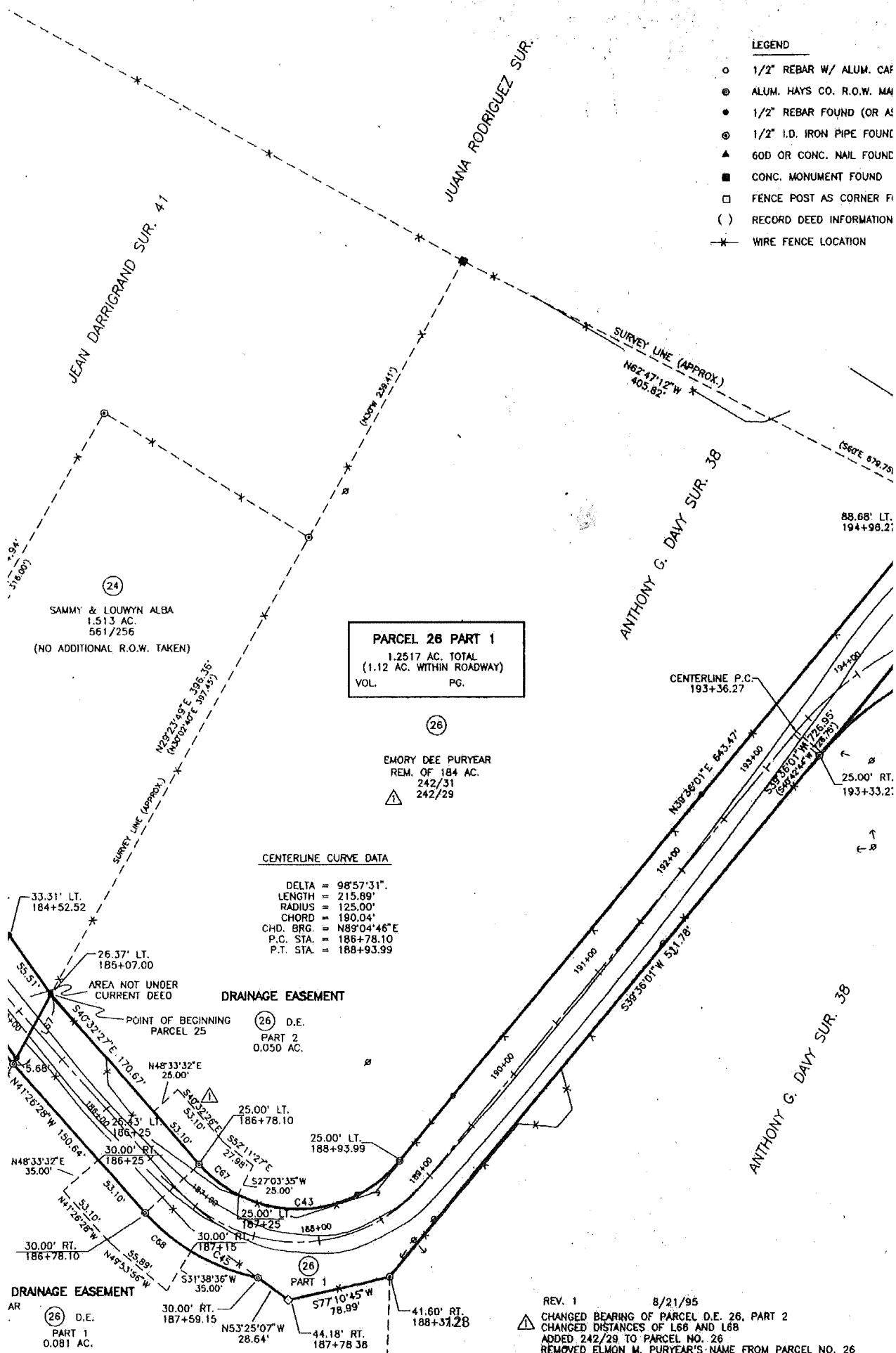


Exhibit A-1

Relevant portions of

HAYS COUNTY ROADWAY IMPROVEMENTS
Drawing 14 of 19, Rev. 1, Dated 06/22/1995

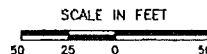




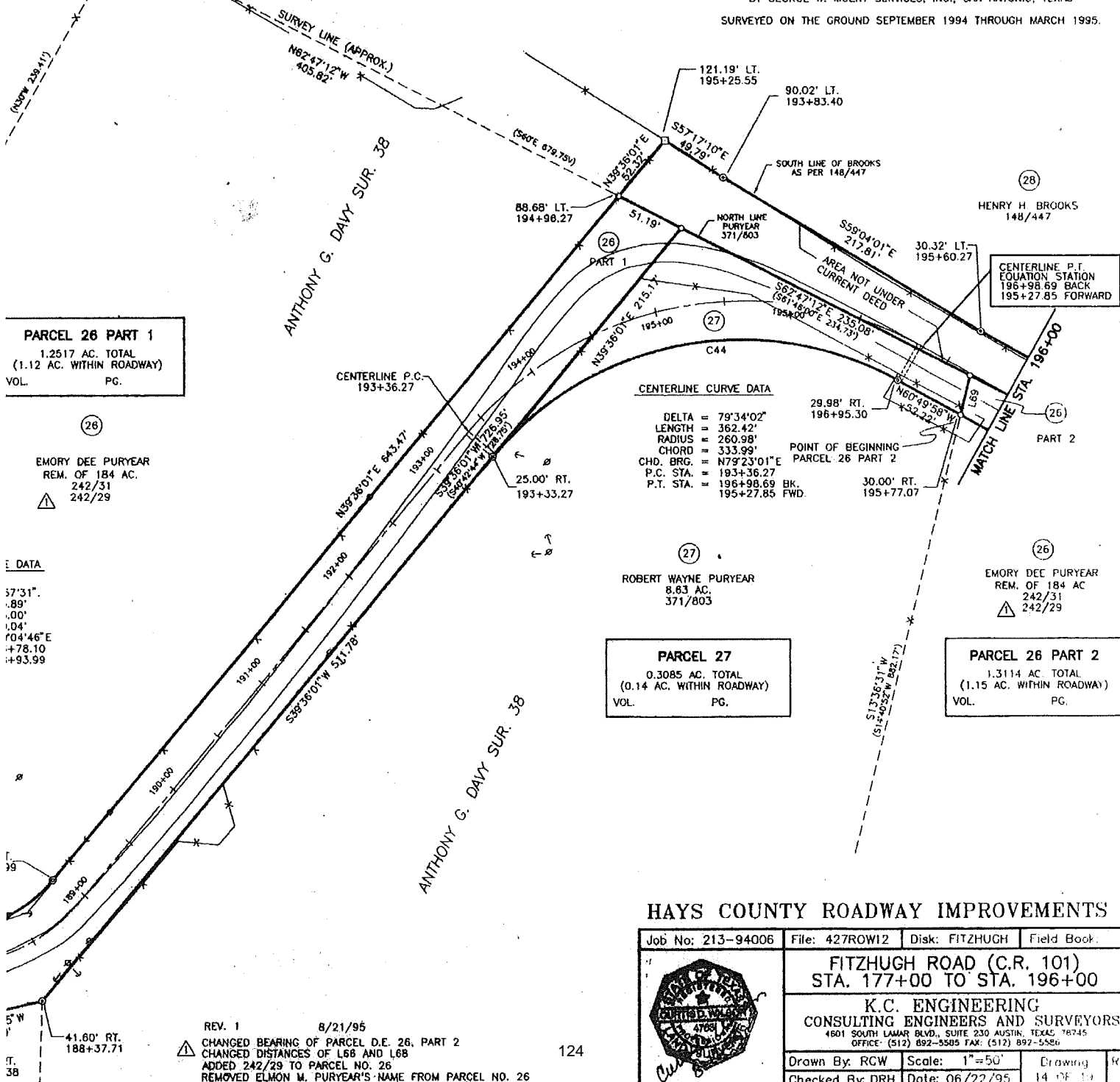
JUANA RODRIGUEZ SUR.

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'
704'46"E
+78.10
+93.99

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.

PARCEL 26 PART 2
1.3114 AC. TOTAL
(1.15 AC. WITHIN ROADWAY)
VOL. PG.

HAYS COUNTY ROADWAY IMPROVEMENTS

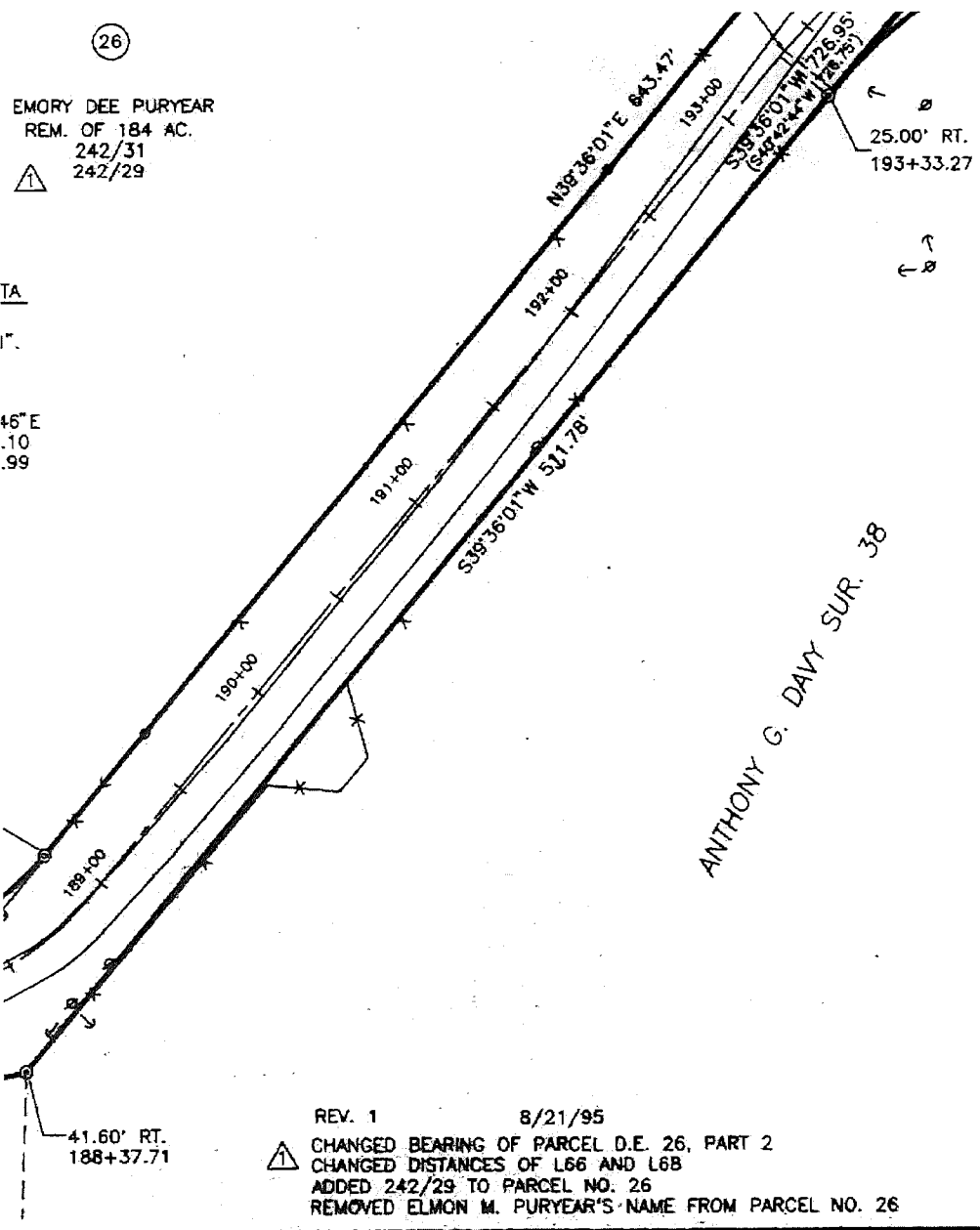
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FITCHUGH ROAD (C.R. 101) STA. 177+00 TO STA. 196+00			
K.C. ENGINEERING CONSULTING ENGINEERS AND SURVEYORS 4601 SOUTH LAMAR BLVD., SUITE 230 AUSTIN, TEXAS 78745 OFFICE: (512) 892-5505 FAX: (512) 892-5506			
Drawn By: RCW	Scale: 1"=50'	Drawing	Rev
Checked 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

(26)

EMORY DEE PURYEAR
REM. OF 184 AC.
242/31
242/29

TA
1"
46° E
.10
.99



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. = 195+27.85

196+95.30
POINT OF BEGINNING
PARCEL 26 PART 2
30.00' RT.
195+77.07

MATCH LINE
(26)
PART 2

(27)

ROBERT WAYNE PURYEAR
8.83 AC.
371/803

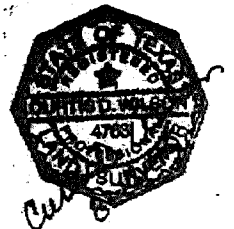
PARCEL 27
0.3085 AC. TOTAL
(0.14 AC. WITHIN ROADWAY)
VOL. PG.

(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.

HAYS COUNTY ROADWAY IMPROVEMENTS

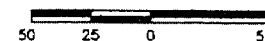
Job No: 213-94006	File: 427ROW12	Disk: FITZHUGH	Field Book:
			
FITZHUGH ROAD (C.R. 101) STA. 177+00 TO STA. 196+00			
K.C. ENGINEERING CONSULTING ENGINEERS AND SURVEYORS 4601 SOUTH LAMAR BLVD., SUITE 230 AUSTIN, TEXAS 78745 OFFICE: (512) 892-5585 FAX: (512) 892-5586			
Drawn By: RCW	Scale: 1"=50'	Drawing	Rev
Checked By: DRH	Date: 06/22/95	14 OF 19	1

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

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
- ✕ WIRE FENCE LOCATION

SCALE IN FEET



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
12 AC. WITHIN ROADWAY
PG.

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'
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

HENRY H. BROOKS
148/447

CENTERLINE P.T.
EQUATION STATION
196+98.69 BACK
195+27.85 FORWARD

MATCH LINE STA. 196+00

ROBERT WAYNE PURYEAR
8.63 AC.
371/803

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.

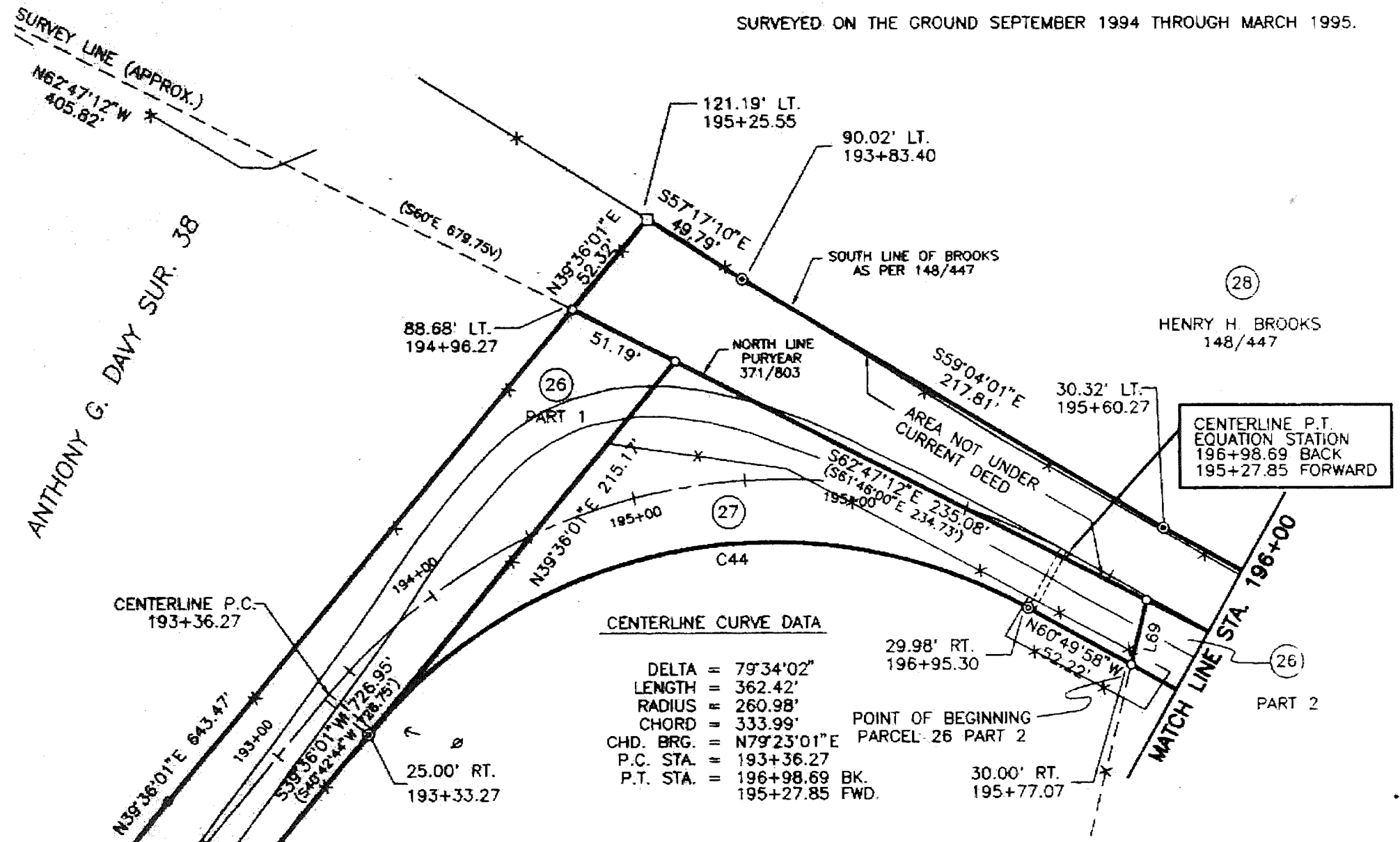


Exhibit B

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
108.29 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.

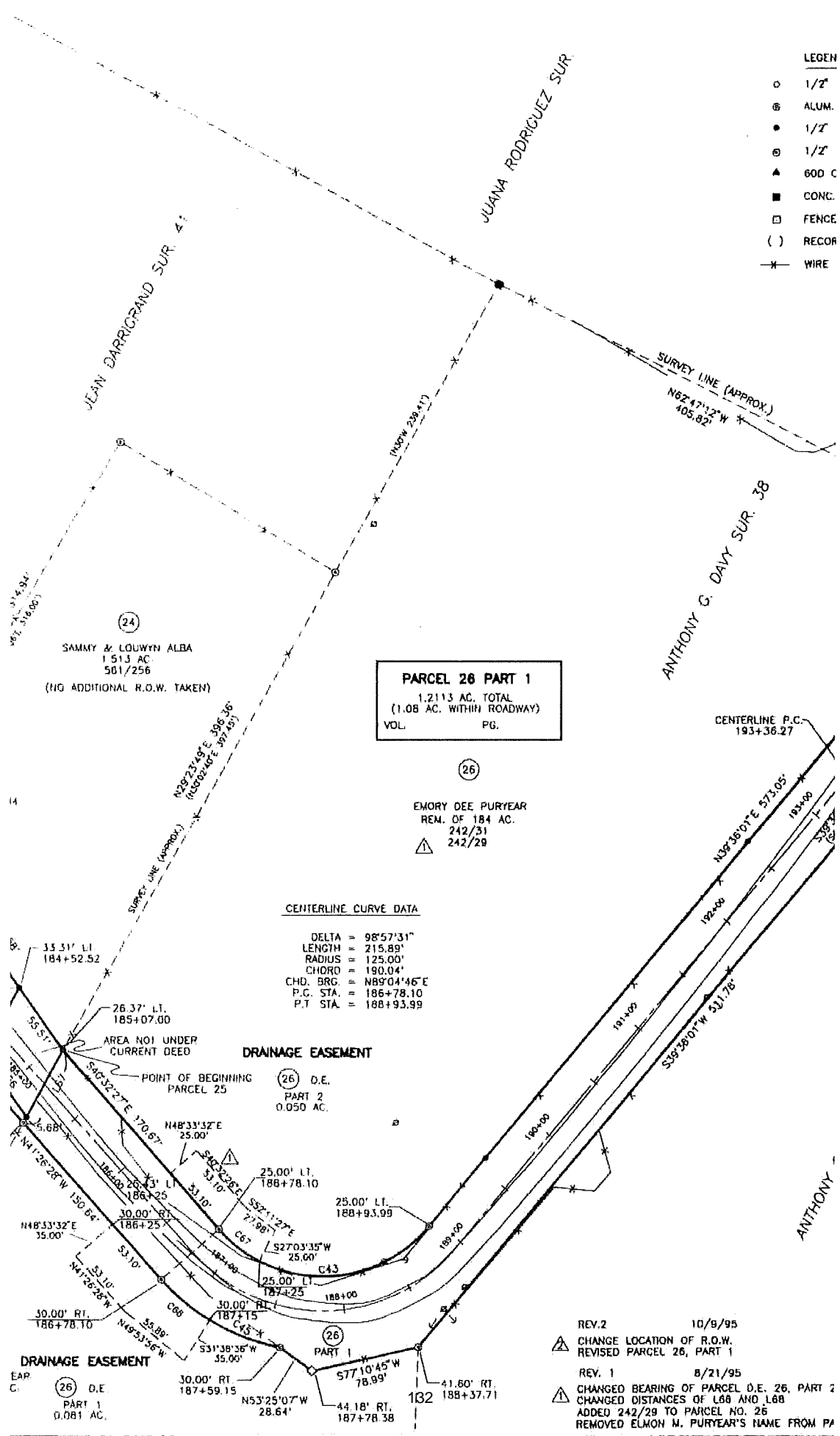
LINE CHART

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'

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°09'08"	155.00'	100.51'	98.76'	N80°01'02"W
C67	2°29'56"	100.00'	31.52'	31.30'	N82°11'27"W
C68	16°54'56"	155.00'	45.76'	45.59'	S49°53'56"E

PARCEL 21

2.3872 AC. TOTAL
(2.18 AC. WITHIN ROADWAY)
VOL. PG.



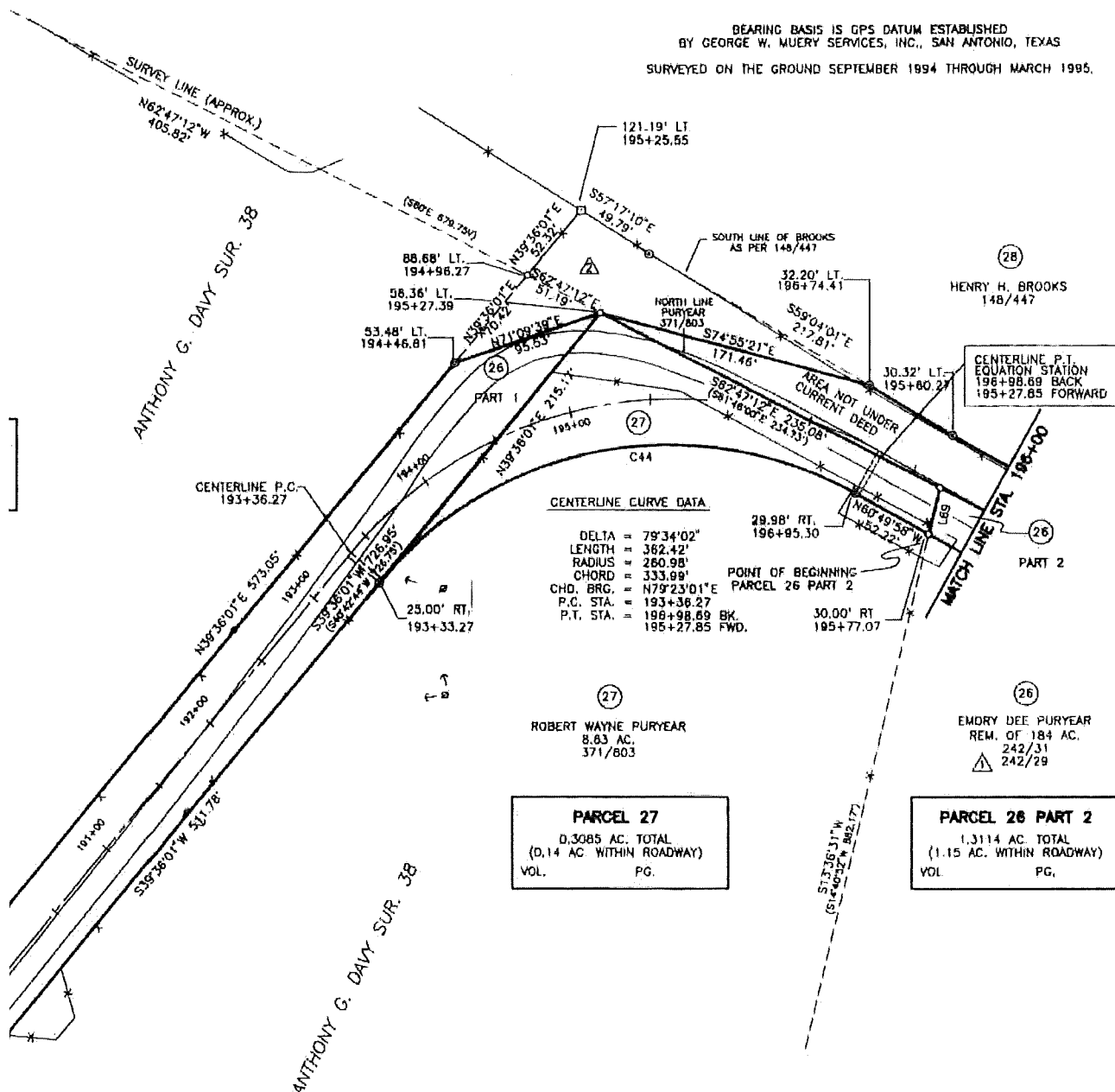
LEGEND

- 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
- X— WIRE FENCE LOCATION

SCALE IN FEET



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

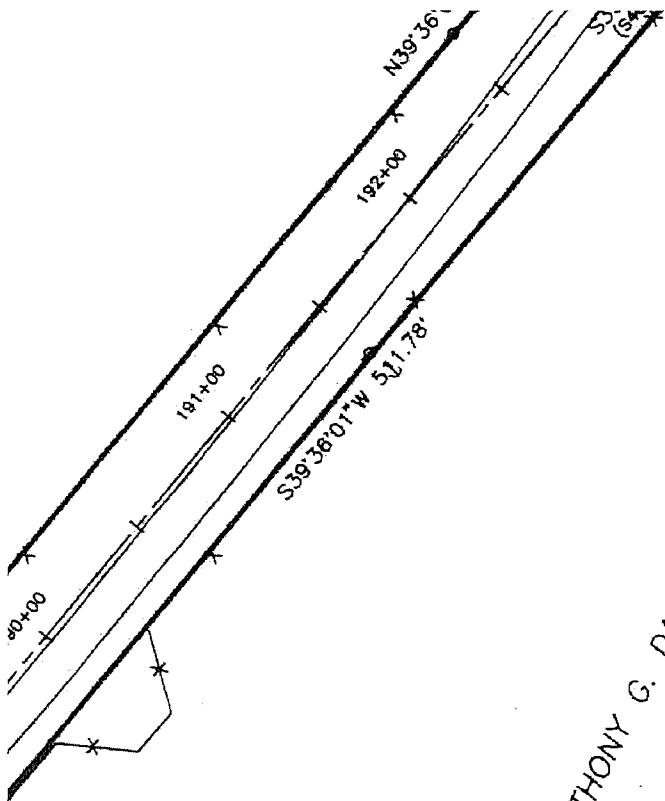
Job No: 213-94006	File: 427ROWI2	Disk: FITZHUGH	Field Book:
133	FITZHUGH ROAD (C.R. 101) STA. 177+00 TO STA. 196+00		
	K.C. ENGINEERING CONSULTING ENGINEERS AND SURVEYORS 4801 SOUTH LAMAR BLVD., SUITE 230 AUSTIN, TEXAS 78745 OFFICE: (512) 892-5585 FAX: (512) 892-5586		
	Drawn By: RCW	Scale: 1"=50'	Drawing
	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

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
- *— WIRE FENCE LOCATION

SCALE IN FEET

50 25 0 50

BEARING BASIS IS GPS DATUM ESTABLISHED
BY GEORGE W. MUERY SERVICES, INC., SAN ANTONIO, TEXAS
SURVEYED ON THE GROUND SEPTEMBER 1994 THROUGH MARCH 1995.

PART 1

TOTAL
N. ROADWAY)
PG.

PURYEAR
184 AC.
31
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'
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

28.98' RT.
186+95.30

30.00' RT.
195+77.07

EMORY DEE PURYEAR
REM. OF 184 AC.
242/31
242/29

ROBERT WAYNE PURYEAR
135 8.63 AC.
371/803

HENRY H. BROOKS
148/447

CENTERLINE P.T.
EQUATION STATION
196+98.69 BACK
195+27.85 FORWARD

SOUTH LINE OF BROOKS
AS PER 148/447

NORTH LINE
PURYEAR
371/803

32.20' LT.
196+74.41

S59°04'01"E
217.81'

171.46'

S62°47'12"E 235.08'

(S61°48'00"E 234.73')

30.32' LT.
195+60.27

N60°49'58"W
X52.22'

25.00' RT.
193+33.27

192+00

193+00

194+00

195+00

196+00

197+00

198+00

199+00

200+00

201+00

202+00

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204+00

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421+00

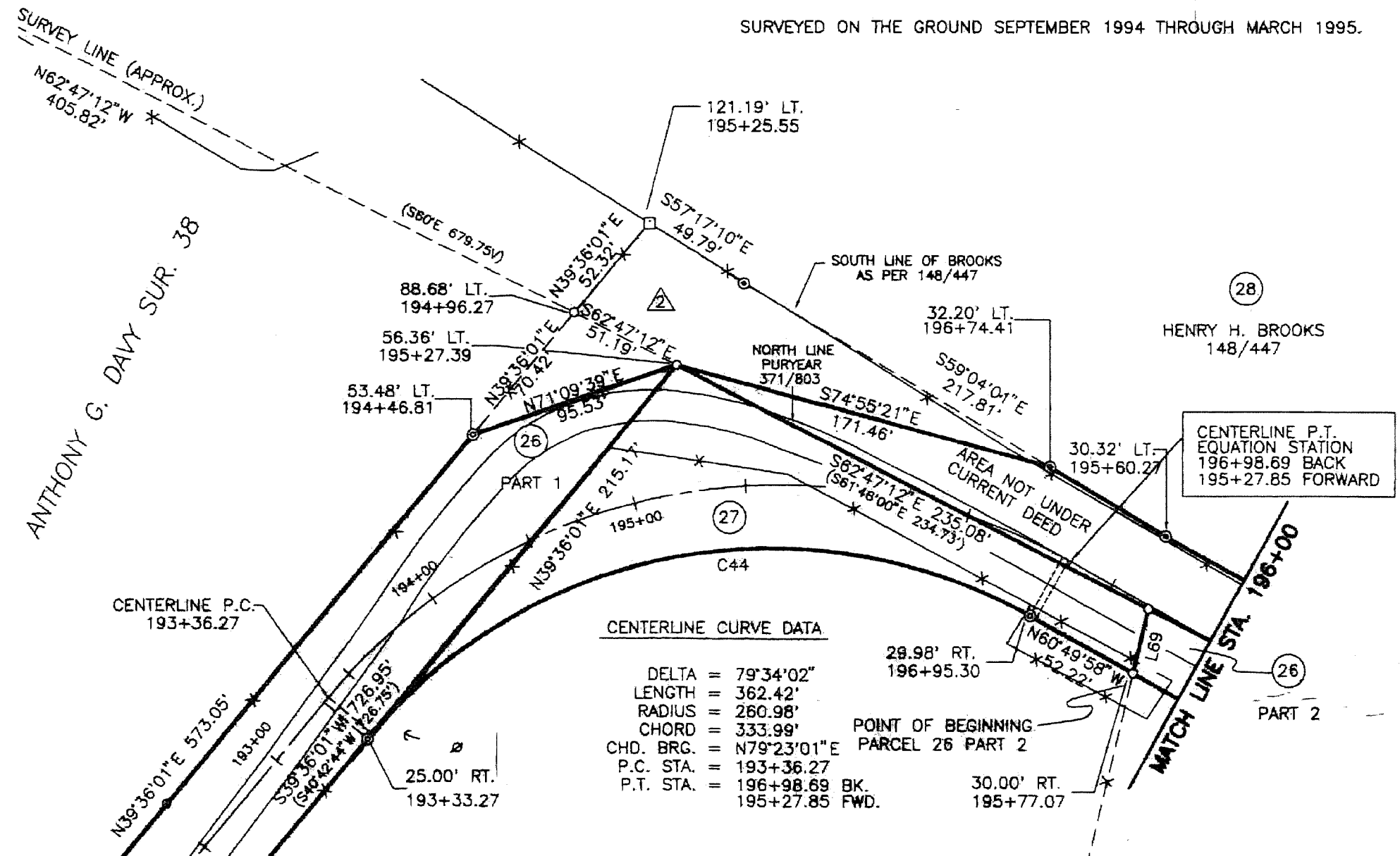
422+00

423+00

424+00

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

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (Contract) between Hays County and BGE, Inc. to provide design services for Robert S. Light Boulevard project from RM 967 to I-35 southbound frontage road (SBFR) in Precinct 4.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 4, 2022	\$215,000.00

LINE ITEM NUMBER

033-802-96-625.5621_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

Reviewed by the Assistant County Auditor.

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding, P.E., Transportation Director	SMITH	JONES

SUMMARY

The Robert S. Light project from RM 967 to I-35 southbound frontage road (SBFR) will consist of design and preparation of plans, specifications and estimates (PS&E) for spot pavement repair and the mill/overlay already identified through a pavement study on existing Robert S. Light requested by TxDOT as part of the Partnership Program right-of-way swap.

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.

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: BGE, Inc.
ADDRESS: 1701 Directors Blvd, Suite 1000, Austin, Texas 78744
PROJECT: Robert S. Light Blvd. (From RM 967 to IH 35 SBFR)

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Hays County Design Criteria & Project Development Manual, latest edition
- I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Hays County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3

ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4

CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **two-hundred fifteen thousand dollars (\$215,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7 **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8 **COMMENCEMENT OF ENGINEERING SERVICES**

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Carlos A. Lopez, P.E.
HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Erin Gonzales, PE
BGE, Inc.
1701 Directors Blvd, Suite 1000
Austin , Texas 78744

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such

express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11

SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14

CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15

USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Hays County Auditor
c/o: Vickie G. Dorsett
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

With copy to: HNTB Corporation
Attn: Carlos A. Lopez, P.E.
701 Brazos, Suite 450
Austin, Texas 78701

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26 **COPYRIGHTS**

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27 **SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: HNTB Corporation
701 Brazos, Suite 450
Austin, Texas 78701
Attn: Carlos A. Lopez, P.E.

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer: Erin Gonzales, PE
BGE, Inc.
1701 Directors Blvd, Suite 1000
Austin, Texas 78744

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto 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.

J. Independent Contractor Relationship. Both parties hereto, 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.

K. No Waiver of Immunities. 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.

L. Texas Public Information Act. 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.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33 **DISPUTE RESOLUTION**

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____, 20____

Carlos A. Lopez, P.E.
12/20/2021

ENGINEER

BGE, Inc.

By Erin N. Gonzales

Printed Name: Erin Gonzales, PE

Title: Director

Date: December 14, 2021

LIST OF EXHIBITS ATTACHED

- | | |
|----------------------|---------------------------|
| (1) Exhibit A | Debarment Certification |
| (2) Exhibit B | Engineering Services |
| (3) Exhibit C | Work Authorization |
| (4) Exhibit D | Rate Schedule |
| (5) Exhibit E | Certificates of Insurance |

EXHIBIT A
DEBARMENT 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 Engineer 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* 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 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 transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

BGE, Inc.

Name of Firm

Charles R. Harris

Signature of Certifying Official

Charles R. Harris

Printed Name of Certifying Official

Vice President

Title of Certifying Official

12 20, 2021

Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Charles R. Harris
the Vice President of B&E, Inc, on behalf of
said firm.



Shannon Campbell

Notary Public in and for the
State of Texas

My commission expires: March 13, 2024

EXHIBIT B
ENGINEERING SERVICES

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR ROBERT S. LIGHT BLVD.

1. PROJECT DESCRIPTION

Existing Facility

Robert S. Light Blvd is currently a 4-lane, collector with adjacent mixed land use consisting of residential and commercial use.

Proposed Facility

The proposed design shall consist of spot pavement repair and the mill/overlay of Robert S. Light Blvd. from RM 967 to IH 35 southbound frontage road (SBFR).

Design Criteria

The ENGINEER will perform all work and prepare all deliverables in accordance with the applicable/current requirements of the TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions, the American Association of State Highway and Transportation Officials (AASHTO) Policy on the Geometric Design of Highways and Streets, 6th Edition, 2011 and The TxDOT roadway Design Manual July 2020.

1. DESIGN PHASE SERVICES:

- a. This phase of the project generally consists of preparing construction plans, specifications, estimates, and contract documents. Services may include, but are not limited to:
- Environmental Investigations
 - Surveying
 - Roadway Construction Plans
 - Drainage
 - Signing, Pavement Marking, and Signalization
 - Miscellaneous Services
 - Project Management

2. BIDDING AND CONSTRUCTION PHASE SERVICES:

- a. This phase of the project generally consists of assisting with the bidding and contract award process and providing support during construction. Services may include, but are not limited to:
- Supporting the Pre-Bid Meeting, Bid Opening, and Preparing Award Recommendation
 - Pre-Construction Conference
 - Responding to RFIs, Change Orders, and Reviewing Submittals, and Preparing Construction Plan Revisions

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____

PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____, 20____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20__.

ENGINEER:

[Insert Company Name HERE]

By: _____
Signature

Printed Name

Title

COUNTY:

Hays County, Texas

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Shelly Brandman/Michelle Weweh PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): E-MAIL ADDRESS: shelly.brandman@usi.com														
INSURED Brown and Gay Engineers, Inc. DBA BGE, Inc. 10777 Westheimer, Suite 400 Houston, TX 77042	<table border="1"> <thead> <tr> <th data-bbox="816 426 1433 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1433 426 1559 447">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="816 457 1433 478">INSURER A : Valley Forge Insurance Company</td> <td data-bbox="1433 457 1559 478">20508</td> </tr> <tr> <td data-bbox="816 489 1433 510">INSURER B : Continental Insurance Company</td> <td data-bbox="1433 489 1559 510">35289</td> </tr> <tr> <td data-bbox="816 520 1433 541">INSURER C : Transportation Insurance Company</td> <td data-bbox="1433 520 1559 541">20494</td> </tr> <tr> <td data-bbox="816 552 1433 573">INSURER D : Lexington Insurance Company</td> <td data-bbox="1433 552 1559 573">19437</td> </tr> <tr> <td data-bbox="816 583 1433 604">INSURER E : National Fire Insurance Co. of Hartford</td> <td data-bbox="1433 583 1559 604">20478</td> </tr> <tr> <td data-bbox="816 615 1433 630">INSURER F :</td> <td data-bbox="1433 615 1559 630"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : Continental Insurance Company	35289	INSURER C : Transportation Insurance Company	20494	INSURER D : Lexington Insurance Company	19437	INSURER E : National Fire Insurance Co. of Hartford	20478	INSURER F :	
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INSURER E : National Fire Insurance Co. of Hartford	20478														
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6075541416	12/31/2020	12/31/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6075541433	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000			6075541464	12/31/2020	12/31/2021	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	6075541447	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liability CLAIMS MADE			031565521	12/31/2020	12/31/2021	\$5,000,000 per claim \$10,000,000 annl aggr.


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

Blanket Additional Insured (all policies except Workers Compensation and Professional Liability) is provided if required by written contract executed prior to a loss, but limited to the operations of the Named Insured per policy forms CNA75079XX 10/16, including completed operations (GL); CA2048 10/13 (Auto).

Coverage provided on the General and Auto Liability is primary and non-contributory if required by written (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Hays County Attn 2171 Yarrington Rd. Kyle, TX 78640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

DESCRIPTIONS (Continued from Page 1)

contract executed prior to a loss.

Blanket Waiver of Subrogation is provided on all policies as required by written contract executed prior to a loss, except as prohibited by law, per policy form CNA75079XX 10/16 (GL); CA0444 10/13 (Auto); WC420304B 06/14 (WC); CNA75504XX 03/15 (UL).

The Umbrella Follows Form (CNA88301XX 08/17) to the underlying General, Auto and Employers Liability policies.

All policies include an endorsement providing that 30 days notice of cancellation, except 10 days notice for non-payment of premium, will endeavor to be given if required by written contract.

RE: Robert S. Light Blvd.

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.

1. 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.
2. 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:
 - A. 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.
 - B. 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.
 - C. 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.

- D. 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.
- E. Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.
- F. 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: Erin N. Gonzales

PRINT NAME & TITLE: Erin N. Gonzales, Senior Director Transportation Systems

COMPANY NAME: BGE, Inc.



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
Marisol Villarreal-Alonzo	Hays County Auditor

Name of Related Person	Title	Relationship
Freddie Alonzo	Senior Construction Inspector (BGE)	Husband

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.

BGE, Inc.

Name of Vendor

Erin N. Gonzales

Signature of Certifying Official

Sr. Director, Transportation Systems

Title of Certifying Official

Erin N. Gonzales

Printed Name of Certifying Official

10/29/2021

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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

BGE, Inc.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Marisol Villarreal-Alonzo (Hays County Auditor)

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.

Marisol Villarreal-Alonzo, a Hays County Auditor is the spouse of Freddie Alonzo, a Sr. Construction Inspector for BGE, Inc.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?



Yes



No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?



Yes



No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Charles R. Harris
Signature of vendor doing business with the governmental entity

11/4/2021

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

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.

BGE, Inc.
Austin, TX United States

Certificate Number:
2021-820161

Date Filed:
11/03/2021

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.

0000000
Professional (engineering) services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Randerman, Randy	Houston, TX United States	X	
	Lennard, Lee	Houston, TX United States	X	
	Dillon, Doug	Frisco, TX United States	X	
	Harris, Charles	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Charles Harris, and my date of birth is 11/14/61.

My address is 101 W. Louis Henna, Ste 400, Austin, TX, 78728, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Williamson County, State of Texas, on the 3rd day of November, 2021.
(month) (year)

Charles R. Harris

Signature of authorized agent of contracting business entity
(Declarant)

**Hays County
House Bill 89 Verification**

I, Charles Harris, the undersigned representative of BGE, Inc. 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.*

11-1-2021
DATE

Charles R. Harris
SIGNATURE OF COMPANY REPRESENTATIVE

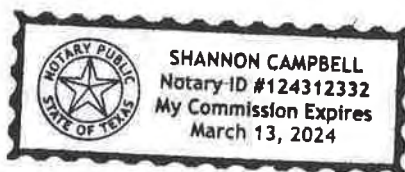
On this the 1 day of November, 2021, personally appeared

Charles R. Harris, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Shannon Campbell
NOTARY SIGNATURE

11-1-21
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 approve the selection of LJA Engineering, Inc. to provide right-of-way acquisition services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to just before FM 1826 in Precinct 4; and to authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 4, 2022	\$0.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to FM 1826 [20-867-034] will be moving forward with design and requires ROW acquisition services to support the development of the project.

LJA Engineers, 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 a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the selection of Cobb, Fendley & Associates, Inc. to provide utility coordination services for the Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to just before FM 1826 in Precinct 4; and to authorize staff and counsel to negotiate a contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	January 4, 2022	\$0.00

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Darden Hill Phase 2 project from Sawyer Ranch Roundabout (Phase 1) to FM 1826 [20-867-034] will be moving forward with design and requires utility coordination services to support the development of the project.

Cobb, Fendley & Associates, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2018-P16 on December 11, 2018, Item 13. The process to initially select a 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 consider the acceptance of road construction & surface drainage improvements, acceptance of the 2-year maintenance bond #PB03016800681M2 in the amount of \$195,748.56, and acceptance of the 1-year revegetation bond #PB03016800681 in the amount of \$178,793.00 for Caliterra subd., Phase 4, Section 11.

ITEM TYPE

ACTION-ROADS

MEETING DATE

January 4, 2022

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. A construction bond was not issued for this section, 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 21, 2021

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

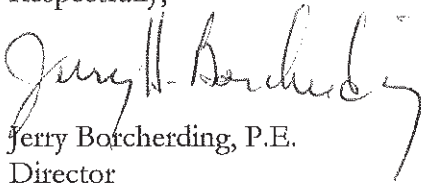
RE: Caliterra subdivision, Phase 4, Section 11

Dear Commissioners and Judge:

Brian R. Kelling, Jr., P.E. with Carlson, Brigrance & Doering, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Caliterra subdivision, Phase 4, Section 11, accept the 2-year maintenance bond #PB03016800681M2 in the amount of \$195,748.56, and accept the 1-year revegetation bond #PB03016800681 in the amount of \$178,793.00. A concurrence letter and as-built plans have been received as required by Hays County. A construction bond was not issued for this section, so there isn't anything to release.

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

Respectfully,


Jerry Borcharding, P.E.
Director
Hays County Transportation



Carlson, Brigrance & Doering, Inc.

Civil Engineering ❖ Surveying

**ENGINEERING CONCURRENCE LETTER
HAYS COUNTY**

December 7, 2021

Caliterra Phase 4 Section 11

Dripping Springs, TX
CBD #4993

On this day, December 7, 2021, I, the undersigned professional engineer made a final visual inspection of the above referenced project. I also visited the site during construction and observed that the streets, site grading, utilities and drainage structures were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the following items:

All curbs, pavement, storm sewers, inlets, water, wastewater and similar construction items.

The following items will require correction and are listed below:

Revegetation

Sincerely,
CARLSON, BRIGANCE & DOERING, INC. (F-3791)


BRIAN R. KELLING, JR., P.E.



CARLSON, BRIGANCE & DOERING, INC.
ID# F3791

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800681M2

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County, Texas as Obligee, in the penal sum of One Hundred Ninety Five Thousand Seven Hundred Forty Eight and 56/100 (\$195,748.56) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into a contract with Development Solutions CAT, LLC on behalf of the Hays County Development District No. 1 for Caliterra Phase 4 Sec 11 - Roadway and Surface Drainage, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

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

SIGNED, SEALED AND DATED THIS 16th day of November, 2021.

DNT Construction, LLC

Principal

By: 

Dean Tomme, President

Philadelphia Indemnity Insurance Company

By: 

Rosemarie Lopez, 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 Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, 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 5TH DAY OF MARCH, 2021.

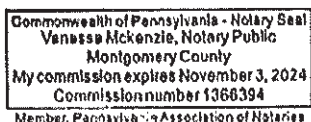
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 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 Public:



Member, Pennsylvania Association of Notaries

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

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 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, 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 16th day of November, 2021.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

MAINTENANCE - REVEGETATION BOND

Bond No. PB03016800681

KNOW ALL MEN BY THESE PRESENTS,

That we DNT Construction, LLC, as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Hays County, Texas as Obligee in the penal sum of One Hundred Seventy Eight Thousand Seven Hundred Ninety Three and 00/100 (\$178,793.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed that certain work (herein referred to as the "Work") described as:

Caliterra Phase 4 Sec 11 - Re-Veg

WHEREAS, the Obligee requires that the Principal furnish a bond conditioned to guarantee the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee for all loss that the obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, at the expiration of the period of sixty days from the date of substantial completion, being the establishment of grass/vegetation at 70% in areas of hydro mulch, then this obligation shall be void, otherwise to remain in full force and effect for a period of up to (1) One Year. However, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Obligee to perform oblige-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

SIGNED, sealed and dated this November 16, 2021.

DNT Construction, LLC

Principal

By: 

Dean Tomme, President

Philadelphia Indemnity Insurance Company

Surety

By: 

Jeremy Farque,

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 Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, 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.

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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 5TH DAY OF MARCH, 2021.

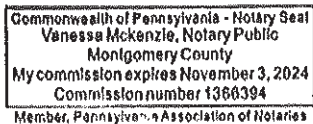


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

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Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

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In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of November, 2021.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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 Subdivision Agreement with Continental Homes of Texas, L.P. for the Prairie Lakes Subdivision located off of Williamson Road and Satterwhite Road in Precinct 2.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

January 4, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Prairie Lakes Subdivision is a planned development across 378.572 acres located in Precinct 2. This agreement pertains to the portion of the property falling within the City of Niederwald extraterritorial jurisdiction and further states that the development may not exceed 700 total single-family residential lots. The developer anticipates a 5 year build out for the 2 phases currently planned. The execution of this agreement will ensure the project is allowed to move forward with current development regulations and fees while allowing Hays County to adopt reasonable timelines for approvals for all final phases.

SUBDIVISION AGREEMENT

This Subdivision Agreement (this "Agreement") is made and entered into effective as of the _____ day of _____, 2021 (the "Effective Date"), by and between HAYS COUNTY, TEXAS (the "County"), and CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership (the "Declarant"). The County and Declarant are sometimes referred to herein as the "Parties" and individually as the "Party".

Purposes, Term and Consideration

- 1.01. Declarant is developing approximately 378.572 acres of land (the "Property"), which Property is more fully described on Exhibit A attached hereto and incorporated herein for all purposes. The Property is located in a project being developed by Declarant as "Prairie Lakes" and is within the extraterritorial jurisdiction (ETJ) of the City of Niederwald (the "City") in Hays County, Texas (the "County").
- 1.02. Declarant is authorized to enter into this Agreement with the County. The County is authorized to enter into this Agreement with Declarant by authority of Chapter 232 of the Texas Local Government Code, Subchapter E, and Chapter 771 of the Hays County Development Regulations (the "Development Regulations").
- 1.03. Declarant desires to subdivide the Property as a single-family residential subdivision with mixed use and commercial uses as shown generally in the concept plan (the "Concept Plan") attached hereto and incorporated herein as Exhibit B.
- 1.04. The benefits to the Parties contained in this Agreement, which exceed the minimum requirements of state law and the Development Regulations, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.
- 1.05. This Agreement shall be binding upon the Parties, their successors and assigns, and shall be effective for a term of ten (10) years from the Effective Date.

The Project

- 2.01. The Project, as that term is described in Chapter 245, Texas Local Government Code, is the master planning and subdivision platting of the Property and other property, which is within the extraterritorial jurisdiction of the City of Kyle and within the Prairie Lakes project and which will not be controlled by this Agreement, into a total of approximately 2,300 single-family residential lots; and the provision of roadways, parks and other open space, drainage facilities, utilities installation, and water lines, wastewater lines and related storage facilities. A maximum of 700 single-family

residential lots will be located within the Property. The Project is subject to the Development Regulations as of the Effective Date, including fees, as they exist on the Effective Date, except as otherwise modified in this Agreement.

- 2.02.** Declarant has designed and plans to develop, install, and construct the Project in multiple phases, which are included in the phasing plan (the "Phasing Plan") attached hereto and incorporated herein as Exhibit C. The Parties acknowledge and agree that the actual construction may vary from the proposed timing and proposed phase boundaries as necessary to improve the overall design of the Project. The Parties further agree that such variations are acceptable per this Agreement. Provided, however, that the total number of single-family residential lots within the Property may not exceed 700.
- A.** Declarant shall submit a preliminary plan that includes all Project phases listed in the Concept Plan. The proposed number of single-family residential lots in the final plat of each phase of the Project may also vary from the approved preliminary plan for such phase by plus or minus ten percent (10%), or an additional amount if such additional amount is acceptable to the County.
- B.** Declarant agrees to pay a \$500 fee per plat submittal and review fee of \$450.00 per single-family residential lot. The review fee is due upon submittal of the final plat for each phase of the Project. The \$450.00 per lot review fee is based on the total number of single-family residential lots in each final plat submitted for the applicable phase of the Project. Declarant shall not be required to pay any other fees for the Project.
- C.** Declarant agrees to submit final plat applications for a particular phase of the Project within 12 months after the dates set forth in the Phasing Plan.

County Roadway and Drainage Standards

- 3.01.** The applicable roadway standards for roadways within the Property are the roadway standards in Chapter 721 of the Development Regulations, as those regulations exist as of the Effective Date, except as modified by this Agreement (the "Roadway Standards"). The applicable drainage standards for drainage within the Property are the storm water management standards in Chapter 725 of the Development Regulations, as those regulations exist as of the Effective Date, except as modified by this Agreement (the "Drainage Standards"). Except as otherwise set forth in this Agreement, all roadways and driveways within the Property shall be built in accordance with the Roadway Standards and Drainage Standards. Exhibit D attached hereto and incorporated herein provides design standards for roadways within the Project and any applicable variances to the Roadway Standards for the Project.

- 3.02** Declarant may dedicate right-of-way and additional right-of-way in excess of the County minimum right-of-way width set forth in the Roadway Standards and Drainage Standards, and in such event, the County agrees to grant a license to the Declarant, or a municipal utility district or other governmental entity, in general accordance with the form attached hereto as Exhibit E, to allow for the construction, installation, maintenance, repair and operation of landscaping improvements, irrigation, lighting, sidewalks or trails and related improvements within the right-of-way.

Assignment of Commitments and Obligations

- 4.01.** Declarant's rights and obligations under this Agreement may be assigned, in whole or in part, to one or more related entities, purchasers of all or any portion of the Property, another developer(s) of the Property or to a governmental entity.
- 4.02.** This Agreement and the Concept Plan shall be binding on the Parties, and their respective successors and assigns, and shall be effective for the duration through the final phase of the Project listed in the Phasing Plan, unless expired under the provisions set forth in this Agreement or renewed or extended by the Parties' mutual agreement.

Default

- 5.01.** Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of written notice of default from the other Party. Upon the passage of thirty (30) business days without cure of the default, such Party shall be deemed to have defaulted for purpose of this Agreement. The non-defaulting Party may bring an action for specific performance against the defaulting Party. To the extent allowed by Texas law, the County waives immunity to suit and liability under this Agreement.

Notices

- 6.01.** Any notice to be given hereunder by any Party shall be in writing and may be affected by personal delivery or by sending said notice by registered or certified mail, return receipt requested, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the County shall be addressed to:

Hays County Development Services
Attn: Roxie McInnis
2171 Yarrington Rd, Ste. 100
Kyle, TX 78640
Telephone No.: (512)393-2167

Any notice mailed to Declarant shall be addressed to:

Continental Homes of Texas, L.P.
10700 Pecan Park Blvd., Suite 400
Austin, Texas 78750
Attn: Mr. Adib R. Khoury
Telephone No.: (512)533-1514
Email: arkhoury@drhorton.com

With a copy to:

Allen Boone Humphries Robinson
Attn: Ryan Harper
1108 Lavaca St., Suite 510
Austin, Texas 78701
Telephone No.: (512) 518-2423
Email: rharper@abhr.com

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Miscellaneous

- 7.01.** Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire Agreement between Parties hereto, and may not be amended, except in writing signed by all Parties and dated subsequent to the date hereof.
- 7.02.** Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed.
- 7.03.** Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas.
- 7.04.** Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

- 7.05. Counterparts. This Agreement may be executed in any number of identical counterparts, each of which shall be deemed an original for all purposes. An electronically transmitted signature will also be deemed to constitute an original if properly executed.
- 7.06. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 7.07. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 7.08. Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.
- 7.09. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed, as a whole, and according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.
- 7.10. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement. Provided, however, an entity related to one or more of the Parties is entitled to the benefits of, and may rely upon, this Agreement.
- 7.11. Attorneys' Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing Party may recover its reasonable and necessary attorneys' fees from the non-prevailing party as and if permitted by Texas law.
- 7.12. Incorporation of Recitals. The representations, covenants and recitations set forth in

the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.

- 7.13.** Waiver. Waiver by a Party of any breach of this Agreement, or the failure of a Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

(SIGNATURES PAGES FOLLOW)

This Subdivision Agreement is hereby EXECUTED in multiple originals.

HAYS COUNTY TEXAS

By: _____

Name: Ruben Becerra

Title: Hays County Judge

Date: _____

Attest: _____

Elaine H. Cárdenas

Hays County Clerk

(SIGNATURES CONTINUE ON THE NEXT PAGE)

CONTINENTAL HOMES OF TEXAS, L.P.

By: _____

Name: _____

Title: _____

STATE OF _____

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____,
known to me to be _____ of Continental Homes of Texas, L.P., a Texas limited
partnership, on behalf of said limited partnership and acknowledged to me that he executed
the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2021.

Notary Public in and for the State of
_____ My Commission expires
on: _____

EXHIBIT A **LEGAL DESCRIPTION**

DR Horton-City of Niederwald ETJ
378.572 Acres
Job No. 8008-00

METES & BOUNDS DESCRIPTION

FIELD NOTES FOR A 378.572 ACRE TRACT OF LAND OUT OF THE Z. HINTON SURVEY NUMBER 4, ABSTRACT 219 AND THE NEILL McLEAN SURVEY NUMBER 164, ABSTRACT 326, HAYS COUNTY, TEXAS; BEING A PORTION OF THE CALLED 793.3 ACRE TRACT OF LAND AS CONVEYED TO KY-TEX PROPERTIES, INC. BY INSTRUMENT RECORDED IN VOLUME 185, PAGE 391 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 793.3 ACRE TRACT AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 144, PAGE 27, DEED RECORDS OF HAYS COUNTY, TEXAS; AND A PORTION OF THE CALLED 201.80 ACRE TRACT OF LAND AS CONVEYED TO KY-TEX PROPERTIES, INC. BY WARRANTY DEED RECORDED IN VOLUME 263, PAGE 545 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 201.80 ACRE TRACT AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 247, PAGE 512 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 378.572 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection of the southerly right-of-way line of County Road 107 (Satterwhite Road) with the westerly right-of-way line of County Road 120 (Williamson Road), at an exterior corner of said 793.3 acre tract, for the most easterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE with the occupied westerly right-of-way line of said County Road 120, generally as fenced, the following five (5) courses:

- 1) S 42°41'56" W a distance of 747.13 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) S 43°38'34" W a distance of 651.37 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 3) S 42°59'55" W a distance of 399.54 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 4) S 43°28'42" W a distance of 1,198.91 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract; and
- 5) S 43°25'43" W a distance of 302.52 feet to a 1/2-inch iron rod found at the most southerly corner of said 793.3 acre tract, for an exterior corner of the herein described tract;

THENCE, with the southwest line of said 793.3 acre tract, generally as fenced, N 46°25'36" W a distance of 22.47 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the most northerly east corner of the above-described 201.80 acre tract, for an interior corner of the herein described tract;

THENCE, with the occupied westerly right-of-way line of said County Road 120, and the easterly line of said 201.80 acre tract, generally as fenced, the following four (4) courses:

- 1) S 38°30'40" W a distance of 24.52 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) S 08°00'06" E a distance of 42.42 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 3) S 04°41'15" W a distance of 45.40 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and
- 4) S 28°16'47" E a distance of 149.52 feet to a calculated point on the northerly City of Niederwald full purpose line and the southerly City of Niederwald ETJ line for a southeasterly corner of the herein described tract;

THENCE, departing the westerly right-of-way line of said County Road 120, over and across said 201.80 acre tract with the northerly City of Niederwald full purpose line and the southerly City of Niederwald ETJ line, the following four (4) courses:

- 1) S 82°06'14" W, a distance of 13.48 feet to a calculated point;
- 2) S 82°05'45" W, a distance of 1349.66 feet to a calculated point;
- 3) S 44°09'08" W, a distance of 275.67 feet to a calculated point; and
- 4) S 44°26'28" W, a distance of 63.46 feet to a calculated point on the northerly right-of-way line of F.M. 2001 (80' wide right-of-way, as shown on Texas State Highway Department Right of Way Map dated May 25, 1953) at the beginning of a non-tangent curve to the right;

THENCE, with the northerly right-of-way line of said F.M. 2001 and the southerly line of said 201.80 acre tract, the following four (4) courses:

- 1) Along said curve to the right, an arc distance of 1255.90 feet, having a radius of 1870.08 feet, a central angle of 38°28'42" and chord which bears N 77°00'20" W, 1232.43 feet to a Type I TxDOT monument found for corner;
- 2) N 57°47'30" W a distance of 1,153.80 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at a point of curvature of a curve to the right;
- 3) Along said curve to the right, an arc distance of 558.38 feet, having a radius of 2,824.93 feet, a central angle of 11°19'31" and chord which bears N 52°07'35" W a distance of 557.48 feet to an 1/2-inch iron rod with aluminum cap found for corner; and

- 4) N 46°26'18" W a distance of 777.83 feet to a calculated point at the south corner of a called 54.142 acre tract (Tract 1) as conveyed to ADBF, LLC by Quit Claim Deed recorded in Document Number 18005484 of the Official Public Records of Hays County, Texas, at the westerly corner of said 201.80 acre tract, for the most southerly southwest corner of the herein described tract, from which a broken Type I TxDOT monument found bears N 46°26'18" W, a distance of 801.89 feet;

THENCE, with a westerly line of said 201.80 acre tract and an easterly line of said ADBF, LLC 54.142 acre tract, N 43°14'08" E, pass a 3/4-inch iron pipe found for reference at a distance of 1.65 feet, and continuing on for a total distance of 988.59 feet to a 5/8-inch iron rod with aluminum cap stamped "BARNES REFERENCE MONUMENT" found at the easterly corner of said ADBF, LLC 54.142 acre tract, also being the most southerly corner of said Oehler 147.098 acre tract, for an angle point of the herein described tract;

THENCE, with a westerly line of said 201.80 acre tract and an easterly line of said Oehler 147.098 acre tract, N 43°14'27" E a distance of 523.37 feet to a calculated point on the northerly City of Niederwald ETJ line and the southerly City of Kyle ETJ line for the most westerly northwest corner of the herein described tract;

THENCE, departing the easterly line of said Oehler 147.098 acre tract, over and across said 201.80 acre tract and said 793.3 acre tract with the common ETJ lines of City of Kyle and City of Niederwald, the following twenty three (23) courses:

- 1) THENCE, S 68°39'27" E, a distance of 75.08 feet to a calculated point;
- 2) THENCE, S 66°04'00" E, a distance of 65.95 feet to a calculated point;
- 3) THENCE, N 82°48'22" E, a distance of 37.86 feet to a calculated point;
- 4) THENCE, N 85°05'33" E, a distance of 172.76 feet to a calculated point;
- 5) THENCE, N 88°50'32" E, a distance of 172.76 feet to a calculated point;
- 6) THENCE, S 87°24'27" E, a distance of 172.76 feet to a calculated point;
- 7) THENCE, S 83°39'27" E, a distance of 172.76 feet to a calculated point;
- 8) THENCE, S 79°54'27" E, a distance of 172.76 feet to a calculated point;
- 9) THENCE, S 76°09'27" E, a distance of 172.76 feet to a calculated point;
- 10) THENCE, S 72°24'27" E, a distance of 172.76 feet to a calculated point;
- 11) THENCE, S 68°39'30" E, a distance of 18.24 feet to a calculated point;
- 12) THENCE, N 66°20'36" E, a distance of 27.82 feet to a calculated point;

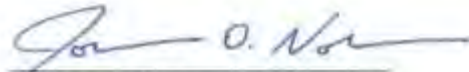
- 13) THENCE, N 70°05'33" E, a distance of 172.76 feet to a calculated point;
- 14) THENCE, N 73°50'33" E, a distance of 172.76 feet to a calculated point;
- 15) THENCE, N 77°35'33" E, a distance of 172.76 feet to a calculated point;
- 16) THENCE, N 81°16'46" E, a distance of 194.92 feet to a calculated point;
- 17) THENCE, N 82°05'45" E, a distance of 189.66 feet to a calculated point;
- 18) THENCE, N 43°22'32" E, a distance of 268.57 feet to a calculated point;
- 19) THENCE, N 43°22'31" E, a distance of 111.62 feet to a calculated point;
- 20) THENCE, N 43°22'32" E, a distance of 471.66 feet to a calculated point;
- 21) THENCE, N 43°22'32" E, a distance of 524.48 feet to a calculated point;
- 22) THENCE, N 43°16'22" E, a distance of 1020.16 feet to a calculated point; and
- 23) THENCE, N 43°09'09" E, a distance of 242.87 feet to a calculated point on the southerly right-of-way line of said County Road 107 for the most northerly corner of the herein described tract;

THENCE, with the occupied southerly right-of-way line of said County Road 107, generally as fenced, the following four (4) courses:

- 1) S 46°30'15" E, a distance of 1035.28 feet to a point for corner;
- 2) S 46°42'23" E, a distance of 411.83 feet to a point for corner;
- 3) S 46°16'51" E, a distance of 701.65 feet to a point for corner; and

- 4) S 47°25'21" E, a distance of 412.64 feet to the **POINT OF BEGINNING** and containing 378.572 acres of land, more or less.

This description was prepared under 22 Texas Annotated Code 663.21 and reflects the results of an on the ground survey, and the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. A sketch accompanies this description.



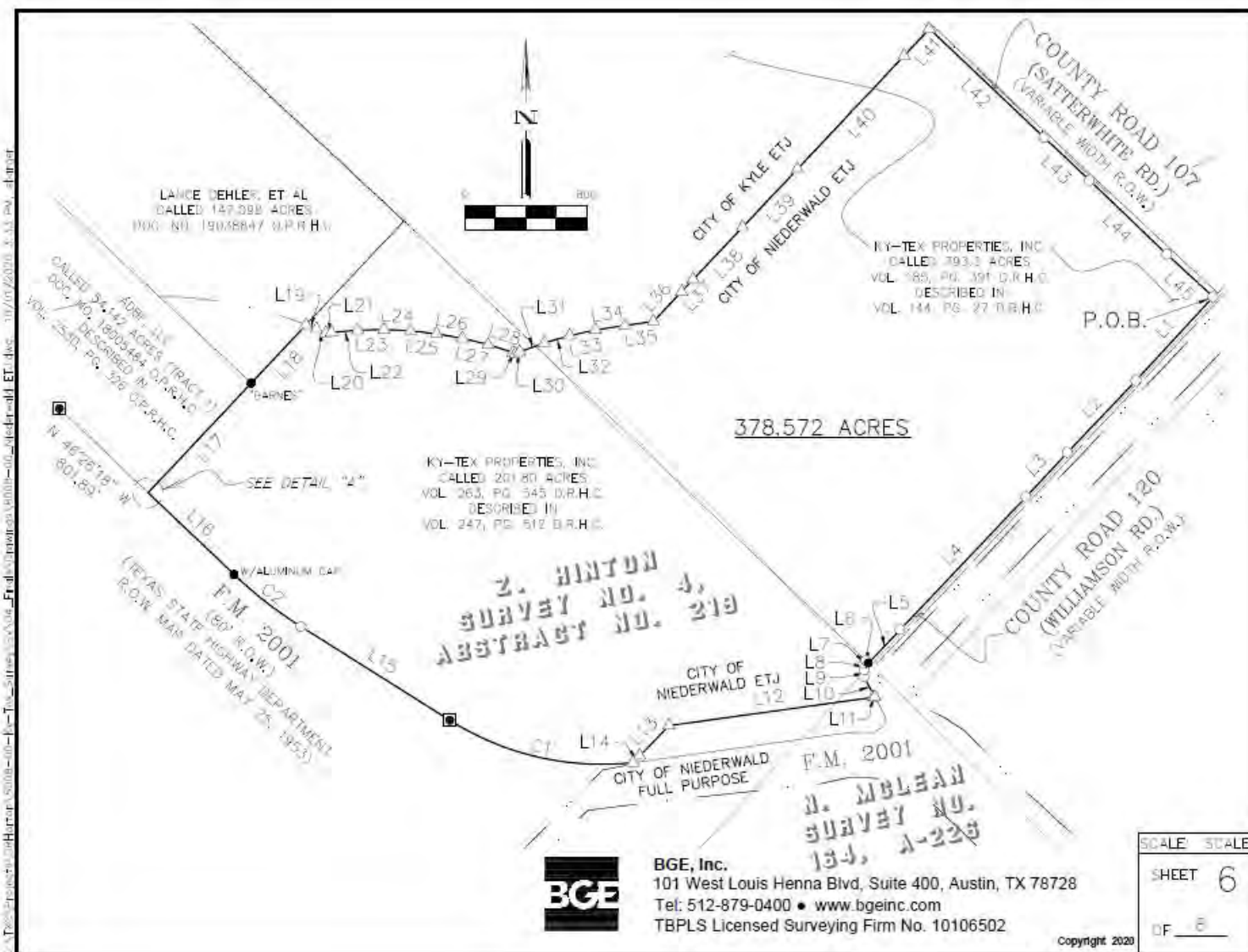
Jonathan O. Nobles RPLS No. 5777
BGE, Inc.
101 West Louis Henna Blvd, Suite 400
Austin, Texas 78728
Telephone: (512) 879-0400
TBPELS Licensed Surveying Firm No. 10106502

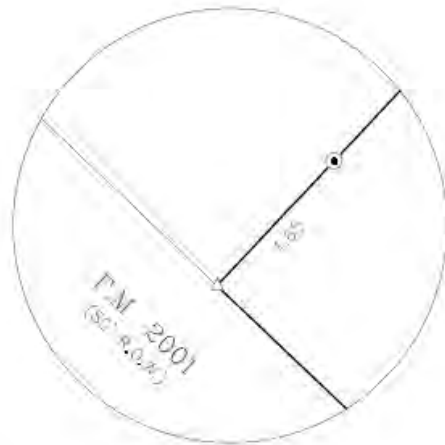


10/01/2020

Date

Date: October 1, 2020
Project No.: 8008-00





DETAIL "A" - N.T.S.

LEGEND

DOC.	DOCUMENT
D.R.H.C.	DEED RECORDS OF HAYS COUNTY
NO.	NUMBER
O.P.R.H.C.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY
PG.	PAGE
R.O.W.	RIGHT-OF-WAY
VOL.	VOLUME
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
●BARNES	FOUND 5/8" IRON ROD W/ ALUMINUM CAP STAMPED "BARNES REFERENCE MONUMENT"
⊙	FOUND 3/4" IRON PIPE
⊞	FOUND T&DOT TYPE 1 MONUMENT
○	SET 1/2" IRON ROD W/ CAP STAMPED "BGE INC"
△	CALCULATED POINT

GENERAL NOTES

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE #204, NAD83.
2. POLITICAL BOUNDARIES SHOWN HEREON ARE EXTRACTED FROM GIS DATA AND ARE APPROXIMATE. THE CITY OF KYLE ETJ, CITY OF NIEDERWALD ETJ AND CITY OF NIEDERWALD FULL PURPOSE UNITS LINEWORK WAS DOWNLOADED FROM THE CITY OF KYLE GIS.
<https://www.cityofkyle.com/planning/interactive-web-maps>



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2020

SCALE	SCALE
SHEET	7
OF	8

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE	NUMBER	BEARING	DISTANCE
L1	S 42°41'56" W	747.13'	L13	S 44°09'08" W	275.67'	L25	S 83°33'27" E	172.76'	L37	N 43°22'31" E	111.62'
L2	S 43°38'34" W	661.57'	L14	S 44°26'28" W	63.46'	L26	S 79°54'27" E	172.76'	L38	N 43°22'32" E	471.66'
L3	S 42°53'55" W	399.54'	L15	N 57°47'30" W	1,153.50'	L27	S 76°09'27" E	172.76'	L39	N 43°22'32" E	524.48'
L4	S 43°28'42" W	1,198.91'	L16	N 46°26'18" W	777.83'	L28	S 72°24'27" E	172.76'	L40	N 43°14'22" E	1,020.16'
L5	S 43°25'43" W	302.52'	L17	N 43°45'08" E	988.59'	L29	S 58°39'30" E	18.24'	L41	N 43°09'09" E	242.87'
L6	N 48°25'35" W	22.47'	L18	N 43°14'27" E	523.37'	L30	N 58°20'55" E	27.82'	L42	S 46°30'35" E	1,035.28'
L7	S 38°30'40" W	24.52'	L19	S 66°39'27" E	75.08'	L31	N 70°05'33" E	172.76'	L43	S 46°42'23" E	411.83'
L8	S 08°00'06" E	42.42'	L20	S 66°04'00" E	65.95'	L32	N 73°50'33" E	172.76'	L44	S 46°16'51" E	701.65'
L9	S 04°41'16" W	45.40'	L21	N 83°48'22" E	27.86'	L33	N 77°35'33" E	172.76'	L45	S 47°26'21" E	412.64'
L10	S 28°16'47" E	149.52'	L22	N 85°05'33" E	172.76'	L34	N 81°16'46" E	194.92'			
L11	S 82°06'14" W	13.48'	L23	N 88°50'32" E	172.76'	L35	N 82°05'45" E	169.66'			
L12	S 82°05'45" W	1,349.66'	L24	S 87°24'27" E	172.76'	L36	N 43°22'32" E	268.57'			

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	1,255.80'	1,870.08'	38°58'42"	N 77°00'20" W	1,212.45'
C2	558.38'	2,674.43'	71°19'34"	N 52°07'35" W	567.48'

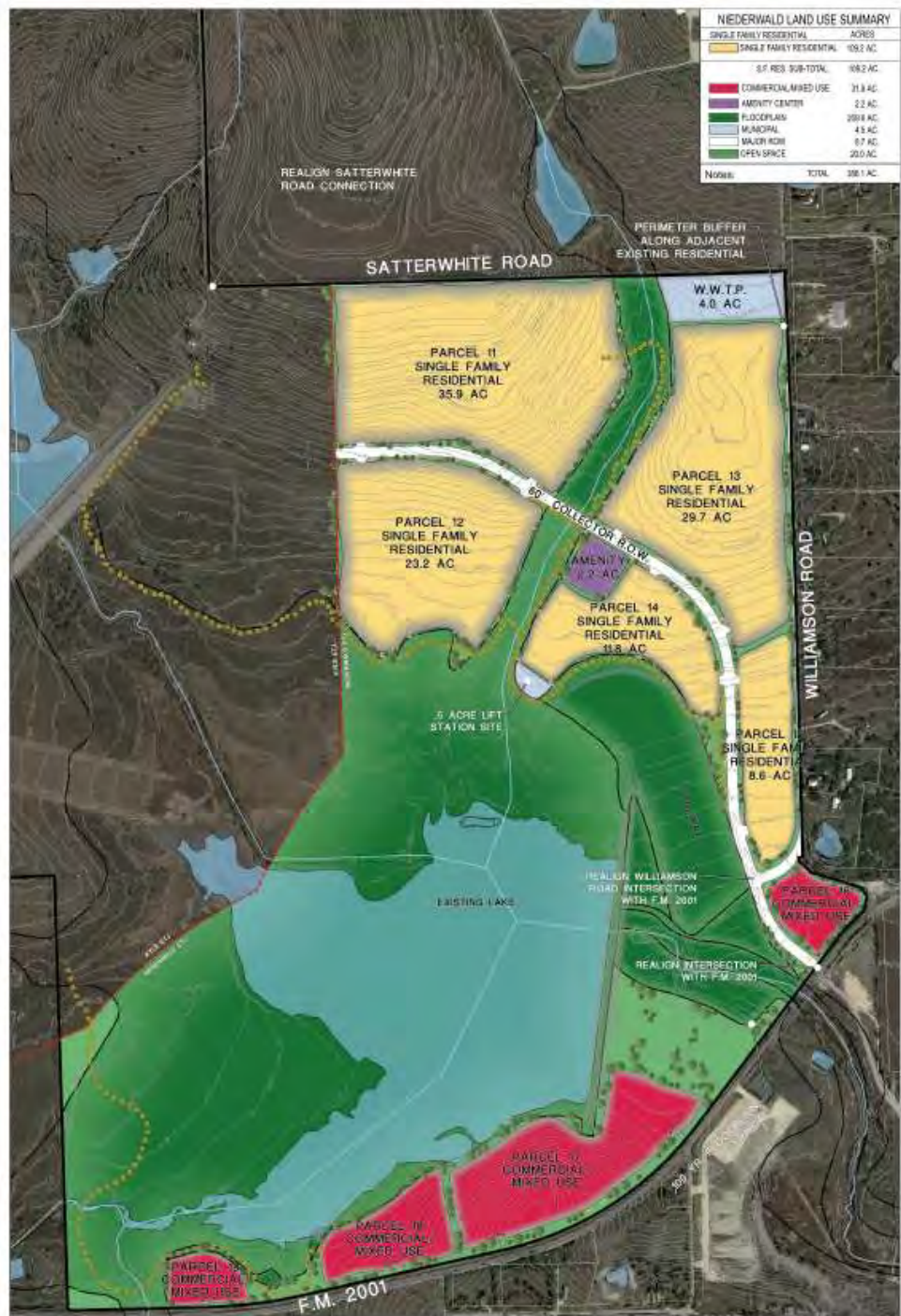


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Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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SCALE SCALE
SHEET 8
OF 8

EXHIBIT B CONCEPT PLAN



SEC Planning, LLC
 Land Planning • Landscape Architecture • Community Branding
 AUSTIN, TEXAS
 78701-1101
 www.secplanning.com • info@secplanning.com

**CONCEPT
NIEDERWALD LAND**
KY-TEX
 NIEDERWALD, TEXAS

North
 Scale: 1" = 500'
 Date: September 28, 2020

BASE MAP FILE: J:\303025\NORT\Callout\NIEDERWALD\Concept.dwg
 Data mapping compiled from best available information. All map data should be confirmed as preliminary, in need of verification, and subject to change. This land plan is conceptual in nature and does not represent any regulatory approval. Plan is subject to change.

EXHIBIT C
PHASING PLAN

PHASE	APPROXIMATE LOT COUNT	FINAL PLAT SUBMISSION
Phase 1 Section 1	158 Lots	Approval anticipated by December 31, 2021
Phase 1 Section 2	138 Lots	December 31, 2022
Phase 2 Section 1	126 Lots	December 31, 2023
Phase 2 Section 2	212 Lots	December 31, 2024

EXHIBIT D
ROADWAY DESIGN STANDARDS

Minor Collector Road (60' ROW)

Standard	Prairie Lakes Standard	Hays County Standard
Average Daily Traffic (ADT - One Way Trips)	< 2500	1001 - 2500
Design Speed (mph)	35	35
No. of Travel Lanes	2	2
Turn Lanes	No	-
Min. ROW Width (ft)	60	60
Building Setback (ft)	25	25
Width of Travelway (ft)	32	22
Width of Shoulders (ft)	N/A	5
Min. Centerline Radius (ft)	375	375
Min. Tangent Length Between Reverse or Compound Curves (ft)	150	150
Min. Radius for Edge of Pavement at Intersections (ft)	25	25
Intersection Street Angle Range (Degrees)	80 - 100	80 - 100
Max Grade (%)	10	10
Min. Street Centerline Offset at Adjacent Intersection (ft)	125	125
Min. Stopping Sight Distance (ft)	-	250
Min. Intersection Sight Distance (ft)	-	350
Ditch Foreslope Grade	5:01	5:01
Ditch Backslope Grade	4:01	4:01
Min. Cul-de-Sac / Pavement Radius (ft)	60 / 50	70 / 45
Min. Lot Frontage (ft)	100	100
Min. Driveway Spacing (ft)	75	75



EXHIBIT E
LICENSE AGREEMENT

HAYS COUNTY
LICENSE AGREEMENT

HAYS COUNTY, a political subdivision of the State of Texas ("COUNTY"), and _____, a _____ ("Licensee"), enter into this License Agreement ("Agreement") on this the ____ day of _____, 20____, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

The COUNTY grants to Licensee and its successors and assigns permission to use the licensed property for the following purposes only:

Installation, construction, maintenance, repair and operation of signage, landscaping improvements, irrigation, lighting, sidewalks, trails, and any related improvements and facilities (collectively, the "Improvements").

The licensed property is further described in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes (the "licensed property").

The COUNTY makes this grant solely to the extent of its right, title, and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed, unless modified by that certain Subdivision Agreement dated _____, _____, 2021, by and between the COUNTY and Continental Homes of Texas, L.P.

II. ANNUAL FEE

The COUNTY, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the licensed property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the COUNTY to widen, alter or improve the licensed property subject to this Agreement pursuant to official action by the governing body of the COUNTY or its successors.

The COUNTY does, however, agree to give Licensee at least ninety (90) days' written notice of such action and shall cooperate with Licensee to effect the relocation of Licensee's Improvements, if necessary, in the event of such widening, altering or improvement of such licensed property and, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of such licensed property so that Licensee's operations and Improvements on the licensed property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the COUNTY retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to remove any of the improvements whenever such removal is deemed reasonably necessary for: (a) exercising the COUNTY'S rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the licensed property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the COUNTY and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, and employees relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the COUNTY on or before the date Licensee begins construction of Licensee's Improvements contemplated in this Agreement.

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

V. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or relocation of facilities existing as of the date of this Agreement. Further, Licensee shall reimburse the COUNTY for the actual cost of replacing or repairing any property of the COUNTY which is damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall cause the licensed property to be maintained by keeping the area free of debris and litter. Removal of dead or dying plants is to be handled by Licensee at no expense to the COUNTY, as required by the COUNTY; such removal shall be completed within ninety (90) days following receipt of a written request by the COUNTY to do so.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced shall be at Licensee's expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the COUNTY shall give Licensee written

notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have ninety (90) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not satisfactorily remedy the same within the 90-day period, the COUNTY may perform the work or contract for the completion of the work. Licensee agrees to pay, within ninety (90) days of written demand by the COUNTY, actual costs and expenses incurred by the COUNTY in completing the work.

VI. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin with the date set forth in the introductory paragraph of this Agreement and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following ninety (90) days' written notice to the Licensee if such abandonment has not been remedied by Licensee within such period; the COUNTY shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter on the licensed property so abandoned and terminate the rights of Licensee, its successors and assigns hereunder, with respect to the abandoned licensed property. All installations of Licensee on licensed property abandoned by Licensee and not removed prior to the COUNTY's termination of this Agreement shall be deemed property of the COUNTY as of the effective date of the termination.

VII. TERMINATION

A. Termination By Licensee. This Agreement may be terminated by Licensee as to all or any portion of the licensed property by delivering written notice of termination to the COUNTY not later than ninety (90) days before the effective date of termination. If Licensee so terminates, then it may, within the 90-day notice period, remove from the portion of the licensed property as to which this Agreement is being terminated, installations that it made. Any installations on the licensed property as to which this Agreement is being terminated that are not removed within said period are agreed to be the property of the COUNTY.

B. Termination By County. This Agreement may be revoked in whole or in part, at any time by resolution of the Hays County Commissioners Court if such revocation is reasonably required by the public interest as specifically set forth below, after providing ninety (90) days' written notice to the Licensee.

Subject to such prior written notification and Licensee's, or its successors'-in-interest, right to cure, this Agreement is revocable by the COUNTY and deemed to be in the public interest if:

1. the licensed improvements, or a portion of them, interfere with the COUNTY'S right-of-way;
2. use of the licensed property becomes necessary for a public purpose;
3. the licensed improvements, or a portion of them, constitute a danger to the public that the COUNTY deems not to be remediable by alteration or maintenance of such improvements;

4. despite ninety (90) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the COUNTY receives no substantive response within ninety (90) days following written notification to Licensee, then the COUNTY may remove and/or replace all licensed improvements.

VIII. APPLICATION OF LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

IX. VENUE AND WAIVER

Venue for all lawsuits concerning this Agreement will be in Hays County, Texas. To the extent allowed by Texas law, the COUNTY waives its immunity to suit and liability for enforcement of this Agreement.

X. COVENANT RUNNING WITH LAND: WAIVER OF DEFAULT

This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

XI. ASSIGNMENT

Licensee shall not assign, sublet or transfer its interest in this Agreement, except to a developer, subsequent purchaser or a governmental entity, without the written consent of the COUNTY, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the COUNTY a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

XIII. NOTICES

All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Licensee At:

And to COUNTY at:

With copies to:

or to such other addresses which either party may so designate by sending notice as aforesaid.

[Signature Pages Follow]

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____, 20__.

APPROVED AS TO FORM:

HAYS COUNTY

County Attorney

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this the _____ day of _____,
20__, by _____, as _____,
of **HAYS COUNTY**, a political subdivision of the state of Texas on behalf of said political subdivision.

NOTARY PUBLIC, State of Texas

LICENSEE:

ADD NAME OF LICENSEE

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 20____, by _____, _____, on behalf of Licensee.

NOTARY PUBLIC, State of Texas

EXHIBIT A

Legal Description of Licensed Property

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 a resolution of the Hays County Commissioners Court Supporting the Order to Approve Online Education for County Commissioners.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 4, 2022	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Commissioner Ingalsbe	INGALSBE	N/A

SUMMARY

County Commissioners: Section 81.0025(a), Local Government Code requires that a county commissioner complete at least 16 hours of continuing education in each 12-month period. With a few exceptions, this education has been required to be obtained in a classroom setting since 1989. Because of the COVID-19 disaster, Governor Abbott suspended the classroom requirement to allow interactive distance-learning instruction on July 28, 2020. Since that date, the CJCAT Commissioners Education Committee has certified qualified online instruction under the authority of that suspension.

However, during the Regular Session, the legislature amended Section 81.0025(b), Local Government Code to add the following language: "The instruction may be completed online with the approval of the commissioners court, except that a county commissioner must complete the instruction in person in the first 12-month period of the commissioner's first term." This new provision has not been suspended by the Governor. If Hays County Commissioners intend to obtain all of their education by in-person attendance, no action is necessary. However, if Hays County Commissioners Court wishes to authorize online continuing education for its commissioners, this resolution will need to be adopted and a copy sent to Jim Allison, General Counsel, County Judges and Commissioners Association of Texas, otherwise, CJCAT will not be able to certify online education for Hays County Commissioners. Also, note that a commissioner in the first year of service must complete at least 16 hours of in-person instruction.



**A Resolution of the Hays County Commissioners Court
Supporting the Order to Approve Online Education for County Commissioners**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Section 81.0025(b), Local Government Code, as amended by the 86th Legislature, authorizes online instruction for commissioners continuing education with the approval of the commissioners court, except for a county commissioner in the first 12-month period of the commissioner's first term; and

WHEREAS, the Commissioners Court of Hays County, Texas wishes to authorize online instruction of commissioners continuing education as permitted by the statute;

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court of Hays County, Texas approves and authorizes online instruction for the continuing education of county commissioners, except for a county commissioner in the first 12-month period of the commissioner's first term; and

BE IT FURTHER RESOLVED that a copy of this Order shall be submitted to the Commissioners Education Committee of the County Judges and Commissioners Association of Texas.

RESOLVED, ORDERED, AND DECLARED this 4th day of January 2022.

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

Discussion and possible authorization for the purchase of Emocha Mobile Health Inc. Directly Observed Therapy (DOT) Software in the amount of \$8,100.00 that will be used for the Health Department TB program and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	January 4, 2022	\$8,100

LINE ITEM NUMBER

120-675-99-022.5429
120-675-99-087.5429

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

Our Local Health Department | TB Program would like to purchase Directly Observed Therapy (DOT) Software to be used for our TB program. This software will allow for more direct access to patients for the oversight of medications and will allow patients greater access to our TB staff. Funding for this software has been approved through the State and Federal TB grants and the purchase under the grant has been approved by DSHS. Emocha is the sole supplier of this software and owns exclusive rights to this DOT software, therefore a waiver to the purchasing policy requiring three quotes.

Attached:

Emocha Quote
Emocha Mobile Health Sole Source Justification Letter
Back up documentation of case studies from other Counties

Budget Amendment:

Decrease: 120-675-99-022.5021 (\$4,303)
Increase: 120-675-99-022.5429 \$4,303
Decrease: 120-675-99-087.5021 (\$3,797)
Increase: 120-675-99-087.5429 \$3,797



QUOTE

Hays County Health Department
401-A Broadway
SAN MARCOS TX 78666

Date
Dec 6, 2021

Expiry
Dec 31, 2021

Quote Number
QT-1533

Reference
2 users

emocha Mobile Health
Inc.
916 North Charles Street,
Suite 200
Baltimore, MD 21201
UNITED STATES

emocha video DOT for Hays County

This quote represents the TOTAL ANNUAL cost of emocha video DOT for 2 Users to manage an unlimited number of TB patients. Additional User licenses can be added for \$300 per User license per month. Each User has access to the emocha web interface and the emocha Care Team Application. emocha's live-stream (synchronous) video DOT module can be added for an additional \$10/user license/month. A 2% discount will be applied if paid annually in advance. The \$900 implementation is a one-time payment.

Description	Quantity	Unit Price	Tax	Amount USD
SINGLE WEB USER MONTHLY SUBSCRIPTION. Enables healthcare provider to manage patient reported data using the emocha web interface. Includes HIPAA-compliant cloud hosting, maintenance, and support. (2 Users x 12 months)	24.00	300.00	Tax Exempt	7,200.00
Monthly Subscription package of UNLIMITED Patient licenses (Clients). Patients use emocha to securely and conveniently report medication side effects and fulfill Directly Observed Therapy (DOT) requirements. Includes HIPAA-compliant cloud hosting, maintenance, and support.	1.00	0.00		0.00
video DOT IMPLEMENTATION Training and implementation for emocha system Web Users, as well as assistance with initial deployment of smartphone application to patients.	1.00	900.00	Tax Exempt	900.00
Subtotal				8,100.00
TOTAL USD				8,100.00

Terms

Quote subject to emocha Standard Legal Terms and License available at <https://www.emocha.com/standard-legal-terms>

For Electronic Funds Transfer please send to:

Signature Bank

Bank Routing Number: [REDACTED]

Account Number: [REDACTED]

Account Name: emocha Mobile Health Inc.

terms pursuant to Hays County Standard
Terms and Conditions for Purchasing



emocha Mobile Health Inc. (emocha)

Sole Source Justification

May 2021

Sole Supplier of Software: emocha's technology is proprietary and emocha owns exclusive rights to all intellectual property associated with the video Directly Observed Therapy software. This includes patents, trademarks, and know-how licensed exclusively from Johns Hopkins University. No other entity can resell, provide licenses to, or maintain and support the emocha software.

emocha vs Other Asynchronous technology

In comparison to other asynchronous technologies, emocha offers a much broader range of features and applications. The application is available on Android, iOS, and tablet devices and the entire application, inclusive of side effects, is available in 22 languages to cater to foreign-born populations. Providers can also customize the list of side effects they want to capture and set up SMS and/or email alerts for critical events. emocha's customizable notifications can also send daily medication reminders and provider reports. The platform is disease-agnostic and has been used to monitor HIV, HIV prevention, HCV, MDR-TB, LTBI, opioid use disorder, maternal health, diabetes, and symptoms of highly-infectious diseases such as Ebola. emocha also offers a comprehensive Communications Module, which allows HIPAA-compliant messaging in various formats between health departments and patients.

emocha vs Live Stream Video Only

emocha's platform includes a native mobile application that functions using "store and forward" methodology. This is different from a live-stream video connection. The platform consists of a patient-facing mobile application, provider-facing web portal, and provider-facing mobile application. emocha is asynchronous, which means patients and providers complete their parts of DOT on their own schedule. The patient can take their medication at any time of day, outside of regular business hours if needed, or on weekends, and the provider can review the video anytime thereafter. This allows patients to sleep off common, negative side effects such as nausea if they prefer to take their medication at night or cannot meet in-person DOT scheduling requirements. Unlike live video, a strong internet connection and/or cellular data is not needed for asynchronous video DOT. With asynchronous video DOT, the patient can record videos while offline and securely upload them once connected to data or WiFi. Videos are date and time stamped for when patients actually record videos, even if they don't access connectivity for several days or are in different geographic areas from the health department. This functionality is crucial for rural settings that usually have limited connectivity options, and it also allows patients to continue their regimen while traveling. For these reasons, emocha offers advantages



to live stream services, many of which are not HIPAA-secure. Note, emocha also offers a HIPAA-compliant live-Stream module to further enhance it's leading asynchronous capabilities.

Ability to add other emocha Applications for Outbreak monitoring and Linkage to Care

emocha facilitates more than video DOT: it is a population management solution that allows providers to analyze data and trends on a patient and population-levels. Furthermore, video DOT is just one application on the emocha platform with other applications, such as Outbreak Symptoms Monitoring (OSM) and Linkage to Care modules, are able to be deployed rapidly. The outbreak symptoms monitoring application has been used to monitor members of the public and healthcare workers who have been exposed to highly infectious diseases such as Measles, MERS, Avian Flu, COVID-19, and Ebola. Existing emocha customers have extended their video DOT monitoring to include Measles, diabetes, and COVID-19 symptoms monitoring in addition to TB.

Unique Provider-Facing Modules

Care Team Application: a one-of-a-kind companion mobile application to enhance in-person DOT and harmonize data captured across various DOT modalities, such as in the field, in the clinic, or over livestream video. This healthcare worker-facing app allows users to view patient information (like medication regimen, adherence, and date of birth), asynchronously log DOT visits, call or message patients, and get directions to their home address or wherever the DOT takes place. This information is also available to view in real-time on the emocha web portal as work happens in the field. The application can be used in the field without any web or data connectivity.

Synchronous (“live stream”) Video DOT: emocha is the only video DOT platform that offers both synchronous and asynchronous vDOT options. Now, through the same vDOT platform, care team members at health departments have the option to engage patients using HIPAA-compliant live-stream, in addition to asynchronous communications. emocha will provide one full year at no additional cost to the System Agency.

Appointments: One of emocha's features includes the ability to schedule appointments with patients, directly through the platform. Both patients and care team users receive notifications. emocha will provide this at no additional cost to the System Agency.

Video Back: emocha is the only company that enables care team members to send patients back videos of themselves, offering guidance on adherence-related challenges or motivational messages. emocha will provide this at no additional cost to the System Agency.



Medication-Specific Adherence: care team can confirm adherence of each dose of medication on a patient's submission and see analytics at the medication level. Each medication is assessed separately so that adherence rates are medication specific. At the same time, emocha allows a dose counter to calculate number of doses administered, independent of the medication-specific counter.

Recording Dosing History: a history of the patient's medication regimens and dosing is available on the interface and patients are able to see their medication dosing on the mobile application before they submit a video.

Report Generation: ability to create regular, real-time customizable data exports at patient and population levels (.csv and/or .pdf).

Analytics: ability to visualize data at both population and patient-specific levels.

Platform Modularity: additional features, such as HIPAA-secure in app chat, outbreak monitoring, and linkage to care modules are available to be added if needed to the same platform.

Multi-disease Use: proven previous experience with monitoring patients with diseases including but not limited to monitoring for TB, HIV (for ART and PrEP), HCV, MDR-TB.

24-hour Support Portal: providers and patients are able to access a secure online portal to report any technical issues, access information on frequently asked questions, and access step-by-step training videos on each part of the platform.

Pause a Patient: should a patient need to stop taking his/her medication while dosing adjustments are made, emocha has the unique ability to retroactively "pause" a patient during treatment to ensure it does not affect their adherence or progress in treatment.

Medication-by-medication adherence capture: care team users can identify adherence on a medication by medication level per anticipated daily submission.

Two-Way Secure Chat: care team users can securely text with patients from the web interface to the patient application in a secure, HIPAA-compliant, way.

Hold Medications: providers can select to hold an entire medication regimen, or an individual medication, during the course of treatment. The action will be dated, tracked, and changes appear on the patient-facing mobile application.



Regimen Count: providers have easy visibility into the remaining days of a patient's regimen to allow for proactive adjustments to care plans.

Unique Patient-Facing Application Features

Multi-Language Support: the application language can be changed in seconds to meet the literacy needs of a patient. New languages can be added upon request. Currently 23 languages are implemented and available.

Multi-User Login Per Device: patient data is tied to a patient username, allowing for multiple patients to share a device and keep data securely stored separately.

Multiple Login Methods: patients can access the application using a username and password, 4-digit pin, face ID, or thumbprint, depending on their device.

In-app Progress Calendar: patients can view progress, adherence rate, and video submission status throughout treatment.

Configurable Medication Reminders: patient can adjust the timing and method (SMS and/or in-app notification) in which they receive medication reminders.

In-app Asynchronous Symptoms/Side Effects Reporting: as part of the submission workflow a patient can select the presence of symptoms/side effects from a configurable list. If a Selection is made the care team will receive an alert and can react accordingly. The detailed data is automatically reflected on the web interface and patient record.

Patient Password Reset Workflow: a patient has the ability to request a new security password, at their convenience, without engaging the health department.

Additional emocha Services

Electronic Medical Record Integration: emocha's technology integration team includes four engineers with over 60 years of collective EMR integration experience.

Adherence Coaching: Typically, health departments review videos submitted by patients. At times of unexpected staff shortages, emocha is able to step in and provide the service of video review by a certified health professional. Critical information is triaged back to local health departments. For the State of California, our program is overseen by a Nurse specialized in TB, who was previously employed by the State of California.



Dedicated, In-house Technology and Support Team: emocha's software engineering and support team is based on-shore and employed full time by emocha. emocha does not rely solely on offshore, independently contracted, or part-time support personnel. This allows emocha to offer immediate responses to issues which may arise during US business hours. It also allows emocha to provide long-term sustainability of its platform.

Fresno County Department of Public Health needed to expand the capacity of their limited staff to support patients during TB treatment.

Learn how emocha helped Fresno save money, reduce greenhouse gas emissions, and secure high rates of medication adherence.

the **PROBLEM**

Fresno County Department of Public Health is responsible for helping people with tuberculosis (TB) complete treatment and adhere to their medications through Directly Observed Therapy (DOT) -- the practice of watching patients take every dose of their medication. Recently, the number of active TB cases in Fresno County increased while treatment for patients with latent TB expanded, creating a need for more DOT visits. However, the county only employs three workers who must cover 5,958 square miles to observe patients in-person on a near daily

basis. This created additional challenges such as inconvenient meeting times for patients, added vehicle maintenance, and concerns about employee safety due to long travel days into rural areas. Continuing DOT in-person would have required the department to hire another DOT worker. Additional costs for salary, benefits, and a new vehicle were not in the budget.



the **SOLUTION**

Fresno County implemented emocha's video Directly Observed Therapy platform to help expand the reach of their DOT team.

Patients downloaded emocha's HIPAA-compliant video DOT application on their smartphone and video recorded themselves taking their medication. Patients without a

smartphone could borrow 1 of 4 available phones from the county to use during treatment. Fresno County's TB staff reviewed the videos, assessed adherence, and engaged with patients through emocha's secure platform.

the RESULTS

Within one year, 62 patients with active or latent TB used emocha during their TB treatment. Fresno County Department of Public Health was able to save time, reduce miles of driving, avoid carbon dioxide emissions, and eliminate costs, while helping patients adhere to their medication regimens.



41.36 metric tons of CO2 emissions avoided



\$100,531 in salary and benefit savings



\$10,196 in savings from gasoline



2,694 employee hours saved

90%

>90% adherence for clients active as of November 2017



110,234 vehicle miles saved

SOURCE: Prado, Joe. (2018, May). Use of Asynchronous Video Directly Observed Therapy to Improve the Patient Treatment Experience and Reduce Greenhouse Emissions. Poster session presented at the meeting of the National Tuberculosis Controllers Association, Palm Springs, CA.

about EMOCHA MOBILE HEALTH

emocha uses mobile technology to secure medication adherence through Directly Observed Therapy—the practice of watching patients take every dose—and is proven to secure 94 percent average adherence rates. The platform is being used by public health departments, clinical trials, hospitals, and managed care organizations to achieve high adherence rates and retain patients in care.

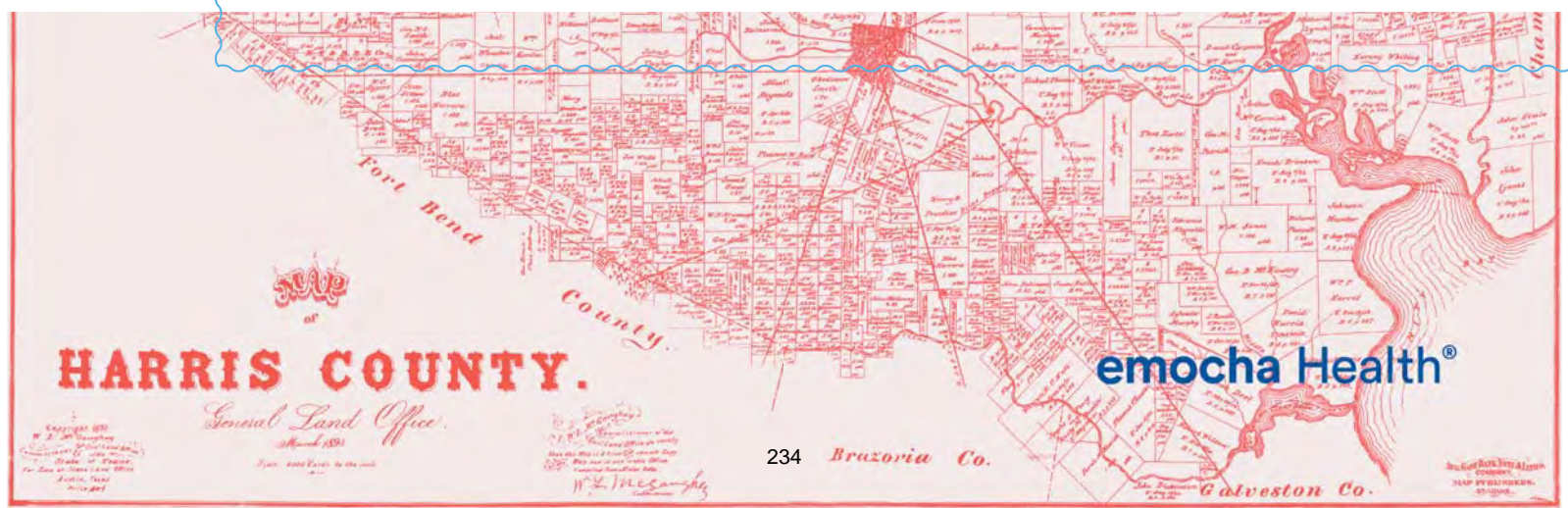
REACH OUT TO US:

Email: info@emocha.com
1812 Ashland Ave. Suite #100
Baltimore, MD 21205
www.emocha.com



Harris County, Texas reduces costs through Video Directly Observed Therapy while helping its patients with tuberculosis access care.

In order to dramatically reduce its county health department's costs and expand care to those in need, Harris County transitioned to video Directly Observed Therapy: saving approximately \$183,110 in three years.



The Purpose

In Harris County, Texas—the third most populous county in the country—the case rate of tuberculosis (TB) in 2018 was reported to be twice that of the United States and Texas. As the county health department serving Harris County, Harris County Public Health (HCPH) is the designated organization responsible for TB control and surveillance. To help

mitigate the cost and burdens of Directly Observed Therapy (DOT), the practice of watching patients take every dose of their medication

and the CDC standard of care for tuberculosis treatment, the department sought to implement an ancillary aid for active TB treatment.

The Solution

To reduce the overly burdensome costs of DOT and offer patients increased flexibility, HCPH adopted VDOT for TB disease and infection in 2014. Through the technology-enabled service, patients record videos of themselves taking medication to demonstrate adherence, and providers review patient videos, extend engagement and support, and ensure continuous efficiency and quality. The HIPAA-compliant platform allowed TB staff trained in DOT and on the emocha system to review the videos, in order to determine whether or not patients demonstrated adherence to their medications. Additionally, seeking to quantify the specific costs saved by transitioning patients from DOT to VDOT, HCPH created a financial

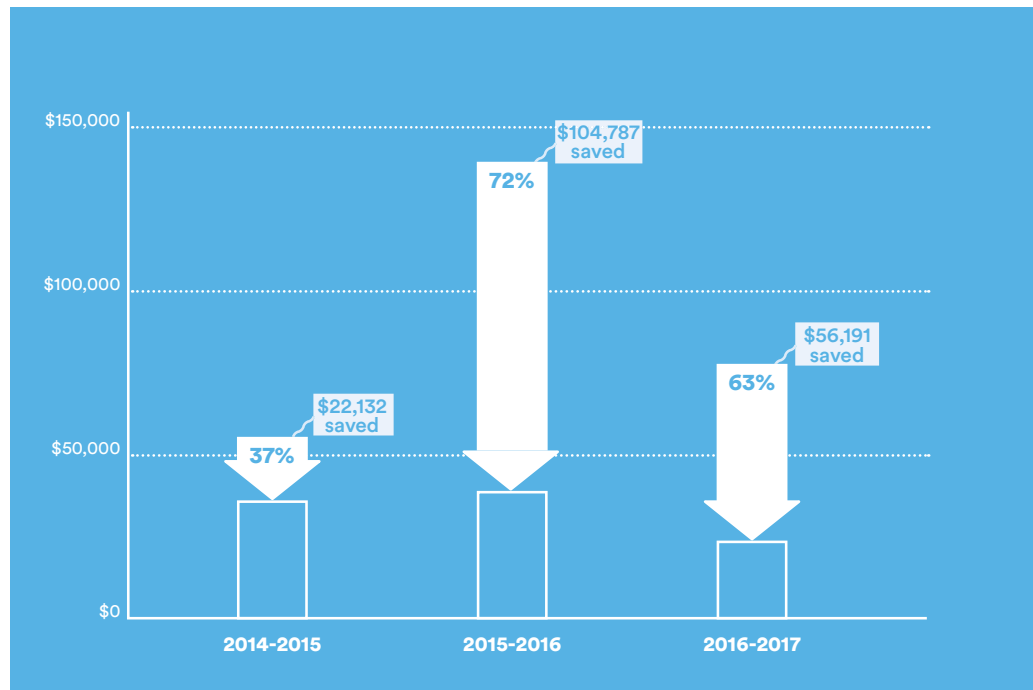


model to capture savings: calculating staff salaries, fuel and vehicle costs, and other factors that might impact workflow. HCPH has continued to leverage emocha's technology.

To date, 1247 patients have used video DOT, with 46 users from the health department, 70,000 videos submitted, and 2046 regimens.

The Results

In switching patients from the standard practice of DOT to video DOT from 2014-2015, Harris County saved approximately 37% of its theoretical programming & budgetary costs from: an amount totaling \$22,132. Within the next year, the program avoided spending \$104,787 at a total of 72% of the costs associated in providing DOT. From 2016-2017, another 63% of funding was saved at an additional \$56,191. Throughout the department's transition to video DOT, adherence rates were comparable to traditional DOT: with very small differences in medication adherence that could be addressed through technical issues of video scoring.



The enormous improvement in Harris County's cost savings confirms that asynchronous video DOT is an easily

implementable solution with substantial benefits, which include the extension of patient convenience and autonomy.

In the aftermath of a natural disaster, Harris County ensured that patients continued treatment and medication adherence.

Prior to the landfall of Hurricane Harvey, the Harris County Tuberculosis Elimination Program outreach staff delivered a month's supply of medication to patients on video DOT. Unable to physically access care due to the impact of the storm, 59 of the 61 patients on

video DOT experienced no treatment interruptions and were monitored successfully: demonstrating 97 percent medication adherence.

As published in the U.S. Centers for Disease Control and Prevention Morbidity and Mortality Weekly Report, due to the high success rate of patients that successfully managed their treatment regimens, video DOT can help ensure treatment completion "when regular treatment options have been disrupted by a major storm or other disasters."

SOURCE: Morris S, Miner M, Rodriguez T, Stancil R, Wiltz-Beckham D, Chorba T. Notes from the Field: Tuberculosis Control Activities After Hurricane Harvey — Texas, 2017. *MMWR Morb Mortal Wkly Rep* 2017;66:1362–1363. DOI: <http://dx.doi.org/10.15585/mmwr.mm6649a5External>

Rubinstein, Rebecca; Siddiqui, Sarah; Wiltz-Beckham, Dana; Fields, Kimberly; Sekhon, Vishaldeep, Sekhon; Reed, Brian C.; Pennel, Cara; Kaul, Sapna; Becker, Les; Shah, Umair A. (2018 May). *Costs Saved Using Video Directly Observed Therapy on Tuberculosis Patients*. Poster session presented at the National Tuberculosis Conference, Palm Springs, Ca.

About emocha Mobile Health

emocha uses mobile technology to secure medication adherence through Directly Observed Therapy — the practice of watching patients take every dose — and is proven to secure 94 percent average adherence rates. The platform is being used by public health departments, clinical trials, hospitals, community health centers, and managed care organizations to achieve high adherence rates and retain patients in care.

REACH OUT TO US:

Email: info@emocha.com

Website: emocha.com

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 amended and restated 1445 Agreement between the City of Dripping Springs and Hays County, related to subdivisions and platting within the Extraterritorial Jurisdiction of the City of Dripping Springs.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

January 4, 2022

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

Since Dripping Springs has implemented a subdivisions moratorium, the parties are discussing how to reconfigure the 1445 Agreement moving forward. These changes accommodate the existence of the moratorium while modifying a few other terms.

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS
FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL
JURISDICTION OF THE CITY OF DRIPPING SPRINGS**

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is

made and entered into by and between Hays County, Texas, a political subdivision of the State of Texas (hereinafter referred to as “COUNTY”), by and through its County Judge, Dr. Bert Cobb, and the City of DRIPPING SPRINGS, a municipal corporation of the State of Texas (hereinafter referred to as “CITY”), by and through its City Mayor, Bill Foulds, Jr. The City and the County are hereinafter collectively referred to as “the Parties” or “the Parties to this Agreement.”

WHEREAS, the CITY has duly identified its corporate limits and the areas of its extraterritorial jurisdiction (hereinafter referred to as “ETJ” or the “CITY’s ETJ”) within the COUNTY; and

WHEREAS, the CITY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV’T CODE Subchapter A of Chapter 212 and other statutes applicable to municipalities; and

WHEREAS, the COUNTY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV’T CODE sections 232.001-232.005 and other statutes applicable to counties; and

WHEREAS, the COUNTY and the CITY, pursuant to TEX. LOCAL GOV’T CODE Section 242.001, both enforced their subdivision regulations in the CITY’s ETJ and, in those situations where the CITY’s regulation conflicted with the COUNTY’s regulation, the more stringent provisions have prevailed; and

WHEREAS, the Texas Legislature revised TEX. LOCAL GOV’T CODE Chapter 242 to limit subdivision regulation within the ETJ to one entity (or two entities working jointly); and

WHEREAS, to the extent that the CITY’s execution of this Agreement and related agreements with other counties in other areas of the CITY’s ETJ, or the CITY’s adoption, administration or enforcement of ordinances, rules, regulations or plans in reasonable furtherance of this Agreement or the related agreements results in requirements or restrictions

that are not identical throughout the CITY's entire ETJ, the Parties jointly acknowledge that the actions of the CITY are "reasonably taken to fulfill an obligation mandated by state law" within the meaning of TEX. GOV'T CODE Section 2007.003(b)(4), and are therefore not subject to TEX. GOV'T CODE Chapter 2007; and

WHEREAS, both the COUNTY and the CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to TEX. GOV'T CODE Section 791.011(a), and as authorized by TEX. LOC. GOV'T CODE Section 242.001(c), whereby the COUNTY and the CITY shall agree upon the terms of said written agreement.

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

I. TERM OF AGREEMENT AND CERTIFICATION

- A.** The COUNTY and the CITY mutually agree that the term of this Agreement shall be from the date it is finally and duly executed by both the COUNTY and the CITY until **December 1, 2025, unless otherwise amended in writing by the Parties.** This Agreement shall automatically renew annually on the anniversary date, unless earlier terminated by mutual agreement of the Parties.
- B.** Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving thirty (30) days' written notice of intent to terminate this Agreement to the other Party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other Party at the addresses set out herein. Upon termination of this Agreement, neither Party shall have any obligations to the other Party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.
- C.** The COUNTY and the CITY mutually certify that this Agreement complies with the requirements of Texas Local Government Code, Chapter 242.

II. COUNTY RESPONSIBILITIES

- A.** The COUNTY assigns and delegates to the CITY the COUNTY's authority to approve subdivision plats within the ETJ of the CITY, pursuant to Tex. LOC. GOV'T CODE Section 242.001(d), so that the CITY has exclusive jurisdiction to regulate subdivision plats in the CITY's ETJ.

- B. The COUNTY Development Services Director shall, within 15 working days prior to the CITY'S anticipated final approval date, provide the City's staff with written recommendation for approval or disapproval of all plats for inclusion in the agenda backup prior to preliminary and final plat approval.
- C. Once the COUNTY has been informed that the CITY is entering into a moratorium, it shall ensure that all applicants in the CITY's ETJ are informed that their applications may be affected. The COUNTY may choose to do its own review of a subdivision application in the ETJ and may make approvals under its own regulations contingent upon subsequent approval by the CITY; but any application subject to a CITY moratorium may be delayed by the CITY.

III. CITY RESPONSIBILITIES

- A. The CITY shall enforce its subdivision regulations, including review and approval processes and design and construction standards, within its ETJ.
- B. The CITY shall enforce in the ETJ the following Hays County Subdivision and Development Regulations attached hereto and incorporated as Attachment "A" (Chapter 701.9, Chapter 701.16, Chapter 715.3, Chapter 721, Chapter 735.5.03 and Hays County Rules for On-site Sewage Facilities Section 10-A, D, and G). As the development regulations in Exhibit "A" are amended from time to time, the County shall provide copies of such amended regulations to the City. These amended regulations shall be incorporated into and made a part of this Agreement for all purposes and shall supersede the conflicting provisions in the attached Exhibit "A."
- C. If the CITY has existing ordinances establishing substantially similar standards for the subject areas of such COUNTY subdivision regulations, then the City may opt to apply the City ordinance in lieu of the corresponding COUNTY Subdivision Regulation. All City subdivision regulations not in conflict with Attachment "A" may be enforced. If either Party wishes to propose revisions in the future to subdivision regulations that apply in the ETJ, the Party will notify the other Party of the proposed change. The Parties will cooperate in determining the need for the change and its

effect on this Agreement, and will adopt any change agreed to by official action of their respective governing bodies.

- D.** The CITY agrees to require developers to dedicate public right-of-way pursuant to the Hays County Transportation Plan as currently revised or amended, subject to applicable constitutional and statutory limitations. For subdivisions in which it appears to the CITY that a requirement for dedication of right-of-way pursuant to such Transportation Plan may exceed an applicable constitutional or statutory limitation, the CITY will notify the COUNTY, and the parties will cooperate to determine the extent of right-of-way dedication to be required, or an alternative method of securing the needed

right-of-way. When enforcing subdivision regulations in the City's ETJ, the City shall facilitate the County's road maintenance program by requiring a road standard no less than the standards set out in Attachment "A."

- E.** The COUNTY expressly delegates to the CITY the authority to require the preparation of a subdivision plat for the division of any property into two or more lots as required in TEX. LOCAL GOV'T CODE section 232.001, including lots larger than five acres.
- F.** The CITY shall deliver six copies of all plat submittals to the COUNTY for review, within five working days from the date of receipt. The CITY shall require applicants make a check payable to Hays County Treasurer for any applicable review fees for each project.
- G.** The COUNTY staff shall do a completeness check and notify the CITY of completeness of the submittal.
- H.** The COUNTY shall provide the CITY with written comments regarding subdivision plats within five working days from the date of receipt by the COUNTY, and written comments regarding construction plans within ten days from the date of receipt.
- I.** The CITY shall include written recommendation from COUNTY Development Services Director in agenda backup for preliminary and final plat approval.
- J.** The CITY shall require a signature block for the current COUNTY Development Services Department Director authorizing the filing of the plat under this agreement.
- K.** The CITY shall deliver two copies of all recorded plats for subdivisions within the

CITY's ETJ to the COUNTY within five working days of the recording of the subdivision plat.

- L.** The CITY shall also provide to the COUNTY a digital file of each subdivision plat compliant with the currently adopted Hays County Digital Data Submission Standards.
- M.** The CITY shall confer and come to agreement with the Hays County 911 Addressing Division concerning street names prior to final plat approval.
- N.** The CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ and the CITY shall timely submit copies of all road design materials and road construction test results to the COUNTY during road construction. COUNTY inspectors shall have inspection and approval authority over the road construction, stormwater drainage construction, and water and wastewater facility construction within the right- of-way and easements The COUNTY may request that the CITY issue a stop- work notice if, in the COUNTY'S opinion, applicable construction standards are not being met.
- O.** Prior to acceptance of new streets or other improvements in a subdivision, the CITY shall require of the applicant/developer a Certificate of Deposit, a Letter of Credit, or a warranty or cash bond as required by the Subdivision and Development Regulations of Hays County, payable to Hays County, which shall be binding and in effect for two (2) years from the date of acceptance of the streets and improvements. The CITY shall require the applicant/developer

to be responsible for maintenance of the streets and improvements as also required by the Hay County Subdivision and Development Regulations. The CITY may also require the applicant/developer to post a utility bond or other improvements bond, payable to the CITY, if required by the subdivision regulations of the CITY.
- P.** The CITY shall collect and forward to the COUNTY all COUNTY subdivision fees as presently authorized or amended by the COUNTY, for services to be performed by the COUNTY. The CITY shall have the right to charge applicants/developers reasonable fees, sufficient to cover the full cost of services provided by the CITY under this Agreement and otherwise in the administration of regulations that apply to subdivisions in the CITY's ETJ. In addition to the City's fees and in consideration

of the County's performance under this Agreement, the City shall collect a ~~\$320~~\$370.00 per-lot fee for every subdivision subject to this Agreement. Subject to other taxes, fees, fines and penalties permitted by law, said ~~\$320~~\$370.00 per-lot fee shall be forwarded to the County and shall constitute full and complete compensation for County services under this Agreement.

- Q.** If a fee, Certificate of Deposit, Letter of Credit, warranty or bond is to be forwarded to Hays County in accordance with this Agreement, the City shall promptly forward the fee, Certificate of Deposit, Letter of Credit, warranty or bond to ~~Ms. Roxie Botkin~~ Mr. Marcus Pacheco (or his successor), Hays County Development Services Department, P.O. Box 1006 , San Marcos, Texas 78667-1006. Physical address 2171 Yarrington Road.
- R.** The CITY agrees to collaborate with the COUNTY regarding the interpretation of any rule or regulation delegated by the COUNTY under this agreement. Such collaboration may result in the granting of a variance on a case-by-case basis. However, the CITY shall not grant a variance to a COUNTY regulation without the consent of the COUNTY. For the purposes of this agreement, consent shall be included in the written recommendation by the COUNTY Development Services Director as required by COUNTY responsibilities defined in this agreement.
- S.** As an attachment to this Agreement, the CITY shall provide a current map and digital drawing file defining the legal boundaries of its corporate limits and areas of ETJ. The CITY shall notify the COUNTY of any changes to the CITY's ETJ within 10 days of the effective date of the change and provide an updated digital drawing file. Notice shall be provided by letter according to Section IV. C, below. A change in the area covered by this Agreement shall not, however, affect any rights accrued under TEX. LOCAL GOV'T CODE Chapter 245 prior to the effective date of the change.
- T.** As a part of the submittal documents the CITY shall require the applicant submit for review by the COUNTY facility planning reports supporting the proposed subdivision as required in 30 TAC Chapter 285.
- U.** If the CITY is considering any type of moratorium that would affect review of subdivisions in the ETJ, the CITY shall inform the COUNTY at or before submitting

[notice to the newspaper as required by law.](#)

IV. GENERAL PROVISIONS

A. General Administration: Administering this Agreement and the contact person for the COUNTY shall be the Hays County Director of Development Services, or his/her representative. Administering this Agreement and the contact person and representative for the CITY shall be the CITY Planning Director, or in the alternative the Deputy City Administrator.

B. Alteration, Amendment or Modification: This Agreement may not be altered, amended, or modified except in a subsequent writing signed by all Parties to this Agreement. No official, agent, employee, or representative of either the COUNTY or the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Hays County Commissioners Court or the CITY.

C. Notice: All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

- (a) Notices sent pursuant to this Agreement shall be sent to the Hays County Subdivision Coordinator's Office at the following address:

~~Msr. Roxie McInnis~~[Marcus Pacheco](#) (or ~~her~~
[his](#) successors) Hays County

Development Services,
P.O. Box 1006
San Marcos, Texas 78667-1006

- (b) Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

Mr. ~~Todd Purell~~[Bill Foulds, Jr.](#) (or his
successor) City Mayor

City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620

- (c) To be effective, a copy of any notices sent to the COUNTY shall be sent to the Special Counsel's Office at the following address:

Mark Driscoll Kennedy (or his successor)
A.D.A. -- Chief -- Civil Division
Hays County, Texas
111 E. San Antonio, Suite 204 San
Marcos, TX 78666

- (d) To be effective, a copy of any notice sent to the CITY shall be sent to the CITY Attorney at the following address:

Laura Mueller
City Attorney of Dripping Springs 511
Mercer Street
Dripping Springs, Texas 78620

- (e) When notices sent pursuant to this Agreement are mailed by registered or certified mail, delivery of notice shall be deemed effective three (3) working days after deposit in a U.S. mail box or at a U.S. post office.

D. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

E. Breach: The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either Party shall be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other Party.

F. Non-Waiver: The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either Party to

constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

G. Entire Agreement; Third Parties: This Agreement constitutes the entire agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

H. Terms used in Document: As used in this document, the terms “Interlocal Cooperation Agreement”, “Interlocal Agreement”, “Agreement”, and “Contract” are synonymous.

I. Non-Defined Terms: If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning as defined by common usage.

EXECUTED THIS _____ day of _____, 2014.

HAYS COUNTY

By: _____

HONORABLE JUDGE ~~BERT COBB, M.D.~~ Ruben Becerra

HAYS COUNTY JUDGE

ATTEST:

DATE: _____

Elaine Cárdenas ~~LIZ Q. GONZALEZ~~, HAYS COUNTY CLERK

EXECUTED THIS _____ day of _____, 2014.

CITY OF DRIPPING SPRINGS

By: BILL FOULDS, JR., MAYOR

ATTEST:

ANDREA CUNNINGHAM, CITY SECRETARY

DATE: _____

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ATTACHMENT "A"

CHAPTER 701 - DEVELOPMENT REGULATIONS IN GENERAL

Sub-Chapter 9 - General Public Notice Requirements

§9.01. Communication with Precinct Commissioner

Where individual Chapters of these Regulations require communication or contact with the Precinct Commissioner, the Applicant or the Applicant's authorized agent is required to contact the Commissioner(s) in whose precinct(s) the proposed development is located prior to the submission of the Application. This contact or communication shall consist of either written communication or a personal visit by the Applicant or the Applicant's authorized agent. The Commissioner shall establish and make available to the public a copy of contact procedures for this purpose. Commissioners may delegate contact and communication responsibilities to one or more members of their staff. If the Commissioner requests a personal visit in response to receiving written communication, the Applicant or the Applicant's authorized agent shall arrange a personal visit with the Commissioner or the Commissioner's designee at a mutually agreeable time and place. The purpose of this personal visit shall be for the Applicant to inform the Commissioner about the project and for the Commissioner to present to the Applicant any constraints or concerns associated with the project. Documentation of contact or communication with the Commissioner, including the personal visit, if requested, shall be furnished to the County in conjunction with an Application.

§9.02. Notice Required

Where individual Chapters of these Regulations require notice, the Applicant is responsible for accomplishing such notice regarding the Application or any action thereon, including any costs associated with such notice. Where the requirements of state or federal law dictate that the County actually accomplish such notice associated with an Application or any action thereon, the Applicant shall be responsible for the payment of fees and charges established by the Commissioners Court to cover the cost of such notice.

§9.03. Documentation

Where individual Chapters of these Regulations require notice, the Applicant is responsible for furnishing documentation to the County confirming that such notice was accomplished. Specific documentation requirements shall be established by the Department for each type of notice required under these Regulations.

§9.04. Posted Notice

Where individual Chapters of these Regulations require posted notice, the Applicant shall be required to notify the public upon the determination by the Department that an Application for a Development Authorization is Administratively Complete. This notice shall be accomplished through posting signs at the Subject Property. Where Posted Notice is required, no exemptions from these requirements shall be allowed. The following requirements apply to Posted Notice, where required:

- (A) Within two (2) working days of receipt of notice from the Department that an Application filed with the County has been determined to be Administratively Complete, the Applicant shall install public notice signs on the Subject Property. Signs shall remain in place on the Subject Property until a final decision is rendered on the Application by the

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Commissioners Court or until such time as the Application is withdrawn, if the application is withdrawn.

- (B) Signs shall be placed within twenty (20) feet of all property boundaries fronting on a public roadway. Where the length of the boundary fronting on a public roadway exceeds one thousand feet, the signs shall be spaced no further than one-thousand feet apart. At least one sign shall be placed along each public roadway fronting the property. The Applicant shall ensure that the view of the signs is not obstructed by objects on the Subject Property and that the signs are placed where there is an unobstructed view of the signs from the public roadway. Signs are not required to be placed along property boundaries that do not front on a public roadway.
- (C) The signs shall contain the specific text required by the individual Chapter that includes the posted notice requirement. The Department shall develop and make available to the public standard language to be used for each type of posted notice required under these Regulations.
- (D) The signs shall be a minimum size of four feet by four feet, with the bottom of the sign placed at least two feet above ground level. The background of the sign shall be white. The heading on the sign shall be red letters at least three inches high, with the remaining text black letters at least 1-1/2 inches high. The sign shall also contain the reference number that is used by the Department to track the Application for which the posted notice is required. The Department shall develop and make available to the public specific signage criteria and shall make available examples of signs for each type of posted notice required under these Regulations.
- (E) The signs shall be constructed of materials that are sufficiently durable to ensure the sign remains in place and legible during the entire period that posting is required.
- (F) The Department may also, utilizing any procurement process authorized under State law, designate one or more approved vendors from whom Applicants may purchase signage to comply with these Regulations.
- (G) Signs may also be supplied by Applicants. The Department is authorized to require review by the Department of any signs supplied by the Applicant. The Department may require that such signs supplied by the Applicant be replaced, at the Applicant's expense, if the Department determines that the signs supplied by the Applicant do not strictly conform to the requirements of these Regulations and published Department criteria.
- (H) It shall be the responsibility of the Applicant to submit documentation to the Department that the signs have been properly installed and to periodically check sign locations to verify that signs remain in place and have not been vandalized or removed. The Applicant shall immediately notify the County of any missing or defective signs. It is unlawful for a person to alter any notification sign or to remove it while the case is pending; however, any removal or alteration that is beyond the control of the Applicant shall not constitute a failure to meet notification requirements. If signs are removed, damaged or become illegible, the Applicant shall replace the signs within three (3) working days.

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§9.05. Written Notice for Political Subdivisions and Contiguous Properties

Where individual Chapters of these Regulations require written notice, the Applicant shall be required to notify affected political subdivisions and the owners of Contiguous Properties through written notice. The following provisions apply to Written Notice, where required:

- (A) The written notice must include a map clearly showing the boundaries and general location of the proposed development and major roadways in the vicinity.
- (B) The written notice must include a general description of the nature of the proposed development, including identification of the Applicant and the Permittee and a general description of the nature of the activities for which approval is being requested.
- (C) The written notice must also include any additional information required by the individual Chapter that includes the written notice requirement.
- (D) The Applicant shall forward copies of any written notice to any other parties to the application, including the Permittee and/or the owners of the Subject Property.

§9.06. Identification of Affected Political Subdivisions

Where written notice is required to be submitted to an affected political subdivision, as part of its technical review of a completed application the Department shall identify all political subdivisions affected by the Application for which it has available records. The list of affected political subdivisions shall at a minimum include any political subdivision within whose boundaries the Subject Property is located. If the Subject Property is not located within the boundaries of an emergency services or management district, a school district, a water utility district, or a wastewater utility district, the nearest such district shall be included in the list of affected political subdivisions. The address for notice purposes for each affected political subdivision shall be the address furnished by the Department to the Applicant.

§9.07. Identification of Contiguous Property Owners

Where written notice is required to be submitted to owners of Contiguous Property, the applicant shall identify all owners of Contiguous Property that are not parties to the Application. The identified owners for the Contiguous Properties shall be those owners on file with the Hays Central Appraisal District (HCAD) within thirty (30) days prior to the date the Application is filed. The address of the identified owners for notice purposes shall be the address on file with the HCAD.

§9.08. Delivery of Written Notice

The following requirements apply to the delivery of Written Notice, where required:

- (A) The person may deliver the written notice in person, by express courier or by depositing the notice with the United States Postal Service (USPS), postage paid. Personal delivery and delivery by express courier shall be confirmed by a written acknowledgement of receipt by the party to whom the written notice was delivered or their authorized agent. Mailed notice deposited with the USPS shall be sent certified with return receipt requested. Mailed notice may be confirmed by the receipt returned by the USPS. In instances where the person to receive Written Notice has requested that the person making the Written Notice submit such Written Notice via electronic media, the person making such Written Notice may deliver that notice via electronic media. All instances

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of Written Notice delivered via electronic media must be confirmed in writing or by receipt of an affirmative reply from the recipient via electronic media. Nothing in this section shall be construed to require the issuance of Written Notice via electronic media.

- (B) Where written notice is required to affected political subdivisions, within ten (10) working days of receipt of notice from the Department that the Application has been determined to be Administratively Complete and the Department's providing the Applicant with a list of affected political subdivisions, the Applicant shall provide written notice of the proposed development to each of the affected political subdivisions.
- (C) Where written notice is required to owners of Contiguous Properties, within ten (10) working days of the filing of the application, the Applicant shall provide written notice of the Application to each of the owners of Contiguous Property that are not parties to the Application.
- (D) Within ten days of providing such written notice under these Regulations, the Applicant shall provide copies of the notification and proof of notice delivery to the Department.

§9.09. Published Notice

Unless otherwise required under individual chapters, where published notice is required, it shall be accomplished in a newspaper of general circulation in the County at least two (2) times. For published notice of Applications, such notice shall be published within thirty (30) calendar days of filing the Application. For published notice of the consideration of action on any aspect of an Application, such notice shall be published during the period beginning on the 30th calendar day and ending on the 7th calendar day prior to such consideration. To document publication of the required notice, the person having such notice published shall submit an original, signed publisher's affidavit demonstrating actual publication.

§9.10. Review of Public Notice by the County

The County may review any and all procedures used by the Applicant or others to accomplish public notice under these Regulations. The County shall require additional public notice for any public notice deemed by the County as not in compliance with these Regulations. The County may suspend the processing of any application for which the County determines that public notice was not accomplished in substantial compliance with these Regulations. The Applicant or Permittee shall be responsible for the costs of such additional public notice required as a result of failing to publish notice in substantial compliance with these Regulations.

§9.11. Additional Public Notice by the County

Where these regulations require notice, the County may accomplish additional public notice of any Application or pending action on such Application using whatever means it may deem appropriate and as required by federal, state or local law. Any such costs for this additional public notice shall be the responsibility of the County. Additional public notice by the County may include, but is not limited to, posting notice on the Commissioners Court agenda, posting notice in conjunction with other posted notices at County facilities, posting on any electronic medium maintained or used by the County, or inclusion of such notice in any announcement or communication performed by the County. Except where required by law, such additional public notice by the County will be at the discretion of the Commissioners Court. The Department shall also distribute all written and published public notice required under these Regulations to those

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persons on the Department maintained public distribution list in accordance with Subchapter 10 of this Chapter.

Sub-Chapter 16 - Coordination with "911" Addressing System

This subchapter shall govern the coordination required with the "911" Addressing System prior to issuance of a Development Authorization by the County.

§16.01. Communication with County "911" Coordinator

Prior to submitting an Application, the Applicant or the Applicant's authorized agent is required to contact the County "911" Coordinator to confirm the suitability of the naming and designation of proposed roadways and to establish procedures for identifying the "911" addresses for the subdivision. Applications for subdivisions must confirm the suitability of the name and designations in conjunction with the Preliminary Plan.

§16.02. Additional Coordination

The County "911" Coordinator may require the Applicant to coordinate "911" addressing information with the Hays County Sheriff, municipal police and fire departments, emergency services districts (ESDs) and any other emergency response agencies authorized to operate in the County whose response might be requested during an emergency.

§16.03. Approval Required

Prior to the issuance of a Development Authorization by the County, the Applicant shall submit evidence of approval by the County "911" Coordinator for the following:

- (A) The proposed names or designations for new roadways, shared access easements or shared access driveways associated with any Application to the County for a Development Authorization. The County "911" Coordinator is hereby authorized to withhold approval of names or designations that the coordinator determines are very similar to existing names or designations or which may otherwise contribute to confusion in names or designations in a way that may hinder emergency response.
 - (1) When names or designations are allowed to change on a continuous street, street signs must be placed in a clear and unambiguous manner, so as not to hinder emergency response.

- (B) If "911" addresses have not previously been established for the proposed development, in conjunction with the final Development Authorization, the County shall establish a "911" address for each lot or component of the development served by a Regulated Roadway, shared access easement or shared access driveway associated with that development. If the development plan includes multiple habitable structures located on the same lot (e.g. a multi-unit residential housing unit, a Manufactured Home Rental Community, a multi-unit commercial development, etc.), a "911" address shall be established for each habitable structure. The "911" addresses shall be established by the County "911" Coordinator.

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CHAPTER 715 - WATER AND WASTEWATER AVAILABILITY

Sub-Chapter 3 - Water Availability

§3.01. Applicability

The following developments are exempted from the requirements to certify water availability under these Regulations. The County encourages exempted developments to comply with these Regulations.

- (A) Exempted subdivisions as defined under §701.3.01.
- (B) Exempted Manufactured Home Rental Communities as defined under §745.2.01.
- (C) The following categories of non-exempt subdivisions are not required to demonstrate water availability, subject to the inclusion of a plat note prohibiting further non-exempt subdivision or re-subdivision for a period of five (5) years following the filing of the Final Plat:
 - (1) All non-exempt subdivisions of five (5) lots or less in which all lots average at least two (2) acres.
 - (2) All subdivisions of ten (10) lots or less in which all lots are larger than ten (10) acres.

§3.02. Items Common to All Water Availability Demonstrations

The following items shall be addressed in all water availability demonstrations prepared under these regulations, regardless of the source(s) utilized:

- (A) An estimate of the amount of water demand throughout all phases of development supported by engineering calculations based on the anticipated timetable for full build-out, including a statement describing the level of fire protection afforded to the proposed phase(s) of the development;
- (B) A statement as to whether there are plans for alternative or backup water service; if so, an identification of the alternative or backup water source;
- (C) A description of any anticipated new water facility improvements required to serve the development;
- (D) A map showing the proposed location of all water facilities throughout all phases of development as well as the proposed water service area, including any TCEQ-approved service area boundaries of a water service provider operating under a Certificate of Convenience and Necessity (CCN) within the boundaries of the proposed subdivision;
- (E) An estimated timetable for completion of all facilities; and,
- (F) Based on the information available at the time the application is submitted, the anticipated owner(s) and operator(s) of all water facilities throughout all phases of development shall be identified and included in the application.

§3.03. Notification for All Developments Utilizing Local Groundwater

This Subchapter addresses the requirements that Subdivisions and Manufactured Home Rental Communities must meet to demonstrate water availability using Local Groundwater for the purposes of obtaining a Development Authorization from the County. These Regulations do not

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include the details for requirements on the withdrawal and use of groundwater that may originate from the regulations of other entities. The public is hereby notified that portions of Hays County are within the jurisdiction of other governmental entities, including Groundwater Conservation Districts and the Edwards Aquifer Authority, which regulate the withdrawal and use of groundwater under direct authority from the State of Texas, independent from the authority of Hays County. Within their statutory authority, these other governmental entities may impose requirements in addition to those contained in these Regulations. The Department shall cause to be included in any Development Authorizations issued under these Regulations a notice that valid limitations imposed by these other authorized entities are incorporated as a special provision into the terms of the County's Development Authorization and may be enforced as such by the County. The Department shall also develop and publish requirements for incorporating into the Record Documents notice of the requirements of these other governmental entities.

Where applicable federal, state or local statutes require Applicants to submit water availability certifications to other governmental entities, the Applicant shall document compliance with these requirements. Where the Department is made aware of applicable regulations of other entities, the Department shall process any Application as requesting a variance where that Application is determined to not be in compliance with such other regulations. It is the intention of these Regulations that all Applications be processed, to the extent authorized under State law, to not conflict with Groundwater Management Area planning efforts, established sustainable yields, desired future conditions, and managed available groundwater volumes.

§3.04. Procedures for Department Coordination with the Applicable Groundwater Conservation District

For all water availability demonstrations which rely in whole or in part on Local Groundwater, the Department shall ensure that a copy of the water availability demonstration is submitted to the applicable groundwater conservation district(s) [GCD] for review and comment. Where the Applicant is required to make such a submittal under §715.3.03, the Department shall forward to the GCD within ten (10) working days of receipt, a written request for review and comment on the portion of the availability demonstration relying on Local Groundwater. Where such submittal to the GCD is not otherwise required by the Applicant, the Department shall forward the information to the GCD within ten (10) working days of receipt, with a written request for review and comment on the portion of the availability demonstration relying on Local Groundwater. If the Department has not received written comments from the GCD within fifteen (15) working days, the GCD shall be considered as having waived the opportunity for review and comment on the availability demonstration. The Department shall consider all comments received from the GCD and may request such additional information from the Applicant as the Department deems appropriate in response to these comments. The Department shall include a summary of any comments timely received from the applicable GCD in any report made to the Commissioners Court on an Application. If the County has adopted a Memorandum of Understanding (MOU) with any GCD, the Department shall follow the procedures outlined in the MOU.

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§3.05. Water Availability Demonstrations Using Individual Private Water Wells Producing Local Groundwater

In addition to the requirements outlined in §715.3.02, Applicants requesting approval to utilize one or more individual private water wells using Local Groundwater to serve the proposed development shall construct at least two wells (one test well and one monitor well). Use of existing wells will be permitted if the wells fully meet these regulations. Well analyses shall be performed by a Texas licensed professional engineer or Texas licensed professional geoscientist, qualified to perform the hydrogeological testing, geophysical well logging and aquifer pump testing. The following information shall be provided to Commissioners Court for each well tested.

- (A) Identify the hydrogeologic formation by well driller's log and approved geophysical logging methods. Provide a map and list of all known wells within 1,000 feet of the proposed subdivision boundaries (or a distance where measurable drawdown effects from the proposed subdivision well are expected). Each well is to be located by latitude and longitude.
- (B) The Certification of Groundwater Availability For Platting Form as required by the TCEQ rules on Groundwater Availability Certification for Platting at 30 Tex. Admin. Code Section 230.3. The Department shall require an applicant to submit any engineering calculations, studies or other data supporting the statements contained in the Certification of Groundwater Availability For Platting Form.

Individuals marketing the development shall provide each purchaser or renter with a statement describing the extent to which water and wastewater service will be made available, and how and when such service will be made available.

§3.06. Additional Requirements for Subdivisions Served by Individual Water Wells Producing Local Groundwater in Priority Groundwater Management Areas

Applicants requesting approval to utilize individual private water wells producing Local Groundwater to serve proposed new development in a Priority Groundwater Management Area, as that term is defined by the Texas Commission on Environmental Quality, shall be subject to the following additional requirements:

- (A) The person preparing the groundwater availability certification shall document that they obtained available information on historical water levels and known water wells from the applicable Groundwater Conservation District.
- (B) The person preparing the groundwater availability certification shall perform a walking receptor survey around the perimeter of the Subject Property to identify the visual location of apparent undocumented water wells and to visually confirm the presence of documented water wells within five hundred (500) feet of the boundaries of the subject property.
- (C) The person preparing the groundwater availability certification shall estimate the average annual recharge (per acre) in the vicinity of the Subject Property using a Groundwater Availability Model (GAM) reviewed and approved by the Texas Water Development Board.

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- (D) The person preparing the groundwater availability certification shall utilize the estimated annual average recharge rates (developed under §715.3.06.C) to determine the total estimated annual recharge for the footprint area of the Subject Property. The estimated annual recharge for the Subject property shall be compared to the projected annual groundwater withdrawal, to assess whether the projected withdrawal exceeds the estimated recharge. For developments where the projected withdrawal exceeds estimated recharge, the Applicant shall take one or more of the following steps:
- (3) Comply with the minimum lot size requirement of 6.00 acres, as presented in Table 705.05.01;
 - (4) Provide a supplemental demonstration of water availability based on an Other Water Supply System and prorate the minimum lot size requirement using 6.00 acres for the percentage provided by Local Groundwater and the otherwise applicable value from Table 705.05.01 for the Other Water Supply System; or,
 - (5) Subject to the requirements of §715.3.06(F), secure the future development rights for currently undeveloped property in a quantity sufficient to balance the groundwater withdrawal for the Subject Property with overall recharge from the Subject Property and other property, and provide Written Notice, as outlined in Chapter 701, to the owners of all proximate property for which a groundwater well is documented or discovered during the walking receptor survey and the owners of any other documented well within one-quarter mile of the Subject Property, that the projected groundwater use for the proposed development is being offset through the acquisition of additional property. The Department shall make available to the public standardized notice language for this purpose.
- (E) For developments where the availability of groundwater is limited to less than the flow required to support fully developed conditions, the Applicant shall include in the Water and Wastewater Service Plan the procedures to be utilized to limit groundwater withdrawal to the certified available quantity.
- (F) Property outside the Subject Property that is used for the purpose of balancing the groundwater withdrawal for the Subject Property shall comply with the following conditions:
- (6) Eligible additional property must recharge to the same aquifer zone as the Subject Property and be within the same PGMA.
 - (7) All such additional property shall be subject to a conservation easement or equivalent legal mechanism structured to prohibit in perpetuity its future subdivision or development. The easement or instrument shall be granted to the public and shall be held by the County or other non-profit legal entity recognized by the County as custodian for the County. Such easement or instrument shall be in such form and under such conditions as are acceptable to the County.
 - (8) For properties located within the jurisdiction of public entities having zoning authority, the Applicant shall provide documentation that the zoning for the additional property is "agricultural", "open space" or other equivalent zoning that allows little to no development of the additional property.

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- (9) The additional property shall either be contiguous to the Subject Property or located within five (5) miles of the Subject Property.
- (10) Additional property that is contiguous to the Subject Property may be considered as providing the same recharge as the Subject Property.
- (11) Additional property that is not contiguous but is located within five (5) miles of the Subject Property shall be considered as providing seventy five percent (75%) of the recharge provided by the Subject Property.
- (12) In instances where the Applicant proposes to secure the development rights from a property (the originating property) that is outside the jurisdiction of the County and within the jurisdiction of one or more local governmental entities, the Applicant must provide documentation of the written approval of the transfer from each such local governmental entity with jurisdiction over the originating property.

§3.07. Water Availability Demonstrations Utilizing a new TCEQ public water supply system:

In addition to the requirements outlined in §715.3.02, Applicants proposing to serve a development through a new public water supply system shall include the following information in the Water and Wastewater Service Plan:

- (A) If water service is to be provided by a municipal utility district or other special purpose district that has not been created as of the filing of the Preliminary Plan, a detailed description of the proposed district boundaries, a timetable for creation of the district, and identification of the proposed organization of the district.
- (B) Prior to the final approval of the development (e.g. the final plat or the Infrastructure Development Plan), the Applicant shall supply a letter to the Department from the water service provider certifying that they have the authority to provide water service; that there will be sufficient capacity to serve all phases of the proposed development; and that all required agreements have been executed.
- (C) Within ten (10) working days of receiving this supply letter, the Department shall notify in writing all governmental entities which the Department has record of having jurisdiction over any aspect of water supply to the proposed development requesting their comments on the letter. In instances where the water service provider does not own or otherwise control the source(s) of supply, the Department may require that the Applicant obtain supporting documentation certifying the availability of adequate supply from the actual water supply source(s) in addition to the information required to be provided by the water service provider. The Department shall include in any Development Authorization a Special Provision recognizing the requirements of any other governmental entity with established jurisdiction over the proposed development. Any disputes between the Applicant, water service provider and other governmental jurisdictions shall be heard by the Commissioners Court.
- (D) For developments within the jurisdiction of a Groundwater Conservation District that utilize groundwater in their demonstration, a formal groundwater availability analysis, in accordance with 30 TAC 230, shall be completed, along with a statement acknowledging that all applicable requirements of the GCD will be met.

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§3.08. Water Availability Demonstrations Utilizing an existing TCEQ-permitted public water supply:

If wholesale or retail water service is to be provided by an existing water utility or other existing water service provider, an applicant shall submit a written statement from the existing provider containing the following:

- (A) A description of the authority of the existing provider to serve the proposed phase of development.
- (B) A statement as to whether the existing provider has available capacity to serve the proposed phase of development, including a statement describing the level of fire protection afforded to the proposed phase(s) of the development.
- (C) A description of the type of water service to be provided (wholesale or retail) and a timetable for the providing of such service to the proposed development.
- (D) Identification of any anticipated water supply or service agreements that will need to be executed prior to the provision of service.
- (E) Prior to the final approval of the development (e.g. the final plat or the Infrastructure Development Plan), the applicant shall supply a letter to the Department from the utility provider certifying that they have the authority to provide water service; that there will be sufficient capacity to serve all phases of the proposed development; and that all required agreements have been executed.
- (F) Within ten (10) working days of receiving this supply letter, the Department shall notify in writing all governmental entities which the Department has record of having jurisdiction over any aspect of water supply to the proposed development requesting their comments on the letter. In instances where the water service provider does not own or otherwise control the source(s) of supply, the Department may require that the Applicant obtain supporting documentation certifying the availability of adequate supply from the actual water supply source(s) in addition to the information required to be provided by the water service provider. The Department shall include in any Development Authorization a Special Provision recognizing the requirements of any other governmental entity with established jurisdiction over the proposed development. Any disputes between the Applicant, water service provider and other governmental jurisdictions shall be heard by the Commissioners Court.

§3.09. Water Availability Demonstrations Utilizing Rainwater Harvesting

In addition to the requirements outlined in §715.3.02, Applicants proposing to serve a development through rainwater harvesting shall include the following information in the Water and Wastewater Service Plan:

- (A) Estimates of the water availability from rainwater harvesting shall be based upon the "The Texas Manual on Rainwater Harvesting", published by the Texas Water Development Board, or other industry standard sources acceptable to the Department.
- (B) Water demand estimates for demonstrations involving rainwater harvesting, including demonstrations utilizing multiple water sources, may not be lower than the largest value of the following:

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- (13) The maximum water usage rates for "water conserving households" identified by the American Water Works Association, "Residential End Uses of Water";
 - (14) A total of forty five (45) gallons per person per day;
 - (15) A total of one hundred fifty (150) gallons per dwelling unit per day.
- (C) The Water and Wastewater Service Plan shall include a standardized design for a rainwater harvesting system, prepared by a Texas licensed professional engineer, using design parameters applicable to the location of the Subject Property. This standardized design shall be based on a prototype representative of actual conditions anticipated to be present in the proposed development, including typical structure sizes and materials of construction. The standardized design shall include schematic plans, drawings and descriptions for the various component parts of the prototype system, and shall include any minimum requirements (e.g. minimum storage tank sizes) and appropriate adjustment factors to be used for each component to account for the range of differing sizes and configurations of structures anticipated to be present in the proposed development.
- (D) The Water and Wastewater Service Plan shall include a standardized operations and maintenance plan for a rainwater harvesting system, prepared by a Texas licensed professional engineer. This operating and maintenance plan shall be based on the prototypical design and shall describe in detail the operating and maintenance requirements for each component of the prototypical rainwater harvesting system.
- (E) The Water and Wastewater Service Plan shall clearly identify any water conservation measures and use limitations used in estimating the water demand and shall include the provisions to be utilized to ensure that the end users of the rainwater harvesting systems are aware of the need to follow these restrictions.
- (F) Where rainwater harvesting constitutes the sole source of water supply for the development, the Applicant shall incorporate sufficient restrictions (including deed restrictions and plat notes) into the development documents to ensure that subsequent owners or users of the property do not install or utilize groundwater wells, until an updated water availability demonstration is approved documenting sufficient groundwater is available.

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CHAPTER 721 - ROADWAY STANDARDS

Sub-Chapter 1 - Applicability

§1.01. Applicability

This Chapter shall govern the following items related to Regulated Roadways within the County:

- (A) The design and construction of all Regulated Roadways as defined in Chapter 701.
- (B) The minimum roadway widths and building set back lines for Regulated Roadways.

§1.02. Legal Authority

Legal Authority for adopting and enforcing the regulations in this Chapter is granted to the County under TLGC in Chapters 231, 232 and 234, and under the Texas Transportation Code (TTC) Chapters 251, 286 and 545.

§1.03. Approval Required

Approval of the Commissioners Court is required prior acceptance by the County of Regulated Roadways. Separate approval is required under Chapter 751 for any use of existing County facilities, including roadway rights-of-way, which are not part of the Application for a Development Authorization.

Sub-Chapter 2 - Roadway Classifications

§2.01. Basis for Classification

Regulated Roadways shall be classified based on the criteria established in "A Policy on Geometric Design of Highways and Streets", latest edition, as developed by the American Association of State Highway and Transportation Officials (AASHTO). For the purposes of these Regulations, regulated roadways shall be designed to handle the average daily traffic (ADT) estimated to occur for a period of twenty (20) years following completion of construction of the roadway, with the pavement sections and widths required to accommodate the design ADT at the applicable speed limits adopted by the County. At a minimum, pavement sections and widths shall conform to the suggested minimum requirements established by AASHTO for the specified classification of roadway. Roadways shall also be classified under TTC Chapter 251. Roadway classification information is included in Table 721.02.

§2.02. Country Lane

A Country Lane shall be a one or two lane paved roadway, without improved shoulders, and considered a Special Purpose Road with a design capacity of up to 100 ADT in accordance with AASHTO design standards, and third-class roadways in accordance with TTC Chapter 251.

§2.03. Local Roadway

A Local Roadway shall be a two lane paved roadway, with improved shoulders or curb and gutter, and considered a Local Rural Road with a design capacity of between 101 and 1,000 ADT in accordance with AASHTO design standards, and third-class roadways in accordance with TTC Chapter 251.

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§2.04. Urbanized Local Roadway

An Urbanized Local Roadway shall be a two lane paved roadway, with improved shoulders or curb and gutter, and considered a Special Purpose Road with a design capacity of up to 1,000 ADT in accordance with AASHTO design standards and third-class roadways in accordance with TTC Chapter 251.

§2.05. Minor Collector

A Minor Collector shall be a two lane paved roadway, with improved shoulders or curb and gutter, and considered a Rural Collector with a design capacity of 1,001 to 2,500 ADT in accordance with AASHTO design standards, and may be either second-class or third-class roadways in accordance with TTC Chapter 251.

§2.06. Major Collector

A Major Collector shall be a two lane or larger paved roadway, with improved shoulders or curb and gutter, and considered a Rural Collector with a design capacity of 2,501 to 5,000 ADT in accordance with AASHTO design standards, and may be either first-class or second-class roadways in accordance with TTC Chapter 251.

§2.07. Minor Arterial

A Minor Arterial shall be a two lane or larger paved roadway, with improved shoulders or curb and gutter, and considered a Rural Arterial with a design capacity of 5,001 to 15,000 ADT in accordance with AASHTO design standards, and may be either second-class or third-class roadways in accordance with TTC Chapter 251.

§2.08. Major Arterial

A Major Arterial shall be a two lane or larger paved roadway, with improved shoulders or curb and gutter, and considered a Rural Arterial with a design capacity of greater than 15,000 ADT in accordance with AASHTO design standards, and may be either first-class or second-class roadways in accordance with TTC Chapter 251.

Sub-Chapter 3 - Public Roadways

§3.01. Dedication to Public

Any dedication of a roadway to the County for public use shall be accomplished using one of the methods allowed under Chapter 701, Subchapter 11. No dedication shall be effective until the record document is recorded. In no event shall any private lot extend into a dedicated public roadway.

§3.02. Publicly Maintained and Dedicated Roadways

Roadways dedicated to the public (Public Roadways) shall be required in all developments approved under these Regulations, except those satisfying the criteria for private roadways, as set forth below. All such Public Roadways shall be paved and shall be Regulated Roadways designed and constructed in accordance with the specifications set forth in Chapter 721, Subchapter 5. The boundary lines of all subdivision Lots fronting onto a publicly dedicated right-of-way shall be contiguous with the boundary of the right-of-way.

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§3.03. Construction of Public Roadways

Public Roadways shall be considered public infrastructure, subject to the requirements of Chapter 731. Unless interim authorization for construction is obtained under Chapter 731, construction of public roadways shall not commence until such time as a Development Authorization has been issued by the County on an Application filed under these Regulations.

§3.04. Connections to Public Roadways under the Jurisdiction of Other Entities

Certain Regulated Roadways and appurtenances governed by these Regulations may require connection to or construction on or within the right-of-way of public roadways under the jurisdiction of other public entities, including the Texas Department of Transportation (TXDOT), or any other authorized state or federal government entity. All construction and access to these roadways conducted in conjunction with a development authorized under these Regulations shall comply with the requirements of the entity having jurisdiction over the affected public roadway.

Sub-Chapter 4 - Private Roadways

§4.01. General Requirements for Private Roadways

All private roadways qualifying as Regulated Roadways (Regulated Private Roadways) shall be designed and constructed in accordance with the standards in Chapter 721, Subchapter 5 for Public Roadways. All Regulated Private Roadways shall have a surface suitable for all-weather access to all portions of the proposed development served by such Regulated Private Roadway.

§4.02. Criteria for Determining Private Roadway Status

Regulated Private Roadways shall be permitted only in conjunction with a development approved under these Regulations if they satisfy each of the following criteria:

- (A) The person(s) responsible for the operation and maintenance of the Regulated Private Roadway has executed an agreement with the Commissioners Court acknowledging responsibility for such operation and maintenance;
- (B) The executed agreement includes financial assurance, as required by the Commissioners Court; and,
- (C) Lots within the development served by the Regulated Private Roadway shall have an average size greater than 5 acres; or,

The Commissioners Court has entered into an approved Development Agreement with the Owner or Permittee regarding the development of a master-planned community of no fewer than fifty (50) residential Lots.

§4.03. General Requirements for Maintenance of Private Roadways

Development Authorizations that include the use of Regulated Private Roadways shall be subject to a maintenance agreement with the County. The person(s) responsible for maintenance under the agreement may be the Owner of the Subject Property, the Permittee, or another person or entity acceptable to the County. The following provisions apply to Regulated Private Roadways:

- (A) The following note shall be conspicuously displayed on the Record Documents filed in conjunction with the Development Authorization:

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[Owner], by filing this Record Document, and all future owners of this property, by purchasing such property, acknowledge and agree that Hays County shall have no obligation whatsoever to repair or accept maintenance of the roadways shown on this approved development plan until and unless [Owner] and/or the property occupants or tenants have improved the roadways to the then current standards required by Hays County and the roadways have been accepted for maintenance by formal, written action of the County Commissioners Court and the roadways, with all required right-of-way and building setbacks, have been dedicated by the owners thereof, and accepted by the County, as public roadways. [Owner] and all future owners of property within the limits of the approved development plan shall look solely to the [Owner or Entity entering into Maintenance Agreement with the County] for future maintenance and repair of the roadways included in this development plan; and

- (B) Any restrictive covenants establishing a responsibility for roadway operation and maintenance shall be placed on record concurrently with the recording of the Record Documents.
- (C) Regulated Private Roadways shall be operated and maintained to allow unrestricted ingress/egress by the occupants of the property and service providers, including emergency services. The maintenance agreement with the County shall include enforcement provisions for Regulated Private Roadways that are not properly operated and maintained.

§4.04. Additional Requirements for Private Roadways to be Maintained by an Association

Concurrently with the filing of an Application for a Development Authorization that will include Regulated Private Roadways, the Applicant shall submit the following:

- (A) Ready-for-execution copies of the articles of incorporation and bylaws of the homeowners or property owners association; and,
- (B) The minimum annual assessments that will be imposed upon members of the association.

Sub-Chapter 5 - Standards for Regulated Roadways

§5.01. Applicability

Regulated Roadways are defined in Chapter 701, and include all roadways associated with an Application for a Development Authorization under these Regulations, including existing public roadways that are being connected or modified to accommodate the effects of a proposed development, new roadways dedicated to the public as part of a Development Authorization, new private roadways, shared access easements, and shared access driveways used for emergency services access as a part of a Development Authorization, and driveways, utilities, storm water management facilities or other facilities within the right-of-way of a Regulated Roadway.

§5.02. Design Requirements

All Regulated Roadways and related improvements shall be designed and installed so as to provide, to the maximum extent feasible, a logical system of utilities, drainage and roadways and

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to permit continuity of improvements to adjacent properties. A Roadway Design Report, prepared by a Texas licensed professional engineer, certifying compliance with these Regulations and other applicable standards shall be prepared and submitted with the Application.

§5.03. Minimum Rights of Way and Building Setbacks

All Regulated Roadways shall comply with the established minimum right-of-way widths and building setback lines based on the roadway classification. Above-grade construction is prohibited within the established building setback lines. Building setback lines apply on each side of a Regulated Roadway. The established minimum right-of-way widths and building setback lines are presented in Table 721.02, below.

§5.04. Design and Construction Standards

- (A) The classification and construction standards for all Regulated Roadways shall be determined according to the Average Daily Traffic anticipated for the roadways. The Roadway Design Report shall include estimates of the Average Daily Traffic (ADT) before and after the proposed development. The methodology for estimating ADT shall be based on recognized industry standards, including those utilized by the Texas Department of Transportation (TXDOT) and AASHTO. The post-development ADT shall be based on the maximum number of Lots that would be permitted in the approved development plan.
- (B) The geometric requirements for Regulated Roadways shall be identified in the Roadway Design Report and shall be designed to accommodate the design ADT of the roadway. The minimum geometric standards for Regulated Roadways are summarized in Table 721.02.
- (C) The design and construction of all Regulated Roadways shall conform to the Hays County Specifications for Paving and Drainage Improvements, as adopted by the Department, and shall include all necessary improvements, including necessary signage and traffic control devices. All signage and traffic control devices shall conform to the "Texas Manual of Uniform Traffic Control Devices," latest edition, as adopted by TXDOT. Speed bumps are not authorized as traffic control devices on Public Roadways. Pedestrian elements (e.g. sidewalks, crosswalks, access ramps, etc.) for projects in Public Roadways shall comply with the accessibility requirements of the Texas Department of Licensing and Regulation (TDLR), and if required, shall be submitted to TDLR for review and approval.
- (D) Incentive for Lots Larger than Five Acres. As an incentive to developers to create lots larger than five acres and to reduce their associated development costs, Country Lane roadways may be constructed, without calculation of the Average Daily Traffic, if all Lots with frontage or access onto the roadway are (i) larger than five acres in size, (ii) restricted by a note on the Record Document limiting development to one single family dwelling unit per Lot and prohibiting TCEQ Regulated Development, and (iii) the application is approved by the Department.
- (E) Incentives for Bicycle Paths and Lanes. If portions of a Local Roadway or Minor Collector are set aside and appropriately designated for the use of bicycles (or a separate bike path is constructed parallel to the roadway), then the amount of right-of-way dedicated to such bicycle use shall be credited against the width of required shoulders and

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the Department may reduce the estimated Average Daily Traffic per Lot in determining the design criteria for the roadway served by the bicycle path/lane, in an amount determined appropriate by the Department.

- (F) Clearance of Right-of-Way. Upon request by the Owner, the Department shall, to the extent it is safe and prudent to do so, permit preservation of trees of greater than ten inches (10") in diameter, measured one foot from the ground (or the replanting of trees by the Owner), within rights of way of roadways classified as Country Lanes, Local Roadways and Minor Collectors, with greater preservation of trees permitted along roadways with the lower design speed. The Owner shall be responsible for affixing reflectors or other safety devices to any trees preserved within the right-of-way.

§5.05. Access to Regulated Roadways

Except with respect to Lots served by Shared Access Driveways, each Lot shall have the minimum direct frontage onto a Regulated Roadway set forth below and Driveways shall be spaced no closer than the minimum space intervals set forth below, depending on the classification of road onto which the Lot has frontage and the driveway has access. All such driveways shall conform to the Hays County Driveway Specifications, as adopted by the Department.

- (A) Incentive for Qualifying Lots. Qualifying Lots will be exempt from the minimum lot frontage and driveway spacing requirements specified above if approved by the Department and Commissioners Court with due regard to safety concerns. A Qualifying Lot is any Lot that (i) is restricted by plat note to development of a single family residence, (ii) has direct access onto a Regulated Roadway and (iii) satisfies the minimum Lot size requirements set forth in these Regulations either through actual lot size or lot size averaging.
- (B) Flag Lots. Flag lots shall generally not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination.

§5.06. Commercial Driveways

Driveways serving commercial development shall be spaced at the minimum intervals of one hundred fifty feet (150'). Joint-use driveways may be utilized in situations that limit the number of driveway access permits that are issued by either the State of Texas or Hays County to a public roadway, or where safety concerns provide a satisfactory explanation for its use.

§5.07. Shared Access Driveways

Up to one (1) Lot without independent access to a Regulated Roadway may obtain access to a Regulated Roadway by means of a Shared Access Driveway if approved by the Commissioners Court. An additional two (2) Lots having independent access to a Regulated Roadway may also share the use of the Shared Access Driveway. Shared Access Driveways are intended as a means to provide flexibility in the development process, preserve the rural character of the land and avoid excessive infrastructure costs when such costs would provide little or no social benefit. Shared Access Driveways are not intended to serve as a substitute for interior roads. Excessive

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use of Shared Access Driveways will not be permitted. Any application proposing shared access driveways shall also satisfy the following requirements:

- (A) A plat note must be conspicuously displayed on the plat stating:
 - (16) All lots served by a Shared Access Driveway are restricted to one single family residence per lot and if any other Development of a Dwelling Unit occurs on any of the Lots obtaining access through the Shared Access Driveway, then such new Dwelling Unit must be constructed on a separately platted lot with direct frontage onto and physical access to a Regulated Roadway prior to construction of the Dwelling Unit. A duplex will not be considered a single family residence for purposes of this subparagraph.
 - (17) The owners of the Single Family Residences obtaining access through the Shared Access Driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.
- (B) Each of the Lots sharing the use of the Shared Access Driveway shall hold equal, indivisible and unrestricted rights in the Shared Access Driveway, which rights shall be established by recorded easement and the easement shall run with the land of each of the benefited Lots. The easement instrument shall clearly state each Lot's pro rata responsibility with respect to future maintenance or repairs of the Shared Access Driveway.
- (C) The Shared Access Driveway shall be no longer than one quarter mile in length and must have a minimum distance of (a) 200 feet from any other driveway entering onto the Regulated Roadway and (b) 500 feet from any other Shared Access Driveway.
- (D) The Shared Access Driveway shall have a name or designation approved by the County "911" Coordinator and a separate "911" address shall be established as for each Lot which relies on a Shared Access Driveway for access.
- (E) Up to three (3) Lots not having independent access to a Regulated Roadway may share a Shared Access Driveway with up to two (2) Lots having independent access to a Regulated Roadway if all other requirements of this are met and all Lots using or adjacent to the Shared Access Driveway are larger than five acres in size and restricted by Plat note limiting development to one single family residence per Lot and prohibiting TCEQ Regulated Development.

§5.08. Coordination with "911" Addressing System

If not previously established, all Applications for Development Authorization submitted to the County that include a new or altered Regulated Roadway, shared access easement, or a shared access driveway shall obtain approval for the names and/or designations for such roadways, easements or driveways from the County "911" Coordinator, in accordance with Chapter 701, Subchapter 16. The Applicant shall also establish a "911" address for all lots or components of the development served by a Regulated Roadway, shared access easement or shared access driveway associated with that development, in accordance with Chapter 701, Subchapter 16.

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§5.09. Speed Limits for Regulated Roadways

- (A) If not previously established, all Applications for Development Authorization submitted to the County that include a new or altered Regulated Roadway, shared access easement, or a shared access driveway shall establish an appropriate maximum speed limit for such roadways, easements or driveways. Such established maximum speed limits shall not be greater than the maximum speed limits authorized under TTC Chapter 545.352 but shall not be less than the lower maximum speed limits authorized under TTC Chapter 545.355 for the specific type of roadway under consideration. For roadways with speed limits that are established at less than the maximum speed limits authorized under TTC Chapter 545.352, the Roadway Design Report shall include an explanation of the reasons for the reduced maximum speed limits.
- (B) Speed limits shall not take effect until such time as the County approves and issues the Development Authorization under which those speed limits were established and signage indicating the established speed limit(s) is actually posted along the roadway.

§5.10. Construction Quality Assurance for Regulated Roadways.

The Permittee shall submit document all required inspections and tests at the completion of each phase of construction of the roadway. Construction Quality Assurance testing shall comply with the following:

- (A) Tests on all components of the pavement system, including plasticity index, tests for compacted density, depth of base, distribution of asphalt, and other quality assurance tests required by the County's adopted roadway construction specifications.
- (B) It is the responsibility of the Permittee to coordinate all inspections and laboratory tests with the Department and not to proceed with construction until proper inspections and tests have been obtained.
- (C) Any laboratory tests and test holes shall be at the expense of the Permittee.
- (D) In no event will any subsequent component be placed on the roadway until the underlying components have been approved in writing by the Department.

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Table 721.01 – Design Requirements Based on Roadway Classification

Functional Classification	Country Lane	Local Roadway	Urbanized Local Roadway	Minor Collector	Major Collector	Minor Arterial	Major Arterial
AASHTO Classification	Special Purpose	Local Rural	Special Purpose	Rural Collector	Rural Collector	Rural Arterial	Rural/Urban Arterial
Average Daily Traffic (ADT - one way trips*)	Not more than 100	101-1000	Not more than 1000	1001-2500	2501-5000	5001-15000	More than 15,000
Design Speed (mph)	25 mph	25 mph	25 mph	35 mph	45 mph	55mph	**
No. of Travel Lanes	2	2	2	2	2	4	**
Turn Lanes	No	No	No	No	**	**	**
Min. ROW Width (ft)	50	60	40	60	80	100	**
Building Setback (ft)	10	25	10	25	50	50	50
Width of Travelway (ft)	18	20	18	22	24	48	**
Width of Shoulders (ft)	2	4	2	5	6	8	**
Minimum Centerline Radius (ft)	200	300	200	375	675	975	**
Min. Tangent Length between Reverse or Compound Curves (ft)	50	100	50	150	300	500	**
Min. Radius for Edge of Pavement at Intersections (ft)	25	25	25	25	25	25	**
Intersection Street Angle Range	80-100	80-100	80-100	80-100	80-100	80-100	**

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(degrees)							
Max. Grade (%):	11	11	10	10	9	8	**
Min. Street Centerline offset at Adjacent Intersections (ft)	110	125	110	125	125	125	**
Min. Stopping Sight Distance (ft)	175	175	175	250	350	550	**
Min. Intersection Sight Distance (ft)	250	250	250	350	450	550	**
Ditch Foreslope Grade	4:01	4:01	4:01	5:01	5:01	6:01	**
Ditch Backslope Grade	3:01	3:01	3:01	4:01	4:01	4:01	**
Min. Cul-de-sac ROW/ Pavement Radius (ft)	70/45	70/45	70/45	70/45	N/A	N/A	N/A
Min. "T" End ROW/ Pavement Length (ft)	80/65	80/65	80/65	N/A	N/A	N/A	N/A
Min. "T" End ROW/ Pavement Width & Radius (ft)***	40/20	40/20	40/20	N/A	N/A	N/A	N/A
Min. Lot Frontage (ft)	30	50	30	100	150	150	150
Min. Drive Spacing (ft)	50	50	50	75	120	120	120
Notes: * ADT shall be based on an average of 10 one-way trips per dwelling unit per day for residential lots. ADT calculations for commercial or other lots shall approved by the Department on a case-by-case basis.							

ATTACHMENT "A"

** Noted elements shall be approved by the County Engineer on a case-by-case basis.

*** "T" End Designs must conform to minimum AASHTO Standards

AASHTO – American Association of State Highway and Transportation Officials

Building Setback – Minimum building setback, in feet, applicable to each side of the roadway

ATTACHMENT "A"

CHAPTER 735 - FLOOD DAMAGE PREVENTION

Sub-Chapter 5 - Provisions for Flood Hazard Reduction

§5.03. Standards for Subdivision Proposals

- (A) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with this Chapter, and shall be approved by the County Floodplain Administrator prior to issuance of the Development Authorization by the County. Plat specifications and details for submission will be governed by Chapter 705 and other applicable provisions of these Regulations.
- (B) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet the requirements this Chapter.
- (C) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is are greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to this Chapter.
- (D) All subdivision plats shall have the Floodplain and Floodway clearly delineated on the plat and, where appropriate, shall have the lowest floor elevations for all lots located within Flood Hazard Areas.
- (E) All subdivision Applications including the placement of manufactured home parks and subdivisions shall include provisions for adequate drainage as required under Chapter 725, to reduce exposure to flood hazards.
- (F) All subdivision Applications including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- (G) All subdivision Applications which include land which is encroached by areas of special flood hazard, must include the placement of a permanent benchmark indicating the elevation relative to mean sea level. The benchmark must be located within the platted property, and must be indicated on the subdivision plat.

ATTACHMENT "A"

ORDER ADOPTING RULES OF HAYS COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES

Section 10. AMENDMENTS.

The County of Hays, Texas, wishing to adopt more stringent Rules for its On-Site Sewage Facilities, understands that the more stringent local Rule shall take precedence over the corresponding Texas Commission on Environmental Quality requirements if local rules provide greater public health and safety protection. Listed below are the more stringent Rules adopted by Hays County, Texas.

A. Definitions.

The following terms shall have the corresponding meaning:

1. Dwelling Unit Equivalent – An estimated quantity of wastewater from a non-residential source that is equivalent to that generated from a three (3) bedroom residential dwelling unit, or 300 gallons per day, whichever is greater.
2. Qualified OSSF Inspector – An individual with a current license from the TCEQ as an Installer or a Maintenance Provider, as those terms are defined under 30 TAC Chapter 285 who also holds a current National Association of Wastewater Transporters (NAWT) or National Sanitation Foundation (NSF) certification as an on-site sewage facility inspector within one year of the effective date of these rules. Texas licensed professional engineers and Texas registered sanitarians may also inspect existing OSSFs, subject to the requirements of 30 TAC Chapter 285.
3. Department – Hays County Development Services Division
4. Groundwater Supply System – Any water supply system that obtains greater than one-third of its overall supply from Groundwater. This classification of water supply systems is further subdivided into Public Groundwater Supply Systems and Private Groundwater Supply Systems. Public Groundwater Supply Systems are any systems designated a Public Water System by the Texas Commission on Environmental Quality. Private Groundwater Supply Systems are any systems that do not qualify as a Public Groundwater Supply System, including, but not limited to, individual water supply wells.
5. Surface or Rainwater Collection System – A water supply system in which greater than two-thirds of the total water obtained is from a "surface" source, rainwater collection, or groundwater from an aquifer that is located entirely outside of Hays County. In the event any water supply system relies on Groundwater for greater than one-third, but not more than one-half, of its total water supply, the Commissioners Court may, on a case-by-case basis, approve an application to consider such water supply system to be a "Surface or Rainwater Collection System."
6. Private Well – Any water well other than a Public Well. This definition includes Non-Public Local Groundwater Supply Systems which are Local Groundwater Supply

ATTACHMENT "A"

Systems that do not qualify as a Public Local Groundwater Supply System, including, but not limited to individual water supply wells.

7. Public Well – A water well providing piped water for human consumption and defined as a "Community Water System" or a "Public Water System" under Chapter 290 of the Texas Administrative Code.
8. Rainwater Harvesting System – An individual potable water supply system approved by the Department and having rainwater as its source and designed to provide for any or all of the domestic water requirements, including irrigation.

D. Facility Planning

All of the terms and provisions of 30 TAC §285.4 are incorporated within the Rules of Hays County except as expressly amended below.

1. Land Planning, Site Evaluation and Minimum Lot Sizing. The following requirements shall apply to all lots on which an OSSF is to be utilized:
 - (A) A platted or unplatted single family residential lot shall have a surface area of at least the acreage designated in Table 10-1 below.
 - (B) Small Multi-Unit Residential Developments. Multi-unit residential developments with four or fewer individual dwelling units, including duplexes, may utilize lots smaller than the acreages set forth in Table 10-1, provided:
 - (1) site specific evaluation materials, for a central system or individual systems, are prepared by a Texas licensed professional engineer or a Texas registered professional sanitarian and submitted to the Department for review and approval; and,
 - (2) there is no more than one (1) dwelling unit for each TCEQ minimum lot acreage and no more than two (2) dwelling units for each minimum lot size as designated in Table 10-1 below.
 - (C) Other Multi-unit Residential Developments and Non-Residential Developments. Platted or unplatted lots used for multi-unit residential developments with more than four dwelling units, including apartment complexes, groups of rental dwelling units and lots used for non-residential purposes (e.g. office, commercial, industrial or institutional uses) producing domestic wastewater:
 - (1) shall have a minimum lot size of 1.0 acres and a total surface acreage of at least one (1) acre for each dwelling unit equivalent (DUE) per day; and,
 - (2) the on-site sewage facilities for these developments shall be designed based on site specific evaluation materials.
 - (D) OSSFs serving Manufactured Home Rental Communities and Recreational Vehicle Parks where spaces are rented or leased and are not subdivided for

ATTACHMENT "A"

individual sale may be designed in accordance with Subsection (1)(C) above of this Section D.

- (E) Condominium Complexes. Condominium complexes utilizing on-site sewage facilities shall meet the following requirements:
 - (1) The Owner applying for the OSSF permit shall identify the person who will be legally responsible for compliance with all applicable OSSF requirements. The application for OSSF permit shall include a sworn (notarized) statement from such legally responsible person attesting that such person accepts full legal responsibility for compliance with all applicable OSSF requirements. In the event the designated legally responsible party fails or refuses to comply with any applicable OSSF requirements, the Department may institute appropriate enforcement action against that person, or against one or more of the following parties who the Department determines to be responsible for the noncompliance: (i) the owner or manager of the condominium complex; (ii) the owner of one or more individual condominium units; (iii) the legally constituted condominium owners association for that condominium; (iv) a maintenance company/provider contracted to provide maintenance for the noncompliant OSSF.
 - (2) All requirements set forth in this Section D apply to condominium complexes.
 - (3) Each individual condominium unit shall be equipped with a flow meter capable of measuring the wastewater flow from that unit or a flow meter capable of measuring the water usage for that unit.
 - (4) Maintenance of the OSSF for a condominium complex is subject to the applicable maintenance, testing and reporting requirements of TCEQ's Chapter 285 Rules and all maintenance shall be provided by a Maintenance Company/Provider registered with TCEQ under such rules.
 - (F) Where multiple sources of water apply to one lot, the larger of the two (2) minimum lot sizes shall govern.
 - (G) In instances where the actual design of the OSSF system proposed for use dictates a larger minimum lot size required, such larger minimum lot size shall apply.
2. Lot Size Averaging. Only platted development may take advantage of these averaging provisions. The minimum acreage requirements set forth in Table 10-1 below may be obtained by averaging the size of all Lots within a platted development so long as the only Lots with acreage exceeding the minimum set forth in such table that may be included in the averaging calculation shall be:
- (A) Lots reserved by plat note for use as parkland or open space, or a private greenbelt in which all owners or residents of the subdivision hold an equal, unrestricted and indivisible right of access and use; or,

ATTACHMENT "A"

- (B) Lots larger than five acres restricted by a plat note prohibiting all development other than one Single Family Residence or other development excluded from the term "Regulated Activities" under the Edwards Aquifer Rules of the TCEQ (30 TAC Chapter 213), but without regard to the aquifer over which the development occurs.
3. Notwithstanding the averaging allowed above or anything else to the contrary in this Order, no on-site sewage facility shall be permitted on any Lot smaller than the minimum lot size permitted under Chapter 366 of the Texas Health and Safety Code and the TCEQ Regulations promulgated thereunder (30 TAC Chapter 285).

Table 10-1 – Minimum Lot Sizes (in Acres) for OSSFs

Location	Water Service	Advanced	Conventional	TCEQ Min.
EARZ [1]	Surface or Rainwater Collection System	1.50	2.00	1.00 [4]
EARZ	Public Groundwater Supply System[2,8]	2.50	4.50	1.00 [4]
EARZ	Private Well	3.00	5.00	1.00 [4,6]
EACZ [3]	Surface or Rainwater Collection System	1.00	1.50	0.50 [5]
EACZ	Public Groundwater Supply System	1.50	2.50	0.50 [5]
EACZ	Private Well	2.00 6.00[8]	3.00 6.00[8]	1.00 [6]
Any Other	Surface or Rainwater Collection System	0.50 1.00 [7]	1.00	0.50 [5] 1.00 [6]
Any Other	Public Groundwater Supply System	1.00	1.50	0.50 [5]
Any Other	Private Well	1.50 6.00[8]	2.00 6.00[8]	1.00 [6]

Notes:

1. Edwards Aquifer Recharge Zone as defined in 30 TAC §213
2. A Public System is a Public Water System as defined in 30 TAC §290
3. Edwards Aquifer Contributing Zone as defined in 30 TAC §213
4. TCEQ Minimum lot size as per 30 TAC §285.40(c)
5. TCEQ Minimum lot size as per 30 TAC §285.4(a)(1)(A)
6. TCEQ Minimum lot size as per 30 TAC §285.4(a)(1)(B)
7. Minimum lot size for use of surface application system as per 30 TAC §285.33(d)(2)
8. Applicable to new subdivisions and Manufactured Home Rental Communities served by individual private water wells located within the Priority Groundwater Management Area as defined by Texas Commission on Environmental Quality and required to demonstrate water availability as required by Hays County under the authority granted to the County under the Texas Water Code and the Texas Local Government Code.

ATTACHMENT "A"

4. A lot may contain multiple habitable structures and qualify as a single family residential lot if it meets the following criteria:
 - (A) In addition to the primary dwelling unit, the lot may be occupied by additional habitable structures or dwelling units (e.g. garage apartments, pool houses, guest cottages, etc.) with useable floor space less than fifty percent (50%) of the floor space of the primary dwelling unit;
 - (B) The additional habitable structures are not offered for public use or rental; and,
 - (C) All such additional habitable structures are precluded from sale or transfer separate from the primary dwelling unit.
5. Existing small lots or tracts that do not meet the minimum lot size requirements of this section and will serve one single family dwelling may be approved for an OSSF in accordance with the following requirements:
 - (A) Any lot, regardless of the date of platting or subdivision, must be of adequate size to accommodate the proposed system, including an effluent dispersal area that complies with effluent loading requirements of 30 TAC §285.91, Table I, and the system must be designed and operated in accordance with the remaining requirements of 30 TAC §285.
 - (B) For lots or tracts platted or subdivided before March 14, 1977, an OSSF may be permitted on a lot of any size.
 - (C) For lots or tracts platted or subdivided on or after March 14, 1977, but before June 14, 1984, an OSSF may be permitted on a lot of at least twenty thousand (20,000) square feet in size;
 - (D) For lots or tracts platted or subdivided on or after June 15, 1984, but before August 29, 1997;
 - (1) If the lot has a soil depth of less than four (4) feet to bedrock or to groundwater or if the percolation rate exceeds forty five (45) minutes per one (1) inch, the minimum lot size shall be thirty thousand (30,000) square feet; or,
 - (2) If the lot has both a soil depth of less than four (4) feet to bedrock or to groundwater and a percolation rate exceeding forty five (45) minutes per one (1) inch, the minimum lot size shall be forty thousand (40,000) square feet.
 - (E) For lots or tracts platted or subdivided on or after June 15, 1984, but before August 29, 1997, an OSSF may be permitted on a lot with a minimum size in compliance with 30 TAC §285.4 or §285.40, as applicable, which meets the requirements of 30 TAC §285.31 and the Hays County Regulations that were in effect at the time.

ATTACHMENT "A"

- (F) For lots or tracts platted or subdivided on or after August 29, 1997, and before the effective date of this Order, an OSSF may be permitted on a lot with a minimum size in compliance with Table 10-1 above, which meets the requirements of 30 TAC §285.31. An exception is the Edwards Aquifer Contributing Zone which only applies to the Barton Springs Segment of the Contributing Zone.

G. Innovative Development

Innovative development, such as "planned unit development" style developments, are encouraged and will be considered on a case by case basis, upon the submission of the following with a preliminary plan application for subdivision approval:

1. Site Evaluation Materials demonstrating that such an innovative development is appropriate in light of lot sizes, soil or other conditions;
2. Site Specific Materials; and,
3. Site Plan to be recorded with Record Plat, which shall state the future development of the Property shall be in accordance with the Site Plan. The Site Plan shall designate the type of development permitted on each Lot, the location of buildings, paved areas, green belts and on-site sewage facilities (including drainage fields) on each Lot; and all other materials required under 285.30 of the Rules, as applicable. As provided in Section 285.6 of the Rules, cluster systems are not authorized.

The Commissioners Court may approve an application for innovative development permitting minimum lot acreage below those required in Table 10-1 upon a finding that the proposed development will provide equivalent protection of the public health and environment as development in accordance with these Regulations and that the lot acreage meet the TCEQ minimum.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to execute Proposals with Axon Enterprise, Inc. related to the Law Enforcement In-Car Camera System and Body Worn Camera-Taser Program for Constable 1, Constable 2, Constable 3, District Court, and Sheriff's Offices.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

January 4, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

Various

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Constable 1, Constable 2, Constable 3, District Court, Sheriff

SPONSOR

JONES

CO-SPONSOR

INGALSBE

SUMMARY

Hays County Constable Offices currently utilize Axon for all in-car and body worn cameras. The Constables and District Court Offices are ordering equipment for the new approved positions. The Sheriffs Office is ordering equipment for their new positions, as well as, replacement equipment that has reached its expiration date. Each office has its own proposal with the below amounts and time frame.

Attachment: Axon Proposals

Constable Pct. 1 - \$10,707.08 (44 months)

Constable Pct. 2 - \$10,314.97 (44 months)

Constable Pct. 3 - \$9,405.03 (45 months)

District Court - \$1,613.20

Sheriff - \$143,500.82 (46 months)



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-350967-44496.624DT

Issued: 10/27/2021



Quote Expiration:

EST Contract Start Date: 12/01/2021

Account Number: 112056

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
712 S Stagecoach Trail 712 S Stagecoach Trail Ste 1206 San Marcos, TX 78666-5999 USA	Hays County Sheriff's Office- TX 1307 Uhland Rd San Marcos, TX 78666-8217 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Phone: 512-393-7890 Email: yvette.faulkner@co.hays.tx.us Fax:

Program Length	46 Months
TOTAL COST	\$108,898.34
ESTIMATED TOTAL W/ TAX	\$108,898.34

Bundle Savings	\$21,300.18
Additional Savings	\$0.00
TOTAL SAVINGS	\$21,300.18

PAYMENT PLAN			
PLAN NAME	INVOICE DATE		AMOUNT DUE
Year 1	Nov, 2021		\$19,630.50
Year 2	Sep, 2022		\$19,630.52
Year 3	Sep, 2023		\$19,630.52
Year 4	Sep, 2024		\$19,630.52

BILLED ON FULFILLMENT

PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$29,477.25

Quote Details

Bundle Summary		
Item	Description	QTY
OSP7	2021 - OFFICER SAFETY PLAN 7	1
Fleet2U	Fleet 2 Unlimited	12
DynamicBundle	Dynamic Bundle	1
AB31BD	AB3 1-Bay Dock Bundle	1
AB3C	AB3 Camera Bundle	1

Bundle: Fleet 2 Unlimited Quantity: 12 Start: 12/1/2021 End: 9/14/2025 Total: 71208 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	24	\$17.00	\$13.64	\$15,059.06
Vehicle License	87050	FLEET VIEW XL LICENSE	12	\$29.00	\$23.27	\$12,844.50
Camera Kit & Warranty	71088	AXON FLEET 2 KIT	12	\$1,560.00	\$1,251.71	\$15,020.55
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	12	\$2,710.00	\$2,174.45	\$26,093.39
Other	80397	EXT WARRANTY, FLEET 2 KIT	12	\$6.50	\$5.22	\$2,190.50

Bundle: Dynamic Bundle Quantity: 1 Start: 12/1/2021 End: 9/14/2025 Total: 18276 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	12	\$249.00	\$249.00	\$2,988.00
Other	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	12	\$1,249.00	\$1,249.00	\$14,988.00
Other	72030	FLEET ETHERNET CABLE, CAT6, 6 FT	12	\$25.00	\$25.00	\$300.00

Bundle: 2021 - OFFICER SAFETY PLAN 7 Quantity: 1 Start: 12/1/2021 End: 9/14/2025 Total: 7314.1 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)

E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	1	\$39.00	\$25.75	\$1,184.63
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	1	\$24.00	\$15.85	\$729.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	10	\$0.40	\$0.26	\$121.50
Respond	73449	RESPOND DEVICE LICENSE	1	\$5.00	\$3.30	\$151.88
Standards	73638	STANDARDS ACCESS LICENSE	1	\$9.00	\$5.94	\$273.38
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	1	\$249.00	\$164.42	\$164.42
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	2	\$1.00	\$0.66	\$1.32
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	\$11.67	\$7.71	\$354.48
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	1	\$755.00	\$498.55	\$498.55
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	1	\$790.00	\$521.66	\$521.66
Holsters	20060	TASER 7 HOLSTER - S.O. TECH, RIGHT HAND	1	\$80.00	\$52.83	\$52.83
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$5.00	\$3.30	\$151.88
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	3	\$38.00	\$25.09	\$75.28
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	3	\$38.00	\$25.09	\$75.28
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$1,720.00	\$1,135.77	\$1,135.77
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	1	\$49.00	\$32.36	\$32.36
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	1	\$49.00	\$32.36	\$32.36
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	\$38.00	\$25.09	\$50.19
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	\$38.00	\$25.09	\$50.19
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	\$38.00	\$25.09	\$50.19
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	\$38.00	\$25.09	\$50.19
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	\$38.00	\$25.09	\$50.19
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	\$38.00	\$25.09	\$50.19
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	\$38.00	\$25.09	\$50.19
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	\$38.00	\$25.09	\$50.19
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	\$38.00	\$25.09	\$50.19

Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	\$38.00	\$25.09	\$50.19
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	1	\$86.00	\$56.79	\$56.79
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2	\$38.00	\$25.09	\$50.19
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2	\$38.00	\$25.09	\$50.19
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2	\$38.00	\$25.09	\$50.19
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2	\$38.00	\$25.09	\$50.19
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	1	\$2.50	\$1.65	\$75.94
Other	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$6.25	\$4.13	\$144.45
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1	\$0.42	\$0.28	\$9.71
Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	1	\$5.50	\$3.63	\$167.06
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	1	\$445.00	\$293.85	\$293.85
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	1	\$465.00	\$307.05	\$307.05

Bundle: AB3 1-Bay Dock Bundle Quantity: 1 Start: 12/1/2021 End: 9/14/2025 Total: 200 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
1-Bay Dock	74211	AXON BODY 3 - 1 BAY DOCK	1	\$200.00	\$200.00	\$200.00
1-Bay Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	1	\$0.00	\$0.00	\$0.00

Bundle: AB3 Camera Bundle Quantity: 1 Start: 12/1/2021 End: 9/14/2025 Total: 699 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10	1	\$699.00	\$699.00	\$699.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	2	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	2	\$0.00	\$0.00	\$0.00

INDIVIDUAL ITEMS						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	80179	FLEET 2 TAP TRUE-UP PAYMENT	12	\$58.00	\$58.00	\$10,440.00
Other	73951	OFFICER SAFETY PLAN 7 PLUS TRUE UP PAYMENT 1	1	\$50.75	\$50.75	\$761.25

Total:

\$11,201.25

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/27/2021



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-350931-44496.622DT

Issued: 10/27/2021



Quote Expiration:

EST Contract Start Date: 12/01/2021

Account Number: 112056

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
712 S Stagecoach Trail 712 S Stagecoach Trail Ste 1206 San Marcos, TX 78666-5999 USA	Hays County Sheriff's Office- TX 1307 Uhland Rd San Marcos, TX 78666-8217 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Danny Thielen Phone: (480) 434-8810 Email: dthielen@axon.com Fax:	Phone: 512-393-7890 Email: yvette.faulkner@co.hays.tx.us Fax:

Program Length	46 Months
TOTAL COST	\$34,602.48
ESTIMATED TOTAL W/ TAX	\$34,602.48

Bundle Savings	\$12,220.66
Additional Savings	\$0.00
TOTAL SAVINGS	\$12,220.66

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Nov, 2021	\$6,623.99
Year 2	Sep, 2022	\$6,624.00
Year 3	Sep, 2023	\$6,624.00
Year 4	Sep, 2024	\$6,624.00

BILLED ON FULFILLMENT

PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$6,308.50

Quote Details

Bundle Summary

Item	Description	QTY
OSP7	2021 - OFFICER SAFETY PLAN 7	2
Fleet2U	Fleet 2 Unlimited	2
DynamicBundle	Dynamic Bundle	1
AB31BD	AB3 1-Bay Dock Bundle	2
AB3C	AB3 Camera Bundle	2

Bundle: Fleet 2 Unlimited Quantity: 2 Start: 12/1/2021 End: 9/14/2025 Total: 11868 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	4	\$17.00	\$13.64	\$2,509.84
Vehicle License	87050	FLEET VIEW XL LICENSE	2	\$29.00	\$23.27	\$2,140.75
Camera Kit & Warranty	71088	AXON FLEET 2 KIT	2	\$1,560.00	\$1,251.71	\$2,503.43
Camera Refresh	72040	FLEET REFRESH, 2 CAMERA KIT	2	\$2,710.00	\$2,174.45	\$4,348.90
Other	80397	EXT WARRANTY, FLEET 2 KIT	2	\$6.50	\$5.22	\$365.08

Bundle: Dynamic Bundle Quantity: 1 Start: 12/1/2021 End: 9/14/2025 Total: 3046 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	2	\$249.00	\$249.00	\$498.00
Other	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	2	\$1,249.00	\$1,249.00	\$2,498.00
Other	72030	FLEET ETHERNET CABLE, CAT6, 6 FT	2	\$25.00	\$25.00	\$50.00

Bundle: 2021 - OFFICER SAFETY PLAN 7 Quantity: 2 Start: 12/1/2021 End: 9/14/2025 Total: 14627.99 USD

Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
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E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	2	\$39.00	\$23.84	\$2,193.68
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	2	\$24.00	\$14.67	\$1,349.96
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	20	\$0.40	\$0.24	\$224.99
Respond	73449	RESPOND DEVICE LICENSE	2	\$5.00	\$3.06	\$281.24
Standards	73638	STANDARDS ACCESS LICENSE	2	\$9.00	\$5.50	\$506.23
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	2	\$249.00	\$152.24	\$304.47
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	4	\$1.00	\$0.61	\$2.45
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	2	\$11.67	\$7.13	\$656.42
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	2	\$755.00	\$461.60	\$923.21
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	2	\$790.00	\$483.00	\$966.00
Holsters	20060	TASER 7 HOLSTER - S.O. TECH, RIGHT HAND	2	\$80.00	\$48.91	\$97.82
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	2	\$5.00	\$3.06	\$281.24
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6	\$38.00	\$23.23	\$139.40
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6	\$38.00	\$23.23	\$139.40
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	\$1,720.00	\$1,051.60	\$2,103.20
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	\$49.00	\$29.96	\$59.92
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	\$49.00	\$29.96	\$59.92
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	4	\$38.00	\$23.23	\$92.93
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	4	\$38.00	\$23.23	\$92.93
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	4	\$38.00	\$23.23	\$92.93
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	4	\$38.00	\$23.23	\$92.93
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	4	\$38.00	\$23.23	\$92.93
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	4	\$38.00	\$23.23	\$92.93
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	4	\$38.00	\$23.23	\$92.93
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	4	\$38.00	\$23.23	\$92.93
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	4	\$38.00	\$23.23	\$92.93

Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	4	\$38.00	\$23.23	\$92.93
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	2	\$86.00	\$52.58	\$105.16
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	4	\$38.00	\$23.23	\$92.93
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	4	\$38.00	\$23.23	\$92.93
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	4	\$38.00	\$23.23	\$92.93
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	4	\$38.00	\$23.23	\$92.93
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	2	\$2.50	\$1.53	\$140.62
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1	\$1,500.00	\$917.09	\$917.09
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	\$43.90	\$26.84	\$26.84
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	\$10.45	\$6.39	\$6.39
Other	80395	EXT WARRANTY, TASER 7 HANDLE	2	\$6.25	\$3.82	\$267.49
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	2	\$0.42	\$0.26	\$17.97
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	\$6.25	\$3.82	\$133.74
Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	2	\$5.50	\$3.36	\$309.37
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	2	\$445.00	\$272.07	\$544.14
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	2	\$465.00	\$284.30	\$568.60

Individual Items USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
1-Bay Dock	74211	AXON BODY 3 - 1 BAY DOCK	2	\$200.00	\$200.00	\$400.00
1-Bay Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	2	\$0.00	\$0.00	\$0.00
Camera	73202	AXON BODY 3 - NA10	2	\$699.00	\$699.00	\$1,398.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	3	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	3	\$0.00	\$0.00	\$0.00

INDIVIDUAL ITEMS						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	80179	FLEET 2 TAP TRUE-UP PAYMENT	2	\$58.00	\$58.00	\$1,740.00
Other	73951	OFFICER SAFETY PLAN 7 PLUS TRUE UP PAYMENT 1	2	\$50.75	\$50.75	\$1,522.50

Total:

\$3,262.50

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/27/2021



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-350862-44553.661AS

Issued: 12/23/2021



Quote Expiration: 12/15/2021

EST Contract Start Date: 03/01/2022

Account Number: 115223

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery; Invoice-712 S Stagecoach Trl 712 S Stagecoach Trl San Marcos, TX 78666-5999 USA	Hays County Constable Pct. 1 - TX 111 E San Antonio St San Marcos, TX 78666-5534 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Moore Phone: +1 4809052068 Email: mmoore@axon.com Fax: 480-905-2068	Michael Varela Phone: (512) 214-2635 Email: michael.varela@co.hays.tx.us Fax: (512) 393-7720

Program Length	44 Months
TOTAL COST	\$10,707.08
ESTIMATED TOTAL W/ TAX	\$10,707.08

Bundle Savings	\$4,155.51
Additional Savings	\$0.00
TOTAL SAVINGS	\$4,155.51

PAYMENT PLAN: Feb 2022		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Feb, 2022	\$2,473.76
Payment Total		\$2,473.76

PAYMENT PLAN: Oct 2022		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 2	Oct, 2022	\$2,473.77
Payment Total		\$2,473.77

PAYMENT PLAN: Oct 2023		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 3	Oct, 2023	\$2,473.77
Payment Total		\$2,473.77

PAYMENT PLAN: Oct 2024		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 4	Oct, 2024	\$2,473.77
Payment Total		\$2,473.77

BILLED ON FULFILLMENT		
PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$812.00

Quote Details

Bundle: AB3 Camera Bundle Quantity: 1 Start: 3/1/2022 End: 10/31/2025 Total: 699 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$699.00	\$699.00	\$699.00
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	2	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	2	\$0.00	\$0.00	\$0.00

Bundle: Dynamic Bundle Quantity: 1 Start: 11/1/2020 End: 2/28/2022 Total: 812 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	73951	OFFICER SAFETY PLAN 7 PLUS TRUE UP PAYMENT 1	1	\$50.75	\$50.75	\$812.00

Bundle: 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) Quantity: 1 Start: 3/1/2022 End: 10/31/2025 Total: 9196.08 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)

Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	1	\$80.00	\$55.10	\$55.10
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$5.00	\$3.44	\$151.53
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	3	\$38.00	\$26.17	\$78.52
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	3	\$38.00	\$26.17	\$78.52
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	\$1,720.00	\$1,184.66	\$1,184.66
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	1	\$49.00	\$33.75	\$33.75
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	1	\$49.00	\$33.75	\$33.75
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1	\$5.00	\$3.44	\$151.53
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	\$38.00	\$26.17	\$52.35
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	\$38.00	\$26.17	\$52.35
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	\$38.00	\$26.17	\$52.35
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	\$38.00	\$26.17	\$52.35
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2	\$38.00	\$26.17	\$52.35
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	\$38.00	\$26.17	\$52.35
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	\$38.00	\$26.17	\$52.35
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	\$38.00	\$26.17	\$52.35
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	\$38.00	\$26.17	\$52.35
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2	\$38.00	\$26.17	\$52.35
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	1	\$86.00	\$59.23	\$59.23
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2	\$38.00	\$26.17	\$52.35
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2	\$38.00	\$26.17	\$52.35
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2	\$38.00	\$26.17	\$52.35
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE,	2	\$38.00	\$26.17	\$52.35

		CLOSE QUART NS				
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	1	\$2.50	\$1.72	\$75.76
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	1	\$39.00	\$26.86	\$1,181.91
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	1	\$24.00	\$16.53	\$727.33
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	30	\$0.40	\$0.28	\$363.66
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	1	\$19.00	\$13.09	\$575.80
Records	73681	AXON RECORDS FULL	1	\$29.00	\$19.97	\$878.85
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	1	\$9.00	\$6.20	\$272.75
Redaction	73478	REDACTION ASSISTANT USER LICENSE	1	\$9.00	\$6.20	\$272.75
Auto Tagging	73682	AUTO TAGGING LICENSE	1	\$9.00	\$6.20	\$272.75
Performance	73739	PERFORMANCE LICENSE	1	\$9.00	\$6.20	\$272.75
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	1	\$249.00	\$171.50	\$171.50
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	2	\$1.00	\$0.69	\$1.38
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	\$11.67	\$8.04	\$353.66
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	1	\$755.00	\$520.01	\$520.01
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	1	\$790.00	\$544.12	\$544.12
Other	80395	EXT WARRANTY, TASER 7 HANDLE	1	\$6.25	\$4.30	\$142.06
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1	\$0.42	\$0.29	\$9.55

Hardware			
Requested Ship Date	Item	Description	QTY
02/01/2022	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1
02/01/2022	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1
02/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2022	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	1
02/01/2022	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	1
02/01/2022	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1
02/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	3
02/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	3
02/01/2022	20160	TASER 7 HOLSTER - SAFARILAND, RH+ CART CARRIER	1
02/01/2022	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	2
02/01/2022	74028	WING CLIP MOUNT, AXON RAPIDLOCK	2
02/01/2022	80395	EXT WARRANTY, TASER 7 HANDLE	1
02/01/2022	80464	EXT WARRANTY, CAMERA (TAP)	1
02/01/2022	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	2
02/01/2022	75015	SIGNAL SIDEARM KIT	1

02/01/2022	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2
02/01/2022	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2
02/01/2022	20018	TASER 7 BATTERY PACK, TACTICAL	1
02/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
02/01/2023	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2023	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
02/01/2024	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
02/01/2024	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2024	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2
02/01/2024	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2
02/01/2025	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2025	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
02/01/2026	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2026	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Signature

Date Signed

12/23/2021



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-345859-44553.590AS

Issued: 12/23/2021



Quote Expiration: 12/31/2021

EST Contract Start Date: 03/01/2022

Account Number: 478106

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery; Invoice-5458 Fm 2770 5458 Fm 2770 Kyle, TX 78640-8959 USA	Hays County Constable Pct. 2 712 S Stagecoach Trl San Marcos, TX 78666-5999 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Moore Phone: +1 4809052068 Email: mmoore@axon.com Fax: 480-905-2068	Patrick Chasse Phone: (512) 268-0785 Email: patrick.chasse@co.hays.tx.us Fax: (512) 268-4901

Program Length	44 Months
TOTAL COST	\$10,314.97
ESTIMATED TOTAL W/ TAX	\$10,314.97

Bundle Savings	\$4,057.62
Additional Savings	\$0.00
TOTAL SAVINGS	\$4,057.62

PAYMENT PLAN: Feb 2022		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Feb, 2022	\$3,302.60
Payment Total		\$3,302.60

PAYMENT PLAN: Oct 2022		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 2	Oct, 2022	\$2,337.46
Payment Total		\$2,337.46

PAYMENT PLAN: Oct 2023

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 3	Oct, 2023	\$2,337.46
Payment Total		\$2,337.46

PAYMENT PLAN: Oct 2024

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 4	Oct, 2024	\$2,337.46
Payment Total		\$2,337.46

Quote Details

Hardware

Requested Ship Date	Item	Description	QTY
02/01/2022	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	1
02/01/2022	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	2
02/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2022	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1
02/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	3
02/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	3
02/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
02/01/2022	20018	TASER 7 BATTERY PACK, TACTICAL	1
02/01/2022	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2
02/01/2022	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2
02/01/2022	75015	SIGNAL SIDEARM KIT	1
02/01/2022	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2
02/01/2022	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1
02/01/2022	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1
02/01/2022	80395	EXT WARRANTY, TASER 7 HANDLE	1
02/01/2022	80464	EXT WARRANTY, CAMERA (TAP)	1
02/01/2022	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	2
02/01/2023	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
02/01/2023	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2

02/01/2024	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
02/01/2024	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2
02/01/2024	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2
02/01/2024	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2025	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2025	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
02/01/2026	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
02/01/2026	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Signature

Date Signed

12/23/2021



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-363636-44554.673AS

Issued: 12/24/2021



Quote Expiration: 12/31/2021

EST Contract Start Date: 02/01/2022

Account Number: 463456

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-712 S Stagecoach Trl 712 S Stagecoach Trl San Marcos, TX 78666-5999 USA	Hays County Constable Pct. 3 712 S Stagecoach Trl San Marcos, TX 78666-5999 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: Email: asmith@taser.com Fax: (480) 463-2201	Jose Hernandez Phone: (512) 618-2719 Email: Fax:

Program Length	45 Months
TOTAL COST	\$9,405.03
ESTIMATED TOTAL W/ TAX	\$9,405.03

Bundle Savings	\$19,108.25
Additional Savings	\$0.00
TOTAL SAVINGS	\$19,108.25

PAYMENT PLAN: Jan 2022		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Jan, 2022	\$2,351.26
Payment Total		\$2,351.26

PAYMENT PLAN: Oct 2023		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 2	Oct, 2023	\$2,351.26

Payment Total	\$2,351.26
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PAYMENT PLAN: Oct 2024

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 3	Oct, 2024	\$2,351.26
Payment Total		\$2,351.26

PAYMENT PLAN: Oct 2025

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 4	Oct, 2025	\$2,351.26
Payment Total		\$2,351.26

Quote Details

Bundle: 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)		Quantity: 1	Start: 2/1/2022	End: 10/31/2025	Total:
9405.03 USD					
Category	Item	Description	QTY		
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	1		
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	1		
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	3		
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	3		
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1		
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	1		
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	1		
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1		
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1		
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1		
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2		
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2		
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2		
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2		
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2		
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2		
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2		
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2		

Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	1
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	1
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	1
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	1
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	10
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	1
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	1
Redaction	73478	REDACTION ASSISTANT USER LICENSE	1
Auto Tagging	73682	AUTO TAGGING LICENSE	1
Performance	73739	PERFORMANCE LICENSE	1
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	1
E.com Channel	80190	Evidence.com Channel Services	1
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	1
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	2
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	1
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	1
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1
Inactive Channel	80223	INACTIVE CHANNEL LICENSE	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	1
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

Hardware

Requested Ship Date	Item	Description	QTY
01/01/2022	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	1
01/01/2022	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

01/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
01/01/2022	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
01/01/2022	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
01/01/2022	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	1
01/01/2022	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	1
01/01/2022	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1
01/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	3
01/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	3
01/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
01/01/2022	80374	EXT WARRANTY, TASER 7 BATTERY PACK	1
01/01/2022	80395	EXT WARRANTY, TASER 7 HANDLE	1
01/01/2022	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1
01/01/2022	80464	EXT WARRANTY, CAMERA (TAP)	1
01/01/2022	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	2
01/01/2022	75015	SIGNAL SIDEARM KIT	1
01/01/2022	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
01/01/2022	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
01/01/2022	74200	TASER 7 6-BAY DOCK AND CORE	1
01/01/2022	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2
01/01/2022	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2
01/01/2022	20018	TASER 7 BATTERY PACK, TACTICAL	1
01/01/2023	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
01/01/2023	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
01/01/2024	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	2
01/01/2024	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
01/01/2024	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	2
01/01/2024	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
01/01/2025	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2
01/01/2025	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
01/01/2026	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	2
01/01/2026	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	2

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Signature

Date Signed

12/24/2021



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-336195-44551.827AS

Issued: 12/21/2021



Quote Expiration: 12/31/2021

EST Contract Start Date: 02/01/2022

Account Number: 496164

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-712 S Stagecoach Trl 712 S Stagecoach Trl San Marcos, TX 78666-5999 USA	Hays County District Courts - TX 712 S Stagecoach Trl San Marcos, TX 78666-5999 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: Email: asmith@taser.com Fax: (480) 463-2201	Tim Shaffer Phone: 512-393-7715 Email: tim.shaffer@co.hays.tx.us Fax:

Program Length	60 Months
TOTAL COST	\$1,613.20
ESTIMATED TOTAL W/ TAX	\$1,613.20

Bundle Savings	\$0.00
Additional Savings	\$0.00
TOTAL SAVINGS	\$0.00

Quote Details

Bundle: Dynamic Bundle Quantity: 1 Start: 2/1/2022 End: 10/31/2026 Total: 1613.2 USD						
Category	Item	Description	QTY	List Unit Price	Net Unit Price	Total(USD)
Other	11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK	1	\$73.67	\$73.67	\$73.67
Other	11010	XPPM, SPARE CARTRIDGE BATTERY PACK, X26P	1	\$83.08	\$83.08	\$83.08

Other	26701	XDPM, SPARE CARTRIDGE BATTERY PACK, X26	4	\$57.48	\$57.48	\$229.92
Other	22189	21 FT STANDARD CARTRIDGE, X26/X26P NS	2	\$31.72	\$31.72	\$63.44
Other	11002	BLACK X26P CEW, HANDLE	1	\$1,163.09	\$1,163.09	\$1,163.09

Hardware			
Requested Ship Date	Item	Description	QTY
10/01/2021	11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK	1
10/01/2021	11010	XPPM, SPARE CARTRIDGE BATTERY PACK, X26P	1
10/01/2021	11002	BLACK X26P CEW, HANDLE	1
10/01/2021	22189	21 FT STANDARD CARTRIDGE, X26/X26P NS	2
10/01/2021	26701	XDPM, SPARE CARTRIDGE BATTERY PACK, X26	4

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Signature

Date Signed

12/21/2021

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

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

January 4, 2022

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

January 4, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

SPONSOR

CO-SPONSOR

SHELL

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 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	January 4, 2022	TBD

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

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 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

January 4, 2022

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.