

**Commissioners Court March 8, 2022
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **8th day of March 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	5-6	Adopt a Proclamation declaring March 24, 2022 as World TB Day for Hays County. INGALSBE/T.CRUMLEY
2	7-9	Presentation of the Certificate of Achievement for Excellence in Financial Reporting to the Hays County Auditor's Office and the Award of Financial Reporting Achievement to the Hays County Auditor from the Government Finance Officers Association (GFOA). BECERRA/VILLARREAL-ALONZO
3	10-11	Adopt a Proclamation recognizing Rosalinda Moreno, a Gary Job Corps employee, on her service to the community. BECERRA
4	12	Update on the February Report of the Hill Country Mental Health and Developmental Disability Meeting by Charles Campise. BECERRA
5	13	Update by Director of Countywide Operations and Hays County Staff on the Emergency Rental Assistance Program (ERAP); possible discussion and/or action may follow. BECERRA

CONSENT ITEMS

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

6	14	Approve payments of County invoices. VILLARREAL-ALONZO
7	15	Approve payments of Juror checks. VILLARREAL-ALONZO
8	16	Approve the payment of United Healthcare claims. VILLARREAL-ALONZO
9	17-50	Approve Commissioners Court Minutes of January 18, 2022, February 1, 2022 and February 15, 2022. BECERRA/CARDENAS
10	51	Approve the payment of the March 15, 2022 payroll disbursements in an amount not to exceed \$3,175,000.00 effective March 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. BECERRA/RICHEY
11	52-68	Accept the 2021 Racial Profiling Report from the Hays County Constable Office, Precinct 1. INGALSBE/PETERSON
12	69	Approve the re-appointments of Joe Pendleton and Chuck Ware to Emergency Service District (ESD) #4 for two-year terms ending December 31, 2023. SHELL
13	70	Authorize the Building Maintenance Department to utilize insurance proceeds for HVAC repairs located at the Government Center and amend the budget accordingly. INGALSBE/T.CRUMLEY
14	71-72	Authorize the Juvenile Detention Center to purchase one (1) Waste Disposal with Leg Kit valued at \$2,986.33 and amend the budget accordingly. INGALSBE/LITTLEJOHN
15	73-78	Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Legacy Square Apartments, located in San Marcos, Hays County, Texas. INGALSBE

16	79-83	Approve renewal of RFP 2018-P10 County Wide Electrical Services with CT Electric and Ted Breihan Electric for one (1) additional year as stated in the original bid. BECERRA/T.CRUMLEY
17	84-87	Authorize payment to Cowboy Harley-Davidson of Austin in the amount of \$682.96 for the Hays County Constable, Pct. 4 Office in which no purchase order was issued as required per the Hays County Purchasing Policy. SMITH/HOOD
18	88-94	Authorize Security One to install a Cellular Communicator to the fire alarm system at the Precinct 5 building in the amount of \$800.00 and execute the updated system monitoring agreement. SMITH/T.CRUMLEY
19	95-100	Authorize the Recycling and Solid Waste Department to purchase a replacement OptiPlex 7090 Micro in the amount of \$1,022.00 or the Wimberley Recycling and Solid Waste office and amend the budget accordingly. SHELL/T.CRUMLEY
20	101-149	Authorize the County Judge to accept the Annual 2021 Wildlife Management Activities Report for Gay Ruby Dahlstrom Nature Preserve. JONES/CRUMLEY
21	150-220	Authorize the acceptance of a grant award from the Department of State Health Services for the FY23 Public Health Emergency Preparedness (PHEP) funding in the amount of \$126,721.00. INGALSBE/T.CRUMLEY
22	221-237	Accept the 2021 Racial Profiling Report from Hays County Constable Office Precinct 5. JONES/ELLEN
23	238-239	Ratify the acceptance of three (3) single-sided banners valued at \$600.00 from Lewis Signs to the Sheriff's Office for recruiting purposes and amend the budget accordingly. INGALSBE/CUTLER
24	240-255	Accept the 2021 Racial Profiling Report for the Hays County Sheriff's Office. INGALSBE/CUTLER
25	256	Approve out of state travel, utilizing the Sheriff's Office Continuing Education Funds, for Criminal Investigations Division Lieutenant Michael Briggs to attend the National Homeland Security Conference on July 11-14, 2022 in Cleveland, Ohio. INGALSBE/CUTLER
26	257	Approve out of state travel, utilizing the Sheriff's Office Continuing Education Funds, for Detective Mike Andrews to attend Force Science Certification on April 25-29, 2022 in Cleveland, Ohio. INGALSBE/CUTLER
27	258	Authorize the Sheriff's Office to use salary savings to cover price increases for FY 2022 bulletproof vests and amend the budget accordingly. SMITH/CUTLER
28	259	Approve and confirm the appointment of Thomas McGreevy as a regular full-time Deputy Constable in the Hays County Constable Precinct 3 Office. SHELL/MONTAGUE
29	260-287	Approve Utility Permits. SMITH/INGALSBE/BORCHERDING
30	288	Authorize the Sheriff's Office to use existing funds to purchase law enforcement tactical equipment totaling \$2,590.00 and amend the budget accordingly. SHELL/CUTLER
31	289-311	Authorize the County Judge to execute an annual renewal agreement between Hays County Building Maintenance and Johnson Controls in the amount of \$10,030.22. BECERRA/T.CRUMLEY
32	312-313	Approve an increase of \$600.00 in the change fund for the County Clerk's Office as recommended by the County Auditor per Texas Local Government Code 130.902 (d). BECERRA/CARDENAS
33	314-316	Ratify the execution of an Interlocal Cooperation Agreement between Hays County and Grimes County for housing and care of Hays County corrections inmates. INGALSBE/CUTLER
34	317	Approve the rejection of all bids related to IFB 2022-B08 Darden Hill at Sawyer Ranch Roundabout. SMITH/BORCHERDING
35	318-322	Authorize the County Judge to execute a Quote with Axon Enterprises, Inc. related to Cradlepoint Licenses for the Sheriff & Constable Offices and amend the budget accordingly. INGALSBE/MCGILL
36	323	Amend the Juvenile Detention Center budget for equipment and graphics needed for the Dodge Charger approved in the FY22 budget process. INGALSBE/LITTLEJOHN
37	324-326	Accept a \$500.00 donation for the Historical Kyle Depot from Danny and Karen Davis and amend the budget accordingly. JONES/K.JOHNSON
38	327-328	Amend the Constable Precinct 2 operating budget in the amount of \$1,588.00 for increased cost associated with an XL-200P Portable Radio for the new Deputy Constable approved in the FY22 budget. JONES/TORRES
39	329-333	Authorize the Information Technology Department to purchase additional Kace Quest Software Licenses from Dell Technologies related to Endpoint Compliance. INGALSBE/MCGILL
40	334-356	Accept, for the purposes of finalizing the Clerk's Record, the final version of the Agreement for Grant Management and Program Management Services for the Emergency Rental Assistance Program for Hays County. INGALSBE/SMITH
41	357-366	Authorize the Information Technology Department to purchase Laptops and Accessories for the Justice of the Peace Pct. 1-1, 1-2 and 3 Offices and amend the budget accordingly. INGALSBE/SHELL/MCGILL

42	367-368	Amend the District Attorney's operating budget in the amount of \$894.00 for increased cost associated with an XL-95P Portable Radio for the investigation division approved in the FY22 budget. INGALSBE/MAU
43	369	Authorize the purchase of 4 Chip Scanners at \$400.00 each to be used at each Commissioner's Precinct Office to reunite lost pets with their owners and amend the budget accordingly BECERRA

ACTION ITEMS

ROADS

44	370-371	Discussion and possible action to call for a public hearing on March 22, 2022 to reduce the current speed limit of 35 MPH to 25 MPH on Brangus Road and Nature View Loop in Rutherford West subdivision, per a recent traffic study. SMITH/BORCHERDING
45	372	Discussion and possible action to approve the selection of Pape Dawson Engineers, Inc. to perform Construction Engineering & Inspection (CE&I) services for the Winters Mill Parkway at RM 3237 Safety Improvements project in Precinct 3; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract. SHELL/BORCHERDING
46	373	Discussion and possible action to approve the selection of Pape Dawson Engineers, Inc. to perform Construction Engineering & Inspection (CE&I) services for the RM 12 at RM 3237 Safety Improvements project in Precinct 3; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract. SHELL/BORCHERDING

SUBDIVISIONS

47	374-375	PLN-1840-PC; Call for a Public Hearing on March 22, 2022 to discuss possible approval of the Deer Run Estates, Lots 18 and 21, Replat. SHELL/MACHACEK
48	376-379	PLN-1807-NP; Discussion and possible action to approve the final plat for Mount Gainor Estates subdivision. SHELL/MACHACEK
49	380-382	PLN-1810-NP; Discussion and possible action to approve the Preliminary Plan for the Flat Creek Reserve subdivision. SHELL/MACHACEK
50	383-385	PLN-1647-NP; Discussion and possible action to approve final plat of Anthem Phase 1C-1 Subdivision. JONES/PACHECO

MISCELLANEOUS

51	386-388	Discussion and possible action to adopt an Order and approve polling locations for the May 7, 2022, Constitutional Amendment election. BECERRA/DOINOFF
52	389-392	Discussion and possible action to authorize the execution of Amendment No. 4 to the Stop Loss Policy between Hays County and United Healthcare Insurance Company. BECERRA/MILLER
53	393-400	Discussion and possible action to authorize the Constable Precincts 2, 4 & 5 Offices to transfer \$884.00 each to the Sheriff's Office budget for the purchase of necessary tools and equipment to perform vehicle maintenance and repairs to Constable's Harley-Davidson motorcycle fleet and amend the budget accordingly. SMITH/HOOD
54	401-402	Discussion and possible action to approve the 2022 Sheriff & Constable Fees. BECERRA/CARDENAS
55	403-405	Discussion and possible action to authorize the Transportation Department to purchase four school zone flasher posts w/accessories in the amount of \$14,304.00 for the new Sunfield Elementary School and amend the budget accordingly. JONES/BORCHERDING
56	406	Discussion and possible action to authorize the Sheriff's Office to hire a Budget Coordinator, slot 0027-01 at the 50th percentile. SHELL/CUTLER
57	407-411	Discussion and possible action to authorize the County Judge to execute a Quote with Tyler Technologies related to the Brazos Ticket Writer iPhone Platform for Constable's Offices. INGALSBE/JONES/MCGILL
58	412	Discussion and possible action to authorize the Transportation Department to hire two (2) Road Maintenance Operator positions, slots 1075-011 & 1075-012 at the 40th percentile effective March 14, 2022. JONES/SHELL/BORCHERDING

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.

59	413	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 17.599 acres in fee simple from property located at 1401 Yarrington Road, owned by FM 158 Land, Ltd., a Texas limited partnership, and which is required for the construction of the proposed FM 110 North roadway improvements, and take other appropriate action. Possible discussion and/or action may follow in open court. INGALSBE
60	414	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court including but not limited to appointment and employment of the Hays County Fire Marshal (contingent upon an acceptable background check and acceptance of an offer of employment). BECERRA
61	415	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 Atlas. Possible discussion and/or action may follow in open Court. INGALSBE
62	416	Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. BECERRA
63	417	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease, use and/or value of real property owned by Hays County located at 120 Stagecoach Trail, San Marcos, Texas in Precinct 3. Possible discussion and/or action may follow in open court. SHELL
64	418	Executive Session pursuant to Sections 551.071: consultation with counsel and the Hays County Auditor regarding policies for tracking Hays County assets. Possible discussion and/or action may follow in open Court. BECERRA

STANDING AGENDA ITEMS

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

65	Discussion and possible action related to the burn ban. BECERRA
66	Discussion related to the Hays County inmate population, to include current population counts and costs. BECERRA
67	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
68	Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). BECERRA

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 4th day of March, 2022

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 March 24, 2022 as World TB Day for Hays County.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

March 22, 2022

AMOUNT REQUIRED

NA

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T. CRUMLEY

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

See attached proclamation.



**Proclamation declaring March 24, 2022
as World TB Day**

WHEREAS, One-quarter of the World's population is infected with Mycobacterium Tuberculosis (TB), and in 2020 some 10 million people became sick with TB disease; for the first time in over a decade, TB deaths have increased because of reduced access to TB diagnosis and treatment in the face of the COVID-19 pandemic; and

WHEREAS, in 2020 Tuberculosis caused disease in 882 residents in Texas – a rate of 3.0 per 100,000, a decrease of 23.6% from 2019, and 72 cases were reported from 14 out 30 counties that make up Region 7; Hays County reported 5, Travis County reported 32, Williamson reported 16, Bell reported 7; Travis County has the sixth most number of cases in the State of Texas; and

WHEREAS, Texas is only second to the state of California for the number of reported cases of TB according to the CDC; and risk factors affecting the elimination in Texas: high population of non-US born (63%), large Hispanic population (50%), border to Mexico which is number 1 out of the top 10 Countries, and large population affected by diabetes (24%); and

WHEREAS, multi-drug resistant TB cases in the U.S. was 56 in 2020, and Texas had 6 verified cases of multiple drug resistant forms of Tuberculosis, and the spread of these organisms nationally threatens to undermine our goal to ultimately eliminate Tuberculosis; and

WHEREAS, pulmonary TB is very contagious, and treatment for infected individuals is critical in halting the cycle of transmission just as treating the latent infection is critical to eliminating TB disease; and

WHEREAS, it is estimated that over one million Texas residents are infected with the bacterium, and though not currently contagious have a 10 percent lifetime risk of developing active disease if not treated preventively; finding these Texas residents is how we are going to eliminate TB and get Texas closer to the United States average of 2.2 cased in 2020, and

WHEREAS, the State of Texas and Hays County Local Health Department are united to support the individuals, families, and communities affected by TB, and renew our commitment to preventing the spread of TB by public awareness and continuing our preventive efforts; and

WHEREAS, "Invest to End TB, Save Lives" raises awareness about the international health threat presented by Tuberculosis, the Centers for Disease Control, the Texas Department of State Health Services Division of Tuberculosis elimination join with our Region 7 Tuberculosis prevention program, Hays County, and Hays County Local Health Department to invite all health providers and residents of Hays County, Texas to recognize World TB Day March 24, 2022.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim the 24th day of March, 2022 as:

World TB Day

ADOPTED THIS THE 8th DAY OF MARCH 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

Presentation of the Certificate of Achievement for Excellence in Financial Reporting to the Hays County Auditor's Office and the Award of Financial Reporting Achievement to the Hays County Auditor from the Government Finance Officers Association (GFOA).

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

March 8, 2021

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Marisol Villarreal-Alonzo

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (CAFR Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare comprehensive annual financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal.

This Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Hays County
Texas**

For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

September 30, 2019

Christopher P. Morill

Executive Director/CEO



**The Government Finance Officers Association of
the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Marisol Villarreal-Alonzo

Hays County Auditor

Hays County, Texas



The Award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the department or individual designated as instrumental in the government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morrell

Date: 1/14/2021

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Adopt a Proclamation recognizing Rosalinda Moreno, a Gary Job Corps employee, on her service to the community.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

March 8, 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



**PROCLAMATION
RECOGNIZING ROSALINDA MORENO DAY**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Rosalinda Mendoza Moreno was born and raised in Hays County, graduated from San Marcos High School, and attended Southwest Texas State University; and

WHEREAS, Mrs. Moreno's career started at Gary Job Corps Center on May 1976 as a Residential Living Clerk; and

WHEREAS, Mrs. Moreno continued with Gary Job Corps as the Administrative Assistant to the Deputy Center Director for twenty-two years, then promoted to the Executive Administrative Assistant to the Center Director, a position she has held for the last twenty-three years; and

WHEREAS, Ms. Moreno received the Gary Employee of the Month Award in 1995, 2000, and 2001, Service Award from Student Government in May 2000 and June 2001, Appreciation Award from the Gary College Program in June 2000 and has been a Notary Public for twenty-two years; and

WHEREAS, Ms. Moreno is an asset to the Gary Job Corps Community with her dedication to the students, allegiance to the Center's mission, and being consistently available to assist the Center's needs; and

WHEREAS, although Ms. Moreno will continue with what gives her the greatest fulfillment, service to others in Hays County, her talents and contributions to the Gary Job Corps Center will be sorely missed when she retires on March 11, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners does hereby proclaim March 11, 2022:

ROSALINDA MORENO DAY

And thank her for her service and best wishes upon her retirement!

ADOPTED THIS THE 8TH DAY OF MARCH 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

Update on the February Report of the Hill Country Mental Health and Developmental Disability Meeting by Charles Campise.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

March 8, 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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Update by Director of Countywide Operations and Hays County Staff on the Emergency Rental Assistance Program (ERAP); possible discussion and/or action may follow.

ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

MEETING DATE

March 8, 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

Additional information will be provided in Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve payment of County invoices.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 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

March 8, 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

March 8, 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 January 18, 2022, February 1, 2022 and February 15, 2022.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 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



JANUARY 18, 2022

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 18TH DAY OF JANUARY A.D., 2022, 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: Commissioner Shell joined the meeting via TEAMS

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ingalsbe gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

Clerks Note: Commissioner Jones arrived in court at 9:03 a.m. for the following proceedings.

PUBLIC COMMENTS

Rodrigo Amaya made a public comment regarding lack of accountability. Dan Lyon made a public comment concerning Craddock Ave. and the hog tail program. Christopher Calkins, AmVets First Vice, made a public comment on all the events the program has participated in. He ended with asking for the courts continued support. Michael Orlovski made a public comment in support of continuing to fund the Emergency Rental Assistance Program. Jody Linder made a public comment in support of continuing to fund the Emergency Rental Assistance Program. Griselda Vasquez made a public comment against the Emergency Rental Assistance Program. Megan Barbour made a public comment in support of continuing to fund the Emergency Rental Assistance Program.

37194 ADOPT A PROCLAMATION DECLARING JANUARY 2022 AS NATIONAL CRIME STOPPERS MONTH.

Rodrigo Amaya made a public comment regarding community safety. Commissioner Smith thanked the community for their help to law enforcement with this program. Sargent Jeff Jordan, Hays County Sheriff's Office, spoke on the program. He stated Hays County is the 7th county in Texas to establish the program. He introduced the chairman of the Hays County Crimestoppers program, Stuart Hoyt, who stated the community is safe. **A motion was made by Commissioner Smith, seconded by Commissioner Jones to adopt a proclamation declaring January 2022 and National Crime Stoppers Month. All present voted "Aye." MOTION PASSED.**

PRESENTATION RECOGNIZING THE COUNTY CLERK'S OFFICE FOR RECEIVING THE FIVE STAR EXEMPLARY AWARD FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS SECTION.

Elaine H. Cardenas, County Clerk, reviewed the criteria the office has met to receive this award and thanked her staff. Roxanne Rodriguez, Chief Deputy, thanked the staff for their work and noted this is the 4th 5 Star Exemplary Award received in the last 5 years. No action taken.

37195 APPROVE PAYMENTS OF COUNTY INVOICES.

Upon reopening this item, Marisol Alonzo, Auditor, asked for two checks to be added for payment to be dated today. The first is for \$450,116.00 and is related to the Purchase and Use Agreement that was just approved. The second is for \$209,397.00 also related to the Purchase and Use Agreement, dated today, made to Braun & Gresham, PLLC. **An amended motion was made by Judge Becerra, seconded by Commissioner Smith to approve payments of county invoices with 2 additional checks to be added per request of Auditors office. All present voted "Aye." MOTION PASSED.**



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Clerk's Note: Resolution #37195 was reopened at 1:23 p.m.

37196 APPROVE PAYMENTS OF JUROR CHECKS.

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

37197 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

37198 APPROVE COMMISSIONERS COURT MINUTES OF DECEMBER 7, 2021 AND DECEMBER 21, 2021.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve Commissioners Court minutes of December 7, 2021 and December 21, 2021. All present voted "Aye." MOTION PASSED.

37199 APPROVE THE PAYMENT OF THE JANUARY 31, 2022 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$4,200,000.00 EFFECTIVE JANUARY 31, 2022 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 Ingalsbe to approve the payment of the January 31, 2022 payroll disbursements in an amount not to exceed \$4,200,000.00 effective January 31, 2022 and post totals for wages, withholdings, deductions and benefits on the hays county website once finalized. All present voted "Aye." MOTION PASSED.

37200 AUTHORIZE THE COUNTY JUDGE TO USE HIS COMMUNITY PROGRAM EXPENSE FOR THE DUNBAR HERITAGE ASSOCIATION IN THE AMOUNT OF \$500.00.

Dan Lyon made a public comment against this item and gave alternative methods to give the association money. A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the County Judge to use his community program expense for the Dunbar Heritage Association in the amount of \$500.00. All present voted "Aye." MOTION PASSED.

37201 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE ANNUAL RENEWAL CONTRACT BETWEEN HAYS COUNTY AND AMERICAN AEROBIC MANAGEMENT SYSTEMS (AAMS) IN THE AMOUNT OF \$2,985.00 FOR THE ANNUAL MAINTENANCE AND INSPECTIONS OF ALL HAYS COUNTY SEPTIC SYSTEMS.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the County Judge to execute the annual renewal contract between hays county and American Aerobic Management Systems (AAMS) in the amount of \$2,985.00 for the annual maintenance and inspections of all Hays County septic systems. All present voted "Aye." MOTION PASSED.

37202 AUTHORIZE THE EXECUTION OF RESOLUTION AND SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, GENERAL VICTIM ASSISTANCE PROGRAM FOR THE HAYS COUNTY VICTIM ASSISTANCE FOR THE FAMILY JUSTICE CENTER IN THE AMOUNT OF \$49,860.97.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the execution of resolution and submission of a grant application to the Office of the Governor, Criminal Justice Division, General Victim Assistance Program for the Hays County Victim assistance for the family justice center in the amount of \$49,860.97. All present voted "Aye." MOTION PASSED.



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37203 APPROVE SPECIFICATIONS FOR RFQ 2022-Q01 ONION CREEK WATERSHED HYDRAULIC STUDY AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

Marcus Pacheco, Director of Development Services, gave clarification on this item. A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to approve specifications for RFQ 2022-Q01 Onion Creek Watershed Hydraulic Study and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.

37204 AUTHORIZE THE EXECUTION OF RESOLUTION AND GRANT APPLICATION SUBMITTAL TO THE OFFICE OF THE GOVERNOR, HOMELAND SECURITY GRANTS DIVISION FOR THE HAYS COUNTY HAZMAT TEAM MONITOR MAINTENANCE PROJECT IN THE AMOUNT OF \$10,000.00.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the execution of Resolution and grant application submittal to the Office of the Governor, Homeland Security Grants Division for the Hays County HazMat Team Monitor Maintenance project in the amount of \$10,000.00. All present voted "Aye." MOTION PASSED.

37205 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE SIXTH 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, PROVIDING ADDITIONAL STANDARDS FOR THE FIRST PHASE OF MULTIFAMILY DEVELOPMENT.

Rodrigo Amaya made a public comment. Commissioner Shell stated this is part of the process between the developer and the city. Jordan Powell, Assistant General Counsel, gave clarification on this item. A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the County Judge to execute the Sixth 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, providing additional standards for the first phase of multifamily development. All present voted "Aye." MOTION PASSED.

37206 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT BETWEEN HAYS COUNTY AND THE BUG MASTER FOR PEST CONTROL SERVICES FOR THE PUBLIC SAFETY BUILDING (PSB) AND THE UHLAND ROAD JAIL COMPLEX.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Agreement between Hays County and The Bug Master for pest control services for the Public Safety Building (PSB) and the Uhlund Road Jail Complex. All present voted "Aye." MOTION PASSED.

37207 APPROVE RENEWAL OF IFB 2020-B04 CONCRETE WITH BRAUNTEX MATERIALS AND LAUREN CONCRETE.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve renewal of IFB 2020-B04 Concrete with Brauntex Materials and Lauren Concrete. All present voted "Aye." MOTION PASSED.

37208 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AMENDMENT WITH WASTE CONNECTIONS LONE STAR, INC. PURSUANT TO IFB 2021-B12 COUNTYWIDE DUMPSTERS.

Dan Lyon made a public comment. Mark Kennedy, General Counsel, gave clarification on the selection process. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Contract Amendment with Waste Connections Lone Star, Inc. pursuant to IFB 2021-B12 Countywide Dumpsters. All present voted "Aye." MOTION PASSED.



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37209 ACCEPT CONTRIBUTIONS TOTALING \$13,175.00 ON BEHALF OF THE HAYS COUNTY CHILD PROTECTIVE BOARD AND AMEND THE BUDGET ACCORDINGLY.

Commissioner Ingalsbe thanked several individuals, families, and organizations for their contributions to the organization. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept contributions totaling \$13,175.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37210 ACCEPT A REVISED FEE SCHEDULE FOR THE JUVENILE DETENTION CENTER RELATED TO GED TESTING FEES FOR JUVENILES IN THE PLACEMENT FACILITY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept a Revised Fee Schedule for the Juvenile Detention Center related to GED Testing Fees for juveniles in the placement facility. All present voted "Aye." MOTION PASSED.

37211 AUTHORIZE THE EXECUTION OF RESOLUTION AND SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, JUSTICE ASSISTANCE GRANT PROGRAM FOR THE CONTINUATION OF THE HAYS COUNTY FOR THE MENTAL HEALTH CRISIS INTERVENTION PROGRAM IN THE AMOUNT OF \$58,405.90.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the execution of Resolution and submission of a grant application to the Office of the Governor, Criminal Justice Division, Justice Assistance Grant Program for the continuation of the Hays County for the Mental health Crisis Intervention program in the amount of \$58,405.90. All present voted "Aye." MOTION PASSED.

37212 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SERVICE AGREEMENT WITH CORNERSTONE DETENTION PRODUCTS INC. FOR THE SECURITY SYSTEM LOCATED AT THE JAIL.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the County Judge to execute a service agreement with Cornerstone Detention Products Inc. for the security system located at the Jail. All present voted "Aye." MOTION PASSED.

37213 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT TERMINATION NOTICE WITH CLIFFORD POWER SYSTEMS, INC. RELATED TO THE GENERATOR MAINTENANCE AGREEMENT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the County Judge to execute a Contract Termination Notice with Clifford Power Systems, Inc. related to the Generator Maintenance Agreement. All present voted "Aye." MOTION PASSED.

37214 AUTHORIZE THE ELECTIONS ADMINISTRATION OFFICE TO PURCHASE VIDEO STREAMING EQUIPMENT FOR ELECTIONS AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Elections Administration Office to purchase video streaming equipment for elections and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37215 APPROVE SPECIFICATIONS FOR RFP 2022-P06 EMERGENCY RENTAL ASSISTANCE PROGRAM – PROGRAM MANAGER AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.



Commissioner Ingalsbe stated she is happy that the court is moving forward with the solicitation to bring on a program manager to help more efficiently. Commissioner Smith stated he is excited to move forward and that he wants to see the money get to those who need it countywide. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve specifications for RFP 2022-P06 Emergency Rental Assistance Program – Program Manager and authorize Purchasing to solicit for bids and advertise. All present voted “Aye.” MOTION PASSED.**

37216 APPROVE RENEWAL OF IFB 2021-B04 LAWN & LANDSCAPE SERVICES WITH TEXAN LANDSCAPE, LLC.

Rodrigo Amaya made a public comment. Dan Lyon made a public comment. Mark Kennedy, General Counsel, stated the Sheriff's Office qualifies inmates to work as trustees. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve renewal of IFB 2021-B04 Lawn & Landscape Services with Texan Landscape, LLC. All present voted “Aye.” MOTION PASSED.**

AUTHORIZE THE COUNTY JUDGE TO EXECUTE INSTALLATION PROPOSALS WITH THE LOWER COLORADO RIVER AUTHORITY (LCRA) FOR P25 SITE ADDITIONS AND RE-PROGRAMMING EXISTING INFRASTRUCTURE AS WELL AS P25 700 MHZ RADIO MIGRATION AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH. 262.024(A)(7)(D).

Marisol Alonzo, Auditor, stated this item is not ready to move forward. Judge Becerra stated this item will be tabled. No action taken.

37217 DISCUSSION AND POSSIBLE ACTION TO AWARD CONTRACT FOR IFB 2022-B06 ROAD BUILDING MATERIALS-LIMESTONE ROCK ASPHALT, COLD MIX TO VULCAN CONSTRUCTION MATERIALS, LLC.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to award contract for IFB 2022-B06 Road Building Materials-Limestone Rock Asphalt, Cold Mix to Vulcan Construction Materials, LLC. All present voted “Aye.” MOTION PASSED.

37218 DISCUSSION AND POSSIBLE ACTION TO AWARD CONTRACT FOR IFB 2022-B07 ROAD BUILDING MATERIALS – HOT MIX THIN OVERLAY TO COLORADO MATERIALS, LTD. (PRIMARY VENDOR) AND ASPHALT INC. LLC, DBA LONE STAR PAVING COMPANY (SECONDARY VENDOR).

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to award contract for IFB 2022-B07 Road Building Materials – Hot Mix Thin Overlay to Colorado Materials, Ltd. (primary vendor) and Asphalt Inc. LLC, dba Lone Star Paving Company (secondary vendor). All present voted “Aye.” MOTION PASSED.

37219 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE ACCEPTANCE OF ROAD CONSTRUCTION & SURFACE DRAINAGE IMPROVEMENTS, RELEASE OF THE CONSTRUCTION BOND #CMS0344771 IN THE AMOUNT OF \$743,641.94, ACCEPTANCE OF THE 2-YEAR MAINTENANCE BOND #PB03016800715M IN THE AMOUNT OF \$732,254.05, AND ACCEPTANCE OF THE 1-YEAR REVEGETATION BOND #PB03016800715M IN THE AMOUNT OF \$31,129.80 FOR 6 CREEKS SUBD., PHASE 1, SECTION 8A.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to accept road construction & surface drainage improvements, release of the construction bond #CMS0344771 in the amount of \$743,641.94, acceptance of the 2-year maintenance bond #PB03016800715M in the amount of \$732,254.05, and acceptance of the 1-year revegetation bond #PB03016800715M in the amount of \$31,129.80 for 6 Creeks subd., Phase 1, Section 8A. All present voted “Aye.” MOTION PASSED.



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- 37220 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE ACCEPTANCE OF ROAD CONSTRUCTION & SURFACE DRAINAGE IMPROVEMENTS, RELEASE OF THE CONSTRUCTION BOND #0797172 IN THE AMOUNT OF \$1,197,784.00, ACCEPTANCE OF THE 2-YEAR MAINTENANCE BOND #EACX4020543 IN THE AMOUNT OF \$162,339.05, AND ACCEPTANCE OF THE 2-YEAR REVEGETATION BOND #EACX4020546 IN THE AMOUNT OF \$6,518.00 FOR SUNSET OAKS SUBD., SECTION 4, PHASE 1B.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept road construction & surface drainage improvements, release of the construction bond #0797172 in the amount of \$1,197,784.00, acceptance of the 2-year maintenance bond #EACX4020543 in the amount of \$162,339.05, and acceptance of the 2-year revegetation bond #EACX4020546 in the amount of \$6,518.00 for Sunset Oaks subd., Section 4, Phase 1B. All present voted "Aye." MOTION PASSED.

- 37221 PLN-1834-NP; WHISPERING OAKS RANCH SUBDIVISION (1 LOT). DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINAL PLAT.**

Marcus Pacheco, Director of Development Services, stated this has full staff recommendation. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the final plat. All present voted "Aye." MOTION PASSED.

- 37222 DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE RENAMING OF A STREET NAME AS ORIGINALLY PLATTED IN SUNSET CANYON, SECTION II-C SUBDIVISION.**

Commissioner Smith gave clarification on this item. A motion was made by Commissioner Smith, seconded by Commissioner Jones to accept the renaming of a street name as originally platted in Sunset Canyon, Section II-C Subdivision. All present voted "Aye." MOTION PASSED.

- 37223 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE JOINT ELECTION RESOLUTION FOR THE CONDUCT OF THE JOINT PRIMARY ELECTION BEING HELD BY THE REPUBLICAN PARTY AND DEMOCRATIC PARTY ON MARCH 1, 2022.**

Elaine H. Cardenas, County Clerk, read the resolution in open court. Jennifer Anderson, Elections Administrator, stated this is a standard resolution. Judge Becerra gave the recommendation of not having anyone tied to candidates working on elections efforts. Jennifer Anderson stated that rule is in statute. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to approve the joint election resolution for the conduct of the joint primary election being held by the Republican party and Democratic party on March 1, 2022. All present voted "Aye." MOTION PASSED.

- 37224 DISCUSSION AND POSSIBLE ACTION TO AWARD RFP 2021-P04 MEDICAL SERVICES: JAIL & JUVENILE DETENTION CENTER TO WELLPATH, LLC.; AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to award RFP 2021-P04 Medical Services: Jail & Juvenile Detention Center to Wellpath, LLC.; and authorize staff and general counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

- 37225 DISCUSSION AND POSSIBLE ACTION TO AWARD CONTRACT FOR IFB 2022-B05 COUNTYWIDE PORTABLE TOILETS AND HANDWASHING STATIONS RENTAL SERVICES TO UNITED SITE SERVICES OF TEXAS, INC.**

Rodrigo Amaya made a public comment regarding the backup attached. Marisol Alonzo, Auditor, provided clarification on the backup. A motion was made by Commissioner Jones, seconded by Commissioner Smith to award contract for IFB 2022-B05 Countywide Portable Toilets and Handwashing Stations Rental Services to United Site Services of Texas, Inc. All present voted "Aye." MOTION PASSED.



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37226 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A HEALTH CARE SERVICES AGREEMENT BETWEEN HAYS COUNTY AND ASCENSION SETON DBA ASCENSION SETON HAYS REGARDING PARTICIPATION IN THE DRUG DISCOUNT PROGRAM KNOWN AS THE 340B PROGRAM.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Health Care Services Agreement between Hays County and Ascension Seton dba Ascension Seton Hays regarding participation in the drug discount program known as the 340B Program. All present voted "Aye." MOTION PASSED.

37227 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SERVICE ORDER AGREEMENT WITH GRANDE COMMUNICATIONS NETWORKS, LLC RELATED TO DATA, PHONE AND SECURITY SERVICES AT THE NEW FACILITY LOCATED AT 120 STAGECOACH TRAIL IN SAN MARCOS.

Jeff McGill, Director of I.T., stated there is a 90 day build out for construction which is why they wanted on the agenda as soon as possible. He stated this is the same circuit at all the buildings and that it is just extending the network to that address. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the County Judge to execute a Service Order Agreement with Grande Communications Networks, LLC related to data, phone and security services at the new facility located at 120 Stagecoach Trail in San Marcos. All present voted "Aye." MOTION PASSED.

37228 DISCUSSION AND POSSIBLE ACTION TO ADOPT A RESOLUTION AUTHORIZING THE EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVE SET-ASIDE (TASA) PROJECT.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Resolution authorizing the execution of an Advance Funding Agreement (AFA) with Texas Department of Transportation for a Transportation Alternative Set-Aside (TASA) project. All present voted "Aye." MOTION PASSED.

DISCUSSION AND POSSIBLE ACTION TO CREATE AN RFQ TO BRING BROADBAND TO RURAL PARTS OF HAYS COUNTY USING AMERICAN RESCUE PLAN ACT, STATE, AND/OR BUILD BACK BETTER FUNDS.

Judge Becerra asked Marisol Alonzo, Auditor, how the court can best guide them to get the ball rolling. Judge Becerra stated he will reach out to I.T. to shape an RFQ. No action taken.

37229 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE TEXAS WATER TRADE (TWT) TO COMPLETE AND SUBMIT AN APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD (TWDB) ON BEHALF OF HAYS COUNTY FOR USE OF THE CLEAN WATER STATE REVOLVING FUND FOR FINANCING OF UP TO \$25,000,000 FOR WATER QUALITY PROTECTION LANDS AND AMEND THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND TWT TO EXTEND THE PROJECT COMPLETION DATE TO DECEMBER 31, 2022.

Mark Kennedy, General Counsel, stated because of program limitations, the cap is \$17,500,000.00, not \$25,000,000. It is an extension of time and an addition of \$4,400.00 to the compensation cap which was \$38,000.00 and is now \$42,400.00. Commissioner Shell gave clarification on this item. A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the Texas Water Trade (TWT) to complete and submit an application to the Texas Water Development Board (TWDB) on behalf of Hays County for use of the Clean Water State Revolving Fund for financing of up to the cap for water quality protection lands and amend the Professional Services Agreement between Hays County and TWT to extend the project completion date to December 31, 2022. All present voted "Aye." MOTION PASSED.

Clerk's Note: Executive Session began at 11:12 AM and resumed back into open court at 1:24 PM.



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37230 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, LEASE AND/OR VALUE OF RIGHT OF WAY LOCATED AT OR NEAR DARDEN HILL ROAD IN PCT. 4. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Possession and Use Agreement between Hays County and John Deangelo and Sharon Burba as presented in Executive Session and related to the acquisition of right-of way along Darden Hill Road, in Precinct 4. All present voted "Aye." MOTION PASSED.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Possession and Use agreement between Hays County and O.C. Ranch Ltd, a Texas Limited Partnership, as presented in Executive Session and related to the acquisition of right-of way along Darden Hill Road, in Precinct 4. All present voted "Aye." MOTION PASSED.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a right-of-way agreement between Hays County and Dripping Springs I.S.D. related to acquisition of right-of way along Darden Hill Road, (CR 162), in Precinct 4, as finalized by the Office of General Counsel. All present voted "Aye." MOTION PASSED.

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

No action taken.

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 AND PROJECT SHAMROCK. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT. JONES

No action taken.

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 OWNED BY HAYS COUNTY LOCATED ALONG VETERANS DRIVE, KYLE IN PCT. 2 & 3. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action taken.

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.

No action taken.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE DELIBERATION REGARDING EMPLOYMENT AND DUTIES OF ALL POSITIONS WITHIN THE HAYS COUNTY TRANSPORTATION DEPARTMENT. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action taken.



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- 37231 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 OWNED BY HAYS COUNTY LOCATED ALONG 712 S. STAGECOACH TRAIL, SAN MARCOS IN PCT. 3. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

Commissioner Ingalsbe asked that the producer, Office of General Counsel and Countywide Operations coordinate with Courts to find a space. It's estimated 3-4 hours of filming for the series True Convictions. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Location Agreement and Release between Hays County and Weinberger Media/Discovery Communications LLC, related to the use of Hays County Government Center, located at 712 S. Stagecoach Trail in San Marcos, Texas for filming. All present voted "Aye." MOTION PASSED.

- 37232 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO CONSIDER A RESOLUTION DETERMINING THE NECESSITY AND AUTHORIZING THE USE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE APPROXIMATELY 0.0646 ACRES IN FEE SIMPLE FROM PROPERTY LOCATED ALONG CR266 (CENTERPOINT TO RATTLER), OWNED BY MARY ANN NATAL, AND WHICH IS REQUIRED FOR IMPROVING COUNTY ROAD 266 AS PART OF THE HAYS COUNTY ROAD BOND PROGRAM, AND TAKE OTHER APPROPRIATE ACTION (PARCEL 13). POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize adoption and execution of a Resolution of the County of Hays, Texas, declaring the public necessity for acquiring by condemnation the fee simple title to certain described property; that being 0.0646 acres of land which is part of 4.153 acres as recorded in Volume 225, Page 309 of the Official Public Records of Hay County for the purpose of improving CR 266 as part of the Hays County Road Bond program and offering the condemnation of said property to proceed. All present voted "Aye." MOTION PASSED.

DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.

Mike Jones, Director of the Office of Emergency Services, provided the court an update on COVID testing and vaccinations. Judge Becerra stated there is currently still no burn ban. No action taken.

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

Rodrigo Amaya made a public comment concerning Red River County as a jail that is used for housing inmates which is listed as non-compliant since October 2021 on the State Jail Commission website. Judge Becerra asked the Auditor's office what can be done if the jail we are outsourcing to is non-compliant. Marisol Alonzo, Auditor, explained the process of issuing payments for service provided and the nonpayment to these facilities if the jail is not in compliance. Commissioner Ingalsbe stated she contacted Chief Davenport, Hays County Sheriff's Office, for further explanation. The violation has been corrected but has not been updated. Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering actual capacity to 368 inmates. The jail's daily average was 619, with a peak of 629 on January 12, 2022. The estimated cost for outsourcing inmates this week was \$94,460.00. The average number of outsourced males is 188 and females is 13. This week's inmates were housed in the following counties: Atascosa, Blanco, Comal, Fort Bend, Guadalupe, Maverick and Red River. The number of "paper-ready" inmates who are now wardens of the state is 20. No action taken.

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

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



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ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 1:24 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on January 18, 2022.



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





FEBRUARY 1, 2022

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 1ST DAY OF FEBRUARY A.D., 2022, IN THE HAYS COUNTY COURTHOUSE, 111 E. SAN ANTONIO ST., SUITE 301, SAN MARCOS, TEXAS, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ingalsbe gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Jeff Thompson from the Corridor Interfaith Alliance for Families made a public comment thanking the court for their support of the Capital Idea Scholarship Program and a Public Defender Office and urged the court to continue working on the Emergency Rental Assistance (ERA) Program. Nancy Heintz made a public comment about the ERA's low staff numbers and long application process and asked for an efficient use of funds. Sandra Londa made a public comment against the loss of ERA funds. Pam Zivley made a public comment inquiring about the ERA's process for distributing funds and the hiring of a new manager. Dan Lyon made a public comment against the Greater San Marcos Partnership and advocated for the County's homeless population. Elaine Cardenas, County Clerk, read a public comment emailed by Laura Ewing in favor of the ERA and assisting the homeless. Wesley Matthews, ERA Program Manager, made a public comment asking for more case workers and resources for the program. Will Webber made a public comment regarding the problem of homelessness and ERA program improvements. Elle Cross made a public comment in support of the ERA and asked for better management. Sam Benavides made a public comment against ERA inefficiency and asked for more staff and resources. Mindy Webber made a public comment in favor of extending the ERA program for 3 months to 1 year and shared an ERA success story.

37233 ADOPT A PROCLAMATION DECLARING HAYS COUNTY A PURPLE HEART COUNTY.

Commissioner Smith stated this is similar to what other counties do and will allow for designated parking for Purple Heart recipients at county facilities. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt a Proclamation declaring Hays County a Purple Heart County. All present voted "Aye." MOTION PASSED.**

37234 ADOPT A PROCLAMATION RECOGNIZING FEBRUARY 2022 AS DATING VIOLENCE AWARENESS AND PREVENTION MONTH.

Judge Becerra commented that this Proclamation should apply to all types of relationships. Melissa Rodriguez, Hays-Caldwell Women's Center (HCWC) Executive Director, spoke about the organization's work and invited the public to the Dating Violence Mock Trial in Dripping Springs on February 25th. Commissioner Smith spoke in support of the Mock Trial and the Adult Sexual Abuse Task Force. Commissioner Ingalsbe thanked the HCWC. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation recognizing February 2022 as Dating Violence Awareness and Prevention Month. All present voted "Aye." MOTION PASSED.**

37235 ADOPT A PROCLAMATION RECOGNIZING FEBRUARY 2022 AS SPAY/NEUTER AWARENESS MONTH.



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Elaine Cardenas, County Clerk, read a public comment emailed by Nicola Ladkin thanking the court for the Proclamation and their support for the Hays County No-Kill Initiative. Sharri Boyett, the Court Appointed Animal Advocacy Advisor, discussed how spaying/neutering pets helps individuals who are homeless obtain housing and described the Trap Neuter Return strategy for cats. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation recognizing February 2022 as Spay/Neuter Awareness Month. All present voted "Aye." MOTION PASSED.**

37236 ADOPT A PROCLAMATION RECOGNIZING THE MONTH OF FEBRUARY 2022 AS BLACK HISTORY MONTH IN HAYS COUNTY.

Pastor Jonafa Banbury, Dunbar Heritage Association Secretary, spoke about the Black History Month events occurring this month. Sandra Bryant spoke about the Buda Black History Celebration on February 19th and its focus on health and wellness. Dex Ellison, City of Kyle Councilman, spoke about the 5th edition of the Dialogue for Peace and Progress occurring on February 4th. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt a Proclamation recognizing the month of February 2022 as Black History Month in Hays County. All present voted "Aye." MOTION PASSED.**

PRESENTATION BY TOLL BROTHERS REPRESENTATIVES REGARDING THE SAVANNAH ESTATES SUBDIVISION, WHICH IS THE NEXT PLANNED PHASE OF THE WATERRIDGE DEVELOPMENT NEAR STAGECOACH ROAD IN KYLE, TEXAS (PRECINCT 3).

Mike Boswell, Vice President of Land and Development at Toll Brothers, gave a presentation on the Savannah Estates Subdivision. No action taken.

37237 APPROVE PAYMENTS OF COUNTY INVOICES.

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

37238 APPROVE PAYMENTS OF JUROR CHECKS.

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

37239 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

37240 APPROVE COMMISSIONERS COURT MINUTES OF JANUARY 4, 2022.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of January 4, 2022. All present voted "Aye." MOTION PASSED.

37241 APPROVE THE PAYMENT OF THE FEBRUARY 15, 2022 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$3,155,000.00 EFFECTIVE FEBRUARY 15, 2022 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the payment of the February 15, 2022 payroll disbursements in an amount not to exceed \$3,155,000.00 effective February 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.



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- 37242 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE TEXAS HISTORICAL COMMISSION ANTIQUITIES PERMIT APPLICATION FOR HISTORIC BUILDINGS AND STRUCTURES AS PART OF THE CAMERA/SECURITY UPGRADE BEING PERFORMED ON THE HAYS COUNTY HISTORICAL COURTHOUSE.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute the Texas Historical Commission Antiquities Permit Application for Historic Buildings and Structures as part of the camera/security upgrade being performed on the Hays County Historical Courthouse. All present voted "Aye." MOTION PASSED.

- 37243 AUTHORIZE PAYMENT TO WALDRIP INSURANCE AGENCY FOR \$875.00 RELATED TO BOND RENEWAL FEE FOR ELAINE CARDENAS, COUNTY CLERK, IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize payment to Waldrup Insurance Agency for \$875.00 related to Bond Renewal Fee for Elaine Cardenas, County Clerk, in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.

- 37244 AUTHORIZE THE ACCEPTANCE OF A NO-COST TIME EXTENSION FOR THE DEPARTMENT OF STATE HEALTH SERVICES COVID-19 COOPERATIVE AGREEMENT GRANT.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the acceptance of a no-cost time extension for the Department of State Health Services COVID-19 Cooperative Agreement Grant. All present voted "Aye." MOTION PASSED.

- 37245 AUTHORIZE PAYMENT TO WALDRIP INSURANCE AGENCY FOR \$875.00 RELATED TO THE BOND RENEWAL FEE FOR THE COUNTY JUDGE IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize payment to Waldrup Insurance Agency for \$875.00 related to the Bond Renewal Fee for the County Judge in which no purchase order was issued as required per County Purchasing Policy. All present voted "Aye." MOTION PASSED.

- 37246 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE ANNUAL AGREEMENT BETWEEN PLATEAU LAND & WILDLIFE MANAGEMENT AND HAYS COUNTY IN THE AMOUNT OF \$3,188.24 FOR ANNUAL WILDLIFE MANAGEMENT SERVICES FOR THE DAHLSTROM PUBLIC ACCESS AREA.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute the annual agreement between Plateau Land & Wildlife Management and Hays County in the amount of \$3,188.24 for annual wildlife management services for the Dahlstrom Public Access Area. All present voted "Aye." MOTION PASSED.

- 37247 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A GENERAL AND NO LITIGATION CERTIFICATE OF HAYS RELATED TO THE ISSUANCE OF BONDS BY CAPITAL AREA HOUSING FINANCE CORPORATION FOR MISSION TRAIL AT EL CAMINO REAL APARTMENTS, SAN MARCOS, HAYS COUNTY, TEXAS.**

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Mission Trail at El Camino Real Apartments, San Marcos, Hays County, Texas. All present voted "Aye." MOTION PASSED.



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- 37248 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A GENERAL AND NO LITIGATION CERTIFICATE OF HAYS RELATED TO THE ISSUANCE OF BONDS BY CAPITAL AREA HOUSING FINANCE CORPORATION FOR LAKELINE APARTMENTS PROJECT, LOCATED IN LEANDER, WILLIAMSON COUNTY, TEXAS.**

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

- 37249 AMEND VARIOUS DEPARTMENTAL OPERATING, SPECIAL REVENUE AND CAPITAL PROJECT BUDGETS IN PREPARATION FOR THE COUNTY'S FY 2021 YEAR-END PROCESS.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to amend various departmental operating, special revenue and capital project budgets in preparation for the County's FY 2021 year-end process. All present voted "Aye." MOTION PASSED.

- 37250 AUTHORIZE THE EXTENSION OFFICE TO PURCHASE ONE (1) REPLACEMENT OPTIPLEX 7090 DESKTOP COMPUTER VALUED AT \$1,022.00 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Extension Office to purchase one (1) replacement OptiPlex 7090 Desktop Computer valued at \$1,022.00 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 37251 AMEND THE TRANSPORTATION DEPARTMENT'S BUDGET FOR ROAD-BUILDING MATERIALS VALUED AT \$33,544.00 TO RECEIVE APPROXIMATELY 400 TONS OF LIMESTONE ROCK ASPHALT, TYPE II, GRADE DS MATERIAL FROM THE TEXAS DEPARTMENT OF TRANSPORTATION THROUGH THEIR 2022 COUNTY ASSIST SURPLUS PROGRAM, AND ADD TO THE DEPARTMENT'S INVENTORY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to amend the Transportation Department's budget for road-building materials valued at \$33,544.00 to receive approximately 400 tons of Limestone Rock Asphalt, Type II, Grade DS material from the Texas Department of Transportation through their 2022 County Assist Surplus Program, and add to the department's inventory. All present voted "Aye." MOTION PASSED.

- 37252 APPROVE UTILITY PERMITS.**

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

- 37253 AUTHORIZE THE TRANSPORTATION DEPARTMENT TO ADD A \$45.00 MONTHLY TELEPHONE ALLOWANCE FOR THE ROAD MAINTENANCE LEAD, SLOT NUMBER 1055-007 EFFECTIVE FEBRUARY 1, 2022 AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Transportation Department to add a \$45.00 monthly telephone allowance for the Road Maintenance Lead, slot number 1055-007 effective February 1, 2022 and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 37254 AUTHORIZE THE EXECUTION OF A RESOLUTION FOR THE OFFICE OF THE GOVERNOR, STATE CRIMINAL JUSTICE PLANNING FUNDS - SPECIALTY COURTS PROGRAM.**



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A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the execution of a resolution for the Office of the Governor, State Criminal Justice Planning Funds - Specialty Courts Program. All present voted "Aye." MOTION PASSED.

37255 AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION TO THE LOWER COLORADO RIVER AUTHORITY (LCRA) COMMUNITY DEVELOPMENT PARTNERSHIP PROGRAM (CDPP) IN THE AMOUNT OF \$4,526.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the submission of a grant application to the Lower Colorado River Authority (LCRA) Community Development Partnership Program (CDPP) in the amount of \$4,526.00. All present voted "Aye." MOTION PASSED.

37256 AUTHORIZE PAYMENT FOR PROFESSIONAL SERVICES PROVIDED BY DR. ANTHONY TZOUMAS, PH. D IN THE AMOUNT OF \$545.00, WHERE NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE COUNTY PURCHASING POLICY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize payment for professional services provided by Dr. Anthony Tzoumas, Ph. D in the amount of \$545.00, where no purchase order was issued as required per the County Purchasing Policy. All present voted "Aye." MOTION PASSED.

37257 AUTHORIZE THE SHERIFF'S OFFICE TO USE SALARY SAVINGS TO ORDER TRAINING AMMUNITION AND AMEND THE BUDGET ACCORDINGLY.

Dan Lyon made a public comment against the cost and amount of ammunition. Commissioner Smith clarified that military-grade ammunition is used. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Sheriff's Office to use salary savings to order training ammunition and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37258 AUTHORIZE THE EXECUTION OF A RESOLUTION AND THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, FY23 VICTIM ASSISTANCE, FIRST RESPONDER MENTAL HEALTH PROGRAM IN THE AMOUNT OF \$10,650.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, FY23 Victim Assistance, First Responder Mental Health Program in the amount of \$10,650.00. All present voted "Aye." MOTION PASSED.

37259 AUTHORIZE PAYMENT TO TUFF MATE GLOVES IN THE AMOUNT OF \$503.40 FOR THE TRANSPORTATION DEPARTMENT RELATED TO THE PURCHASE OF WORK GLOVES WHERE NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.

Dan Lyon made a public comment against the cost and use of gloves made from animal products. Judge Becerra clarified that anything that costs more than \$500 must go to court for approval even if it is allocated for in the County budget. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize payment to Tuff Mate Gloves in the amount of \$503.40 for the Transportation Department related to the purchase of work gloves where no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.

37260 APPROVE SPECIFICATIONS FOR IFB 2022-B04 CEMETERY MAINTENANCE AND AUTHORIZE PURCHASING TO SOLICIT FOR BIDS AND ADVERTISE.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve specifications for IFB 2022-B04 Cemetery Maintenance and authorize Purchasing to solicit for bids and advertise. All present voted "Aye." MOTION PASSED.



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- 37261 AUTHORIZE THE COUNTY JUDGE TO EXECUTE FIRST AMENDMENT TO A CONTRACT BETWEEN HAYS COUNTY AND LONE STAR SITEWORK, LLC. PURSUANT TO IFB 2021-B09 US 290 W - HENLY LOOP.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute First Amendment to a Contract between Hays County and Lone Star Sitework, LLC. pursuant to IFB 2021-B09 US 290 W - Henly Loop. All present voted "Aye." MOTION PASSED.

- 37262 AUTHORIZE THE SUBMISSION OF A RENEWAL INTERLOCAL APPLICATION TO THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE IMMUNIZATION/LOCALS PROGRAM FOR FY2023, IN THE AMOUNT OF \$192,341.00.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the submission of a Renewal Interlocal Application to the Department of State Health Services (DSHS) for the Immunization/Locals Program for FY2023, in the amount of \$192,341.00. All present voted "Aye." MOTION PASSED.

- 37263 AUTHORIZE PAYMENT TO WATER & EARTH TECHNOLOGIES, INC FOR \$1,610.00 FOR REPAIRS MADE TO THE LOW WATER CROSSING AT 50040 CREEK ROAD AT ONION CREEK WHERE NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER COUNTY PURCHASING POLICY, AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH. 262.024(A)(7)(D).**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize payment to Water & Earth Technologies, Inc for \$1,610.00 for repairs made to the low water crossing at 50040 Creek Road at Onion Creek where no purchase order was issued as required per County Purchasing Policy, and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D). All present voted "Aye." MOTION PASSED.

- 37264 AUTHORIZE THE HUMAN RESOURCES OFFICE TO RE-GRADE ALL ASSOCIATE JUDGE POSITIONS WITHIN THE DISTRICT COURTS FROM GRADE 119 TO 120 EFFECTIVE FEBRUARY 1, 2022.**

Shari Miller, Human Resources Director, explained that this item will have no fiscal impact. Commissioner Shell clarified that this item will not affect the pay of any judges. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Human Resources Office to re-grade all Associate Judge positions within the District Courts from grade 119 to 120 effective February 1, 2022. All present voted "Aye." MOTION PASSED.

- 37265 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN HAYS COUNTY AND GATEWAY TX DS, LLC FOR SUBDIVISION AND DEVELOPMENT OF A PARCEL LOCATED OFF HAYS COUNTRY ACRES ROAD IN PRECINCT 4, ORIGINALLY EXECUTED ON OR ABOUT NOVEMBER 22, 2016 AND 1ST AMENDED ON OR ABOUT JULY 12, 2021.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute the Second Amendment to the Development Agreement between Hays County and Gateway TX DS, LLC for subdivision and development of a parcel located off Hays Country Acres Road in Precinct 4, originally executed on or about November 22, 2016 and 1st amended on or about July 12, 2021. All present voted "Aye." MOTION PASSED.

- 37266 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE TWO TIA CONTRIBUTION AGREEMENTS WITH LENNAR HOMES LAND & CONSTRUCTION FOR OFF-SITE ROAD IMPROVEMENTS RELATED TO SUNSET OAKS PHASE 1A (144 RESIDENTIAL LOTS), AND SUNSET OAKS PHASE 1B (123 RESIDENTIAL LOTS) IN PRECINCT 1.**



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Commissioner Ingalsbe stated this item will help achieve needed safety improvements. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the county judge to execute two TIA Contribution Agreements with Lennar Homes Land & Construction for off-site road improvements related to Sunset Oaks Phase 1A (144 residential lots), and Sunset Oaks Phase 1B (123 residential lots) in Precinct 1. All present voted "Aye." MOTION PASSED.

37267 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A TIA CONTRIBUTION AGREEMENT WITH ARROYO CAP11-1, LLC FOR OFF-SITE ROAD IMPROVEMENTS RELATED TO HYMEADOW SECTION 2 PHASE 1 (81 RESIDENTIAL LOTS), AND HYMEADOW SECTION 2 PHASE 2 (87 RESIDENTIAL LOTS) IN PRECINCT 1.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the county judge to execute a TIA Contribution Agreement with Arroyo Cap11-1, LLC for off-site road improvements related to Hymeadow Section 2 Phase 1 (81 residential lots), and Hymeadow Section 2 Phase 2 (87 residential lots) in Precinct 1. All present voted "Aye." MOTION PASSED.

37268 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO SIGN A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND WSB AND ASSOCIATES FOR ENGINEERING SERVICES RELATED TO THE HIGHWAY SAFETY IMPROVEMENT (HSIP) GRANT FOR WINTERS MILL PARKWAY (ILLUMINATION AND PAVEMENT MARKINGS) IN PRECINCT 3.

Commissioner Shell provided details for the item. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to sign a Professional Services Agreement between Hays County and WSB and Associates for engineering services related to the Highway Safety Improvement (HSIP) Grant for Winters Mill Parkway (illumination and pavement markings) in Precinct 3. All present voted "Aye." MOTION PASSED.

37269 DISCUSSION AND POSSIBLE ACTION TO CONSIDER THE RELEASE OF THE MAINTENANCE BOND #050104Y IN THE AMOUNT OF \$28,303.26, RELEASE OF THE REVEGETATION BOND #064816P IN THE AMOUNT OF \$14,571.85, AND THE ACCEPTANCE OF ROADS INTO THE COUNTY ROAD MAINTENANCE SYSTEM FOR REUNION RANCH SUBDIVISION, PHASE 3, SECTION 3.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the release of maintenance bond #050104Y in the amount of \$28,303.26, release of the revegetation bond #064816P in the amount of \$14,571.85, and the acceptance of roads into the county road maintenance system for Reunion Ranch subdivision, Phase 3, Section 3. All present voted "Aye." MOTION PASSED.

37270 DISCUSSION AND POSSIBLE ACTION TO CALL FOR A PUBLIC HEARING ON FEBRUARY 15, 2022 TO ESTABLISH A 3-WAY STOP LOCATION ON PURGATORY ROAD AT THE INTERSECTION WITH HUGO ROAD.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for a public hearing on February 15, 2022 to establish a 3-way stop location on Purgatory Road at the intersection with Hugo Road. All present voted "Aye." MOTION PASSED.

37271 DISCUSSION AND POSSIBLE ACTION TO ACCEPT FISCAL SURETY FOR THE STREET AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$1,973,434.14 FOR SUNSET OAKS, SECTION 4, PHASE 2B SUBDIVISION (BOND NO. 30142525).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept fiscal surety for the street and drainage improvements in the amount of \$1,973,434.14 for Sunset Oaks, Section 4, Phase 2B Subdivision (Bond No. 30142525). All present voted "Aye." MOTION PASSED.



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- 37272 PLN-1658-PC; CALL FOR A PUBLIC HEARING ON FEBRUARY 15, 2022 TO DISCUSS FINAL ACTION REGARDING THE BOOKY T SUBDIVISION, LOT 1, REPLAT.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for a Public Hearing on February 15, 2022 to discuss final action regarding the Booky T Subdivision, Lot 1, Replat. All present voted "Aye." MOTION PASSED.

- 37273 DISCUSSION AND POSSIBLE ACTION TO ACCEPT FISCAL SURETY FOR THE CONSTRUCTION OF STREET AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$3,506,205.95 FOR CROSSWINDS, PHASE 3-A SUBDIVISION (BOND# 800132235).**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept fiscal surety for the construction of street and drainage improvements in the amount of \$3,506,205.95 for Crosswinds, Phase 3-A Subdivision (Bond # 800132235). All present voted "Aye." MOTION PASSED.

- 37274 PLN-1787-PC; CALL FOR A PUBLIC HEARING ON FEBRUARY 15, 2022 TO DISCUSS APPROVAL OF THE FINAL PLAT OF THE ROLLING OAKS, SECTION 4, LOT 55, REPLAT.**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for a Public Hearing on February 15, 2022 to discuss approval of the final plat of the Rolling Oaks, Section 4, Lot 55, Replat. All present voted "Aye." MOTION PASSED.

- 37275 DISCUSSION AND POSSIBLE ACTION TO EXECUTE A MASTER SERVICE AGREEMENT AND LEASE PRODUCT SCHEDULE WITH RICOH USA, INC. FOR COUNTY WIDE COPIERS.**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to execute a Master Service Agreement and Lease Product Schedule with Ricoh USA, Inc. for County Wide Copiers. All present voted "Aye." MOTION PASSED.

- 37276 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE COLLECTION AGREEMENT WITH THE CITY OF SAN MARCOS, ACTING AS BOARD OF DIRECTORS FOR THE WHISPER SOUTH PUBLIC IMPROVEMENT DISTRICT.**

Jennifer O'Kane, Tax Assessor-Collector, explained the item. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the Collection Agreement with the City of San Marcos, acting as Board of Directors for the Whisper South Public Improvement District. All present voted "Aye." MOTION PASSED.

- 37277 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A FUNDING AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR THE PURPOSES OF A HAYS COUNTY CITIZEN REPORTING SYSTEM AND AMEND THE BUDGET ACCORDINGLY.**

Commissioner Ingalsbe stated this is an online portal for emergencies and will help limit the spread of COVID-19. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Funding Agreement Between Hays County and the City of Kyle for the purposes of a Hays County Citizen Reporting System and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 37278 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A TRAFFIC SIGNAL FUNDING AGREEMENT BETWEEN HAYS COUNTY AND HEB, LP REGARDING THE INSTALLATION OF A TRAFFIC CONTROL DEVICE TO ENHANCE SAFETY AND MOBILITY WHERE THE NORTHERNMOST HEB DRIVEWAY INTERSECTS NUTTY BROWN ROAD (NEAR US 290 AND NUTTY BROWN ROAD).**



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Judge Becerra commented that there is also potential for this in Precinct 1. A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Traffic Signal Funding Agreement between Hays County and HEB, LP regarding the installation of a traffic control device to enhance safety and mobility where the northernmost HEB driveway intersects Nutty Brown Road (near US 290 and Nutty Brown Road). All present voted "Aye." MOTION PASSED.

37279 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN HAYS COUNTY AND CALDWELL COUNTY FOR THE 2022-2023 SOLID WASTE PROGRAM GRANT APPLICATION THROUGH THE CAPITAL AREA COUNCIL OF GOVERNMENTS (CAPCOG).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Memorandum of Understanding between Hays County and Caldwell County for the 2022-2023 Solid Waste Program Grant application through the Capital Area Council of Governments (CAPCOG). All present voted "Aye." MOTION PASSED.

37280 DISCUSSION AND POSSIBLE ACTION TO ADOPT A RESOLUTION RELATED TO HAYS COUNTY'S USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDING.

Dan Lyon made a public comment asking for clarification on the Resolution. Mark Kennedy, General Counsel, stated there is an error in the backup and spoke on dividing the funds between precincts. Commissioner Smith explained the Resolution. A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt a Resolution related to Hays County's use of American Rescue Plan Act (ARPA) funding. All present voted "Aye." MOTION PASSED.

37281 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL FUNDING AGREEMENT FOR TESTING OF SEIZED DRUG EVIDENCE BETWEEN HAYS COUNTY, THE CITY OF SAN MARCOS, THE CITY OF KYLE, AND THE CITY OF BUDA REGARDING A REIMBURSEMENT OF FUNDS PAID TO THE DEPARTMENT OF PUBLIC SAFETY FOR TESTING OF SEIZED DRUG EVIDENCE.

Commissioner Shell explained this item allows cities to reimburse the County. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute an Interlocal Funding Agreement for Testing of Seized Drug Evidence between Hays County, the City of San Marcos, the City of Kyle, and the City of Buda regarding a reimbursement of funds paid to the Department of Public Safety for testing of seized drug evidence. All present voted "Aye." MOTION PASSED.

Clerk's Note: Executive Session began at 11:31 AM and resumed back into open court at 12:15 PM.

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

No action taken.

EXECUTIVE SESSION PURSUANT TO 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.

No action taken.



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37282 DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION.

Gib Watt, Fire Marshal, spoke about the need for a burn ban. A motion was made by Judge Becerra, seconded by Commissioner Shell to put a burn ban in place as recommended by the Fire Marshal. All present voted "Aye." MOTION PASSED.

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 was 632, with a peak of 641 on January 28th, 2022. The estimated cost for outsourcing inmates this week was \$91,999. The average number of outsourced males is 180 and females is 15. This week's inmates were housed in the following counties: Atascosa, Blanco, Comal, Fort Bend, Maverick and Red River. The number of "paper-ready" inmates who are now wardens of the state is 16. The number of arrests made by agency are as follows; Buda Police Department - 3, Hays County Sheriff's Department - 52, Constable Precinct 1 - 9, Kyle Police Department - 12, San Marcos Police Department - 33, Texas State Police Department - 5. No action taken.

Clerk's Note Agenda Item #55 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.**

DISCUSSION AND POSSIBLE ACTION REGARDING HAYS COUNTY'S USE OF FEDERAL OR OTHER GRANT FUNDING RELATED TO COVID-19 RESPONSE INCLUDING BUT NOT LIMITED TO THE AMERICAN RESCUE PLAN ACT (ARPA) AND THE EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP).

The court had a discussion over whether a presentation about a broadband project should be included with this item. The presentation was postponed until the February 15th court meeting. The Commissioners discussed projects they hope to use ARPA funds for. Commissioner Ingalsbe suggested funding ambulances and ESDs, the Against Cancer Together Initiative, a Kyle Senior Zone, a Health Department expansion, and a Willow Creek drainage project. Commissioner Jones suggested funding an East Kyle fire station, spaces for voting in ESDs and senior zones, the Hays County Food Bank, and mobile trailers for vaccines. Commissioner Shell suggested funding ESDs, the Child Protective Board, the youth shelter, and water supply generators. Commissioner Smith suggested funding water, wastewater, and broadband improvements, a revolving loan fund for wells/septic systems, Fire and EMS, the Hays-Caldwell Women's Center, and breast cancer outreach. No action taken.

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 12:15 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on February 1, 2022.



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



FEBRUARY 15, 2022

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 15TH DAY OF FEBRUARY A.D., 2022, 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:

Jeff Thompson gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Rodrigo Amaya made a public comment asking for accountability. William Van Winkle, Jr. made a public comment about noise pollution from local fraternities disturbing church gatherings at the University Church of Christ, 115 Country Estates Dr. Jeffrey Thompson, retired pastor, and leader with the Corridor Interfaith Alliance for Families, made a public comment expressing dismay with the County's return of \$1.7 million in unspent rental assistance dollars. Melissa Rodriguez with the Hays County Women's Shelter made a public comment expressing excitement to partner on a deeper level with County through the Sexual Assault Response Team (SART). Dan Lyon made a public comment disagreeing with "growth for growth" theory promoted at Commissioner Smith's campaign party, spoke against the return of \$1.7 million in unspent rental assistance dollars, and spoke against a dysfunctional government. Eric Martinez, Policy Director at Mano Amiga, made a public comment asking for less barriers in applying for the ERA program, for adequate program staffing including case managers with experience, and for the staff within the Auditor's office to process tickets in a timely manner.

37283 ADOPT A PROCLAMATION DECLARING THE MONTH OF FEBRUARY 2022 AS CAREER AND TECHNICAL EDUCATION MONTH IN HAYS COUNTY.

Commissioner Jones spoke in appreciation of the item, saying these programs allow students to find success without accumulating student debt. Commissioner Ingalsbe said that it is important for young students to realize they can be successful by attending technical schools. Judge Becerra agreed with the Commissioners and relayed his personal experience taking an auto mechanics course. Commissioner Smith relayed his personal experience in Agricultural Education and Technology, sharing the success story of a student that pursued diesel mechanics. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to adopt a Proclamation declaring the month of February 2022 as Career and Technical Education Month in Hays County. All present voted "Aye." MOTION PASSED.**

37284 ADOPT A PROCLAMATION RECOGNIZING FEBRUARY 21, 2022 AS PRESIDENT GEORGE WASHINGTON DAY.

Stuart Hoyt, representative from the William Hightower Chapter of the Texas Society of the Sons of the American Revolution, spoke of the organization's mission to have every law entity recognize February 22nd as George Washington's birthday. Joe Cox recognized their co-sponsors in this effort, the Captain Thomas Moore Chapter of the Texas Society of the Daughters of the American Revolution. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to adopt a proclamation recognizing February 21, 2022 as President George Washington Day. All present voted "Aye." MOTION PASSED.**

37285 ADOPT A PROCLAMATION RECOGNIZING THE ONE YEAR ANNIVERSARY AND ACHIEVEMENTS OF THE COUNCIL FOR THE INDIGENOUS AND TEJANO COMMUNITY.



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Dan Lyon made a public comment objecting to the Proclamation's exclusion of Anglo-American participation in local ranch work. Gina Alba Rogers, Chair of the Council for the Indigenous and Tejano Community, shared that the Council was awarded an Untold Historical Marker by the Texas Historical Commission for the untold story of *Vaqueros, Ranch Hands and Stock Raisers*, and gave a summary of the narrative. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to adopt a Proclamation recognizing the one-year anniversary and achievements of the Council for the Indigenous and Tejano Community. All present voted "Aye." MOTION PASSED.**

UPDATE BY DIRECTOR OF COUNTYWIDE OPERATIONS AND HAYS COUNTY STAFF ON THE EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP); POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW.

Tammy Crumley, Director of Countywide Operations and department head in charge of the ERAP, provided a status update. Crumley noted that since July 2021, the program has distributed \$1.2 million to landlords, utility companies, and hotels. In the time period covering July 2021 to December 2021, the program distributed approximately \$700,000, assisting roughly 380 applicants. Since January, the program has paid out more than \$480,000 and assisted an additional 188 applicants. Crumley noted that workflow efficiency has increased dramatically since January. On January 14th, 5:00 PM, the program had 357 open cases with 185 pending citizen completion; 139 were under ERAP staff review; and 33 were under review at the Auditor's office. Judge Becerra confirmed with Crumley that eviction cases reaching Hays County JPs will not conclude in eviction if the renter can prove they are in the ERA program and asked if the program provides a form showing proof of participation in the program. Crumley responded that the ticketing system supplies proof. Commissioner Smith noted that subsequent agenda items would cover budgeting for the program. Commissioner Ingalsbe appreciated the update and thanked ERAP staff. Judge Becerra said he will include an update at each Commissioners Court. Commissioner Jones thanked the Auditor's office. County Auditor Marisol Villarreal-Alonzo explained some misconceptions about income verification forms required by the program, noting that the Auditor's office must provide percentile data to the US Treasury and that their office will accept attestation documents when other forms of proof are unavailable. Villarreal-Alonzo said they require W9s from landlords so that the office can issue a 1099-G Tax Form. Vickie Dorsett, First Assistant Auditor, confirmed that program proofs were approved through the Court, based upon the US Treasury's guidelines. Commissioner Jones mentioned that not many counties applied for this program. Commissioner Smith believed we were one of the smallest counties to apply. Crumley believed more cities applied than counties. Commissioner Ingalsbe asked if the program required one ID per household member. Crumley responded that the requirement is one ID per person listed on the lease. Villarreal-Alonzo said there have been suspected fraud cases in the program, emphasizing the need for proof of Rental Agreement, ID from tenant(s), and W9 from the landlord. Commissioner Ingalsbe asked if the program is providing tenants the opportunity to apply and receive funds directly when landlords refuse to participate. Villarreal-Alonzo was not aware of any landlords who have refused to participate but the Auditor's office only sees tickets after they have been passed by case managers. No action taken.

PRESENTATION BY GAP STRATEGIES AND ACCEPTANCE OF A REPORT BY THE PROFESSIONAL TEAM CHARGED WITH ENHANCING AND INCENTIVIZING CONSERVATION AND CONSERVATION DESIGN IN HAYS COUNTY; REVIEWING FINDINGS; AND PRESENTING RECOMMENDATIONS TO THE HAYS COUNTY COMMISSIONERS COURT.

Ray Tilley made a public comment stating that conservation incentives are needed, as well as rules to mitigate impact as the County inevitably grows. Jeff Barton, GAP Strategies, presented conservation development guidelines to the Court, including two real world tests that drafted recommendations in real time. Commissioner Shell responded that the findings, especially the use of Development Agreements, were a great start for the County and thanked the team for their work. Commissioner Smith thanked the team for doing exercises that showed the reality on the ground and gave examples of scenarios within his Precinct. Commissioner Ingalsbe thanked the team for the information. Commissioner Jones responded the information was very useful and would help each Commissioner in their individual Precincts. Judge Becerra reiterated that he wishes Hays County to be the "Central Park of Central Texas." Jonathan Ogren, SIGLO Group representative, said that both development and conservation must happen in the County. Dan Lyon made a public comment stating that the presented proposals help big developers, not small landowners. Lyon said the proposals were another way for developers to get abatements and rebates. No action taken.

PRESENTATION BY CONNECTED NATIONS REPRESENTATIVE REGARDING THE BROADBAND MAPPING WITHIN HAYS COUNTY.

Pam Waggoner presented on behalf of Connected Nations. Judge Becerra thanked Waggoner and asked when a kickoff could take place. Waggoner asked for 2 ½ weeks to get promotional materials created. No action taken.



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37286 APPROVE PAYMENTS OF COUNTY INVOICES.

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

37287 APPROVE THE PAYMENT OF UNITED HEALTHCARE CLAIMS.

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

Clerk's Note Agenda Item #9 RE: *APPROVE COMMISSIONERS COURT MINUTES OF JANUARY 18, 2022 AND FEBRUARY 1, 2022. - WAS PULLED.*

37288 APPROVE THE PAYMENT OF THE FEBRUARY 28, 2022 PAYROLL DISBURSEMENTS IN AN AMOUNT NOT TO EXCEED \$4,200,000.00 EFFECTIVE FEBRUARY 28, 2022 AND POST TOTALS FOR WAGES, WITHHOLDINGS, DEDUCTIONS AND BENEFITS ON THE HAYS COUNTY WEBSITE ONCE FINALIZED.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the payment of the February 28, 2022 payroll disbursements in an amount not to exceed \$4,200,000.00 effective February 28, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. All present voted "Aye." MOTION PASSED.

37289 AUTHORIZE PAYMENT TO FEDEX OFFICE FOR EMERGENCY RENTAL ASSISTANCE PROGRAM PRINTING IN THE AMOUNT OF \$646.24 IN WHICH NO PURCHASE ORDER WAS ISSUED AS REQUIRED PER THE HAYS COUNTY PURCHASING POLICY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize payment to FedEx Office for Emergency Rental Assistance Program printing in the amount of \$646.24 in which no purchase order was issued as required per the Hays County Purchasing Policy. All present voted "Aye." MOTION PASSED.

37290 AUTHORIZE THE EXECUTION OF AN INTERLOCAL AGREEMENT FOR USE OF CITY FUEL TANKS BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS REGARDING THE USE OF CITY OWNED FUEL TANKS BY THE COUNTY DURING TIMES OF EMERGENCIES.

Commissioner Smith thanked the City of Dripping Springs for purchasing diesel and allowing Hays County's Emergency Services to access tanks in times of emergency. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the execution of an Interlocal Agreement for Use of City Fuel Tanks between Hays County and the City of Dripping Springs regarding the use of City owned fuel tanks by the County during times of emergencies. All present voted "Aye." MOTION PASSED.

37291 AUTHORIZE THE SHERIFF'S OFFICE TO ACCEPT A DONATION OF A K-9 VALUED AT \$20,000.00 FROM DEPUTY CONSTABLE JOHN FRIEND OF GUADALUPE COUNTY AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Sheriff's Office to accept a donation of a K-9 valued at \$20,000.00 from Deputy Constable John Friend of Guadalupe County and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37292 AUTHORIZE THE SHERIFF'S OFFICE TO ACCEPT A DONATION OF \$600.00 FROM MY EMERGENCY ROOM FOR THE 2022 JR. DEPUTY ACADEMY AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Sheriff's Office to accept a donation of \$600.00 from My Emergency Room for the 2022 Jr. Deputy Academy and amend the budget accordingly. All present voted "Aye." MOTION PASSED.



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37293 AUTHORIZE THE SHERIFF'S OFFICE TO ACCEPT A \$500.00 DONATION FROM DENISE FONSECA AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to accept a \$500.00 donation from Denise Fonseca and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37294 APPROVE OUT OF STATE TRAVEL FOR RECORDS PROGRAM ADMINISTRATOR STEPHANIE ROBINSON TO ATTEND THE TYLER CONNECT CONFERENCE ON MAY 15-19, 2022 IN INDIANAPOLIS, INDIANA.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve out of state travel for Records Program Administrator Stephanie Robinson to attend the Tyler Connect Conference on May 15-19, 2022 in Indianapolis, Indiana. All present voted "Aye." MOTION PASSED.

37295 APPROVE UTILITY PERMITS.

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

37296 AUTHORIZE THE COUNTY JUDGE TO EXECUTE INSTALLATION PROPOSALS WITH THE LOWER COLORADO RIVER AUTHORITY (LCRA) FOR P25 SITE ADDITIONS AND RE-PROGRAMMING EXISTING INFRASTRUCTURE AS WELL AS P25 700 MHZ RADIO MIGRATION AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH. 262.024(A)(7)(D).

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Installation Proposals with the Lower Colorado River Authority (LCRA) for P25 site additions and re-programming existing infrastructure as well as P25 700 MHz radio migration and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D). All present voted "Aye." MOTION PASSED.

37297 AUTHORIZE THE SUBMISSION OF A RENEWAL INTERLOCAL APPLICATION TO THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE TUBERCULOSIS PREVENTION AND CONTROL FOR FY2023 STATE FUNDS AND ACCEPT THE ALLOCATION OF FUNDS IN THE AMOUNT OF \$32,933.00.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the submission of a Renewal Interlocal Application to the Department of State Health Services (DSHS) for the Tuberculosis Prevention and Control for FY2023 State Funds and accept the allocation of funds in the amount of \$32,933.00. All present voted "Aye." MOTION PASSED.

37298 ACCEPT THE 2021 RACIAL PROFILING REPORT AND THE 2021 ANNUAL ACTIVITY REPORT FROM HAYS COUNTY CONSTABLE OFFICE, PRECINCT 4.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to accept the 2021 Racial Profiling Report and the 2021 Annual Activity Report from Hays County Constable Office, Precinct 4. All present voted "Aye." MOTION PASSED.

37299 ACCEPT THE 2021 RACIAL PROFILING REPORT AND THE 2021 ANNUAL ACTIVITY REPORT FROM HAYS COUNTY CONSTABLE OFFICE, PRECINCT 3.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to accept the 2021 Racial Profiling Report and the 2021 Annual Activity Report from Hays County Constable Office, Precinct 3. All present voted "Aye." MOTION PASSED.



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- 37300 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A FOURTH AMENDMENT TO THE HEALTH CARE SERVICES AGREEMENT WITH WELLPATH, LLC FOR THE JUVENILE DETENTION FACILITY AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH 262.024(A)(4).**

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

- 37301 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A NINTH AMENDMENT TO THE HEALTH CARE SERVICES AGREEMENT WITH WELLPATH, LLC FOR THE JAIL DIVISION AT THE SHERIFF'S OFFICE AND AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, CH 262.024(A)(4).**

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

- 37302 RATIFY THE SUBMISSION OF A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, FY23 STATE CRIMINAL JUSTICE PLANNING FUNDS - SPECIALTY COURTS PROGRAM IN THE AMOUNT OF \$11,400.00.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to ratify the submission of a grant application to the Office of the Governor, FY23 State Criminal Justice Planning Funds - Specialty Courts Program in the amount of \$11,400.00. All present voted "Aye." MOTION PASSED.

- 37303 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE FIRST CONTRACT AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND TANIA GLENN AND ASSOCIATES, PA EXECUTED ON OR ABOUT JANUARY 26, 2021.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute the First Contract Amendment to a Professional Services Agreement between Hays County and Tania Glenn and Associates, PA executed on or about January 26, 2021. All present voted "Aye." MOTION PASSED.

- 37304 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PUBLIC WATER LINE EASEMENT AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS RELATED TO UTILITIES LOCATED UPON HAYS COUNTY-OWNED PROPERTY ON UHLAND ROAD IN PRECINCT 1.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Public Water Line Easement agreement between Hays County and the City of San Marcos related to utilities located upon Hays County-owned property on Uhland Road in Precinct 1. All present voted "Aye." MOTION PASSED.

- 37305 AUTHORIZE THE JUVENILE PROBATION DEPARTMENT TO ACCEPT AN ADDITIONAL \$4,348.00 IN GRANT FUNDING FROM THE TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD) STATE AID GRANT AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Juvenile Probation Department to accept an additional \$4,348.00 in grant funding from the Texas Juvenile Justice Department (TJJD) State Aid Grant and amend the budget accordingly. All present voted "Aye." MOTION PASSED.



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- 37306 AUTHORIZE PAYMENT TO CARD SERVICE CENTER IN THE AMOUNT OF \$90.67 FOR ACCRUED FEES RELATED TO LOST PAYMENTS NOT APPLIED TO CREDIT CARD ACCOUNTS.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize payment to Card Service Center in the amount of \$90.67 for accrued fees related to lost payments not applied to credit card accounts. All present voted "Aye." MOTION PASSED.

- 37307 AUTHORIZE THE PURCHASE OF PROFESSIONAL SERVICES FOR THE DEVELOPMENT SERVICES DEPARTMENT RELATING TO THE INSTALLATION AND CONFIGURATION OF ESRI ARCGIS SOFTWARE AND AMEND THE BUDGET ACCORDINGLY.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the purchase of professional services for the Development Services Department relating to the installation and configuration of Esri ArcGIS software and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

- 37308 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT AMENDMENT WITH WASTE CONNECTIONS LONE STAR, INC. PURSUANT TO IFB 2021-B12 COUNTYWIDE DUMPSTERS.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Contract Amendment with Waste Connections Lone Star, Inc. pursuant to IFB 2021-B12 Countywide Dumpsters. All present voted "Aye." MOTION PASSED.

- 37309 APPROVE SUBMITTAL OF PROJECT INFORMATION FORM (PIF) TO TEXAS WATER DEVELOPMENT BOARD (TWDB) FOR A DRINKING WATER WELL AND APPURTENANT INFRASTRUCTURE OUTSIDE OF THE JACOB'S WELL GROUNDWATER MANAGEMENT ZONE.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve submittal of Project Information Form (PIF) to Texas Water Development Board (TWDB) for a drinking water well and appurtenant infrastructure outside of the Jacob's Well Groundwater Management Zone. All present voted "Aye." MOTION PASSED.

- 37310 APPROVE AN AMENDMENT TO THE HAYS COUNTY PURCHASING POLICY, SECTIONS 4.5 AND 4.14 RELATED TO FEDERAL OR STATE FUNDED GRANTS.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve an amendment to the Hays County Purchasing Policy, Sections 4.5 and 4.14 related to Federal or State funded grants. All present voted "Aye." MOTION PASSED.

- 37311 DISCUSSION AND POSSIBLE ACTION TO HOLD A PUBLIC HEARING TO ESTABLISH A 3-WAY STOP LOCATION ON PURGATORY ROAD AT THE INTERSECTION WITH HUGO ROAD.**

Judge Becerra opened the Public Hearing at 12:13 PM. No comments were made. Judge Becerra closed the Public Hearing at 12:13 PM. Commissioner Shell provided background on the item. A motion was made by Commissioner Shell, seconded by Commissioner Smith to establish a 3-way stop location on Purgatory Road at the intersection with Hugo Road. All present voted "Aye." MOTION PASSED.

- 37312 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND LJA ENGINEERING, INC. TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES FOR THE RM 150 WEST ALIGNMENT PROJECT IN PRECINCT 3.**



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Commissioner Shell provided background on the item. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute a Professional Services Agreement between Hays County and LJA Engineering, Inc. to provide right-of-way acquisition services for the RM 150 West Alignment Project in Precinct 3. All present voted "Aye." MOTION PASSED.

- 37313 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE CONTRACT AMENDMENT NO. 2 IN THE AMOUNT OF \$7,381.25 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND FRANK SURVEYING COMPANY, INC., DBA FSC, INC. FOR THE US 290 WEST AT HENLY LOOP AND MARTIN ROAD PROJECT IN PRECINCT 3, AS PART OF THE 2016 ROAD BOND PROGRAM UTILIZING A DISCRETIONARY EXEMPTION PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CH. 262.024(A)(4).**

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute Contract Amendment No. 2 in the amount of \$7,381.25 to the Professional Services Agreement between Hays County and Frank Surveying Company, Inc., DBA FSC, Inc. for the US 290 West at Henly Loop and Martin Road project in Precinct 3, as part of the 2016 Road Bond Program utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). All present voted "Aye." MOTION PASSED.

- 37314 DISCUSSION AND POSSIBLE ACTION TO APPROVE THE SELECTION OF BGE, INC. TO PERFORM CONSTRUCTION ENGINEERING AND INSPECTION (CE&I) SERVICES FOR THE DARDEN HILL AT SAWYER RANCH ROUNDABOUT PROJECT IN PRECINCT 4; AND TO AUTHORIZE STAFF AND COUNSEL TO NEGOTIATE A WORK AUTHORIZATION UNDER THEIR ON-CALL CE&I CONTRACT.**

Commissioner Smith provided background on the item. A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the selection of BGE, Inc. to perform Construction Engineering and Inspection (CE&I) services for the Darden Hill at Sawyer Ranch Roundabout project in Precinct 4; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract. All present voted "Aye." MOTION PASSED.

- 37315 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN HAYS COUNTY AND HALFF ASSOCIATES, INC. TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES FOR THE LOW WATER CROSSING IMPROVEMENTS AT SYCAMORE CREEK IN PRECINCT 3 AND BEAR CREEK IN PRECINCT 4.**

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Services Agreement between Hays County and Halff Associates, Inc. to provide right-of-way acquisition services for the Low Water Crossing Improvements at Sycamore Creek in Precinct 3 and Bear Creek in Precinct 4. All present voted "Aye." MOTION PASSED.

- 37316 DISCUSSION AND POSSIBLE ACTION TO ACCEPT FISCAL SURETY FOR THE STREET AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$1,225,525.13 FOR SUNSET OAKS, SECTION 4, PHASE 2A SUBDIVISION (BOND NO. 30142526).**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept fiscal surety for the street and drainage improvements in the amount of \$1,225,525.13 for Sunset Oaks, Section 4, Phase 2A Subdivision (Bond No. 30142526). All present voted "Aye." MOTION PASSED.

- 37317 PLN-1658-PC; HOLD A PUBLIC HEARING TO DISCUSS FINAL ACTION REGARDING THE BOOKY T SUBDIVISION, LOT 1, REPLAT.**



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Judge Becerra opened the Public Hearing at 12:18 PM. No comments were made. Judge Becerra closed the Public Hearing at 12:18 PM. Colby Machacek, Development Services, provided background on the item. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the Booky T Subdivision, Lot 1, Replat. All present voted "Aye." MOTION PASSED.**

37318 PLN-1876-NP; DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINAL PLAT FOR 2JS RANCH SUBDIVISION.

Colby Machacek, Development Services, provided background on the item. **A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the final plat for 2JS Ranch Subdivision. All present voted "Aye." MOTION PASSED.**

37319 PLN-1758-NP - MOON RIDGE SUBDIVISION (10 LOTS). DISCUSSION AND POSSIBLE ACTION TO APPROVE THE FINAL PLAT; ACCEPT PERFORMANCE BOND NO. 5313742 FOR STREET AND DRAINAGE IMPROVEMENTS IN THE AMOUNT OF \$283,485.30.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to approve the final plat for Moon Ridge Subdivision (10 lots) and to accept Performance Bond No. 5313742 for street and drainage improvements in the amount of \$283,485.30. All present voted "Aye." MOTION PASSED.

37320 PLN-1787-PC; HOLD A PUBLIC HEARING TO DISCUSS APPROVAL OF THE FINAL PLAT OF THE ROLLING OAKS, SECTION 4, LOT 55, REPLAT.

Judge Becerra opened the Public Hearing at 12:21 PM. No comments were made. Judge Becerra closed the Public Hearing at 12:21 PM. Colby Machacek, Development Services, provided background on the item. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the final plat of the Rolling Oaks, Section 4, Lot 55, Replat. All present voted "Aye." MOTION PASSED.**

37321 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PHASING AGREEMENT BETWEEN HAYS COUNTY AND LL RANCH INVESTMENTS, L.P. FOR THE DOUBLE L RANCH SUBDIVISION LOCATED OFF OF RANCH ROAD 12 IN PRECINCT 4.

Marcus Pacheco, Development Services, provided background on the item and said the item allows the County to adopt phased timelines concerning the project. Judge Becerra suggested the development use strategies proposed in the GAP presentation. Commissioner Smith said the project is already part of a Development Agreement with the City of Kyle. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Phasing Agreement between Hays County and LL Ranch Investments, L.P. for the Double L Ranch Subdivision located off of Ranch Road 12 in Precinct 4. All present voted "Aye." MOTION PASSED.**

37322 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS RELATED TO A FUNDING APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD FOR DRAINAGE IMPROVEMENTS IN THE BRIARWOOD/RIVER RIDGE AREA.

Commissioner Shell provided background on the item. **A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute a Memorandum of Understanding between Hays County and the City of San Marcos related to a funding application to the Texas Water Development Board for drainage improvements in the Briarwood/River Ridge area. All present voted "Aye." MOTION PASSED.**

37323 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROPOSAL BETWEEN HAYS COUNTY AND AXON ENTERPRISE, INC. RELATED TO THE LAW ENFORCEMENT IN-CAR CAMERA SYSTEM AND BODY WORN CAMERA-TASER PROGRAM FOR THE SHERIFF OFFICE.



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Commissioner Ingalsbe confirmed that the item is to replace equipment for an Animal Control vehicle. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a Proposal between Hays County and Axon Enterprise, Inc. related to the Law Enforcement In-Car Camera System and Body Worn Camera-Taser Program for the Sheriff Office. All present voted "Aye."** MOTION PASSED.

37324 DISCUSSION AND POSSIBLE ACTION TO PRE-QUALIFY THE RESPONDENTS RELATED TO RFQ 2021-Q01 PROFESSIONAL ENGINEERING SERVICES TO FURTHER DEVELOP A POOL OF QUALIFIED FIRMS TO UTILIZE ON AN AS NEEDED BASIS FOR PROJECTS THROUGHOUT HAYS COUNTY, AND TO BE REVIEWED/REOPENED ON AN ANNUAL BASIS.

Commissioner Shell commented that this item is a yearly process for all prequalified builders. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to pre-qualify the respondents related to RFQ 2021-Q01 Professional Engineering Services to further develop a pool of qualified firms to utilize on an as needed basis for projects throughout Hays County, and to be reviewed/reopened on an annual basis. All present voted "Aye."** MOTION PASSED.

37325 DISCUSSION AND POSSIBLE ACTION TO EXECUTE A PARTICIPATION AGREEMENT BETWEEN HAYS COUNTY AND CHOICE PARTNERS COOPERATIVE RELATED TO PARTICIPATING IN FOOD/CAFETERIA RELATED CONTRACTS WITH CHOICE PARTNERS COOPERATIVE FOR THE 2022-2023 SCHOOL YEAR.

Commissioner Ingalsbe commented that this item is a yearly agreement. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to execute a Participation Agreement between Hays County and Choice Partners Cooperative related to participating in Food/Cafeteria Related Contracts with Choice Partners Cooperative for the 2022-2023 school year. All present voted "Aye."** MOTION PASSED.

37326 DISCUSSION AND POSSIBLE ACTION TO AWARD CONTRACT FOR RFP 2022-P02 ANIMAL SHELTER AND ANIMAL SERVICES FEASIBILITY STUDY TO TEAM SHELTER USA; AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT.

Commissioners Shell and Ingalsbe commented that working on the item was a great process with the help of Sharri Boyett, Animal Advocacy Advisor and Community Liaison for Hays County. Sharri Boyett spoke saying she was pleased with the RFP responses and pointed the public to the Team Shelter USA website. Boyett spoke highly of the organization's lead veterinarian who has done nearly 120 feasibility studies. **A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to award contract for RFP 2022-P02 Animal Shelter and Animal Services Feasibility Study to Team Shelter USA; and authorize staff and General Counsel to negotiate a contract. All present voted "Aye."** MOTION PASSED.

37327 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE SHERIFF'S OFFICE TO ADD TWO (2) NEW RECORDS MANAGEMENT OFFICERS (GRADE 110) EFFECTIVE 3/1/2022.

Sheriff Cutler spoke in support of the item, noting there are a lot of Public Information Act requests coming in under Senate Bill 111. Judge Becerra asked if there is software that the County Clerk's office uses to flag duplicate requests. County Clerk Elaine Cardenas responded the General Counsel responds to PIA requests. Commissioner Smith said that the County's software does help organize PIAs. Stephanie Robinson, Records Management Officer for the Sheriff's Department, said that the time-consuming part of responding to PIAs is redacting bodycam footage. **A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Sheriff's Office to add two (2) new Records Management Officers (Grade 110) effective 3/1/2022. All present voted "Aye."** MOTION PASSED.

37328 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE REGARDING THE CITY OF KYLE TAX INCREMENT REINVESTMENT ZONE NO.3 (TIRZ 3); AND AUTHORIZE STAFF TO DELIVER THE EXECUTED CONTRACT CONTINGENT UPON CREATION AND ADOPTION OF TIRZ 3 BY THE CITY OF KYLE.



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General Counsel Mark Kennedy provided background on the item. A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Kyle regarding the City of Kyle Tax Increment Reinvestment Zone No.3 (TIRZ 3); and authorize staff to deliver the executed contract contingent upon creation and adoption of TIRZ 3 by the City of Kyle. All present voted "Aye." MOTION PASSED.

37329 DISCUSSION AND POSSIBLE ACTION TO AWARD CONTRACT FOR RFP 2022-P01 HAYS COUNTY PROPERTY - CIVIC CENTER & CLOVIS BARKER ROAD TO CASEY DEVELOPMENT, LTD; AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT.

Commissioner Ingalsbe commented that only one proposal was received, and they want to move forward with negotiations. General Counsel Mark Kennedy provided brief background. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to award contract for RFP 2022-P01 Hays County Property - Civic Center & Clovis Barker Road to Casey Development, LTD; and authorize staff and General Counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

37330 DISCUSSION AND POSSIBLE ACTION TO AWARD THE CONTRACT FOR RFP 2021-P07 PROGRAM MANAGEMENT - ARPA FUNDS; AND AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT.

Commissioner Smith commented that fourteen qualified submissions were received, and he was impressed by the top scorer, especially their cost/benefit analysis. Commissioner Ingalsbe commented that Ardurra Group, Inc. was awarded for the management of the ERA Program and may be a good fit for this item as well. Commissioner Jones asked how quickly they could expect to see negotiation contracts. General Counsel Mark Kennedy expected to have negotiation contracts to the Court at the next Commissioners Court meeting. Commissioner Smith recommended moving forward with the top scorer. A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to award the contract for RFP 2021-P07 Program Management - ARPA Funds; and authorize staff and General Counsel to negotiate a contract. All present voted "Aye." MOTION PASSED.

37331 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE TWO CONTRACT AMENDMENTS WITH TYLER TECHNOLOGIES, INC. RELATED TO A HAYS COUNTY FINANCIAL TRANSPARENCY PORTAL.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute two Contract Amendments with Tyler Technologies, Inc. related to a Hays County Financial Transparency Portal. All present voted "Aye." MOTION PASSED.

37332 DISCUSSION AND POSSIBLE ACTION TO ACCEPT A PROPOSAL FROM WATER & EARTH TECHNOLOGIES (WET) RELATED TO LOW WATER CROSSING EARLY WARNING SYSTEM REPAIRS FOR THE ELDER HILL RAD SITE; AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO LOCAL GOVERNMENT CODE, CH. 262.024(A)(7)(D) AND AMEND THE BUDGET ACCORDINGLY.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept a Proposal from Water & Earth Technologies (WET) related to Low Water Crossing Early Warning System repairs for the Elder Hill Rad site; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37333 DISCUSSION AND POSSIBLE ACTION TO ACCEPT A PROPOSAL FROM WATER & EARTH TECHNOLOGIES (WET) RELATED TO LOW WATER CROSSING EARLY WARNING SYSTEM REPAIRS FOR THE CHAPARRAL ROAD SITE; AUTHORIZE A DISCRETIONARY EXEMPTION PURSUANT TO LOCAL GOVERNMENT CODE, CH. 262.024(A)(7)(D) AND AMEND THE BUDGET ACCORDINGLY.



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A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to accept a Proposal from Water & Earth Technologies (WET) related to Low Water Crossing Early Warning System repairs for the Chaparral Road site; authorize a discretionary exemption pursuant to Local Government Code, Ch. 262.024(a)(7)(D) and amend the budget accordingly. All present voted "Aye." MOTION PASSED.

37334 DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE HAYS COUNTY VETERAN'S TREATMENT COURT AND LYNDSEY BROOKS, PSYD, PLLC RELATED TO PSYCHOLOGICAL EVALUATIONS AND TREATMENT PROGRAMS FOR VETERANS.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the execution of a Memorandum of Understanding between the Hays County Veteran's Treatment Court and Lyndsay Brooks, PsyD, PLLC related to psychological evaluations and treatment programs for veterans. All present voted "Aye." MOTION PASSED.

37335 DISCUSSION AND POSSIBLE ACTION TO EXECUTE A PROPOSALS WITH AXON ENTERPRISE, INC. RELATED TO THE LAW ENFORCEMENT IN-CAR CAMERA SYSTEM AND BODY WORN CAMERA-TASER PROGRAM FOR THE CONSTABLE 3 OFFICE.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to execute a Proposals with Axon Enterprise, Inc. related to the Law Enforcement In-Car Camera System and Body Worn Camera-Taser Program for the Constable 3 Office. All present voted "Aye." MOTION PASSED.

37336 DISCUSSION AND POSSIBLE ACTION REGARDING THE CREATION OF THE HAYS COUNTY SEXUAL ASSAULT RESPONSE TEAM (SART) PURSUANT TO SECTION 351.252 OF THE TEXAS GOVERNMENT CODE.

Commissioner Smith asked if we should read the Resolution created regarding this item. General Counsel Mark Kennedy advised that because the Resolution was a draft, it should be further reviewed before becoming a Resolution item. Commissioner Smith noted the five team positions needing to be designated in the Resolution. A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt the draft Resolution with the anticipation of bringing the Resolution back with team roles designated for final adoption at the next Commissioners Court meeting. All present voted "Aye." MOTION PASSED.

37337 DISCUSSION AND POSSIBLE ACTION TO AWARD CONTRACT FOR RFP 2022-P06 EMERGENCY RENTAL ASSISTANCE PROGRAM - PROGRAM MANAGER TO ARDURRA GROUP, INC.; AUTHORIZE STAFF AND GENERAL COUNSEL TO NEGOTIATE A CONTRACT; AND TO AUTHORIZE EXECUTION OF A STANDARD PROFESSIONAL SERVICES AGREEMENT ONCE NEGOTIATED AND APPROVED.

Commissioner Ingalsbe emphasized the importance of getting management in soon. Commissioner Smith commented that the scoring index indicated the awarded firm can get started shortly and he looks forward to them starting. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to award contract for RFP 2022-P06 Emergency Rental Assistance Program - Program Manager to Ardurra Group, Inc.; authorize staff and General Counsel to negotiate a contract; and to authorize execution of a standard Professional Services Agreement once negotiated and approved. All present voted "Aye." MOTION PASSED.

Clerk's Note: Executive Session began at 12:45 PM and resumed back into open court at 1:35 PM.

37338 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 OWNED BY HAYS COUNTY LOCATED ALONG 712 STAGECOACH TRAIL, SAN MARCOS IN PCT.3. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.



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A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the execution of a Local Use Agreement between Hays County and Eye Productions, Inc. related to filming within the Hays County Government Center, as presented in Executive Session. All present voted "Aye." MOTION PASSED.

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND 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.

No action taken.

Clerk's Note Agenda Item #62 RE: EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION TO CONSIDER A RESOLUTION DETERMINING THE NECESSITY AND AUTHORIZING THE USE OF THE COUNTY'S POWER OF EMINENT DOMAIN TO ACQUIRE APPROXIMATELY 40.15 ACRES IN FEE SIMPLE FROM PROPERTY LOCATED AT 1401 YARRINGTON ROAD, OWNED BY FM 158 LAND, LTD., A TEXAS LIMITED PARTNERSHIP, AND WHICH IS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED FM 110 NORTH ROADWAY IMPROVEMENTS, AND TAKE OTHER APPROPRIATE ACTION. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT. – **WAS PULLED.**

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 YELLOW STONE. POSSIBLE DISCUSSION AND/OR ACTION MAY FOLLOW IN OPEN COURT.

No action taken.

Clerk's Note Agenda Item #64 RE: DISCUSSION AND POSSIBLE ACTION RELATED TO THE BURN BAN. – **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 was 654, with a peak of 661 on February 11th, 2022. The estimated cost for outsourcing inmates this week was \$98,966. The average number of outsourced males is 190 and females is 17. This week's inmates were housed in the following counties: Atascosa, Blanco, Comal, Fort Bend, Maverick and Red River. The number of "paper-ready" inmates who are now wardens of the state is 39. The number of arrests made by agency are as follows; Buda Police Department - 2, Hays County Sheriff's Department – 52, Constable Precinct 1 - 3, Kyle Police Department - 23, San Marcos Police Department - 41, Texas State Police Department - 1. No action taken.

Clerk's Note Agenda Item #66 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.**

DISCUSSION AND POSSIBLE ACTION REGARDING HAYS COUNTY'S USE OF FEDERAL OR OTHER GRANT FUNDING RELATED TO COVID-19 RESPONSE INCLUDING BUT NOT LIMITED TO THE AMERICAN RESCUE PLAN ACT (ARPA) AND THE EMERGENCY RENTAL ASSISTANCE PROGRAM (ERAP).

Judge Becerra opened the item to allow for Public Comment. Dan Lyon made a public comment suggesting that funds be used to benefit senior citizens. No action taken.



FEBRUARY 15, 2022

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 1:37 PM.

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 February 15, 2022.



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 March 15, 2022 payroll disbursements in an amount not to exceed \$3,175,000.00 effective March 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 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 March mid month payroll disbursements not to exceed \$3,175,000.00.

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

Accept the 2021 Racial Profiling Report from the Hays County Constable Office, Precinct 1.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 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

Constable David Peterson

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

In compliance with Senate Bill 1074-76th regular session of the Texas Legislature amended by House Bill 3389-81st regular session 89

Racial Profiling Report | Full

Agency Name: HAYS CO. CONST. PCT. 1
Reporting Date: 02/15/2022
TCOLE Agency Number: 209101

Chief Administrator: DAVID L. PETERSON

Agency Contact Information:
Phone: (512) 393-7730
Email: dpeterson@co.hays.tx.us

Mailing Address:
712 S STAGECOACH TRL STE 2210
SAN MARCOS, TX 78666-6257

This Agency filed a full report

HAYS CO. CONST. PCT. 1 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 1 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 1 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 1 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 1 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. CONST. PCT. 1 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: DAVID L. PETERSON
Constable

Date: 02/15/2022

Total stops: 120

Street address or approximate location of the stop

City street	27
US highway	48
County road	13
State highway	32
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	0
No	120

Race / Ethnicity

Alaska Native / American Indian	1
Asian / Pacific Islander	4
Black	9
White	69
Hispanic / Latino	37

Gender

Female	47
Alaska Native / American Indian	3
Asian / Pacific Islander	1
Black	2
White	27
Hispanic / Latino	14
Male	73
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	8
White	40
Hispanic / Latino	24

Reason for stop?

Violation of law	84
Alaska Native / American Indian	2
Asian / Pacific Islander	2
Black	8
White	46

Hispanic / Latino	26
Preexisting knowledge	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Moving traffic violation	33
Alaska Native / American Indian	1
Asian / Pacific Islander	0
Black	2
White	25
Hispanic / Latino	18
Vehicle traffic violation	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	1
Was a search conducted?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	120
Alaska Native / American Indian	3
Asian / Pacific Islander	2
Black	9
White	68
Hispanic / Latino	38
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0				
Contraband	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Probable	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Inventory	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Incident to arrest	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Was Contraband discovered?					
Yes	0				
		Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	0	Yes	0	No	0
White	0	Yes	0	No	0
Hispanic / Latino	0	Yes	0	No	0
No	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				

Description of contraband	
Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	2

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	0
Written warning	78
Alaska Native / American Indian	3
Asian / Pacific Islander	1
Black	5
White	54
Hispanic / Latino	17
Citation	40
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	4
White	12
Hispanic / Latino	20
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	120
Alaska Native / American Indian	3
Asian / Pacific Islander	2
Black	9
White	67
Hispanic / Latino	39

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

HAYS CO. CONST. PCT. 1

01. Total Traffic Stops:	120	
02. Location of Stop:		
a. City Street	27	22.50%
b. US Highway	48	40.00%
c. County Road	13	10.83%
d. State Highway	32	26.67%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	120	100.00%
b. YES	0	0.00%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	1	0.83%
b. Asian/ Pacific Islander	4	3.33%
c. Black	9	7.50%
d. White	69	57.50%
e. Hispanic/ Latino	37	30.83%
05. Gender:		
a. Female	47	39.17%
i. Alaska/ Native American/ Indian	3	2.50%
ii. Asian/ Pacific Islander	1	0.83%
iii. Black	2	1.67%
iv. White	27	22.50%
v. Hispanic/ Latino	14	11.67%
b. Male	73	60.83%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.83%
iii. Black	8	6.67%
iv. White	40	33.33%
v. Hispanic/ Latino	24	20.00%
06. Reason for Stop:		
a. Violation of Law	84	70.00%
i. Alaska/ Native American/ Indian	2	2.38%
ii. Asian/ Pacific Islander	2	2.38%

Racial Profiling Analysis Report

iii. Black	8	9.52%
iv. White	46	54.76%
v. Hispanic/ Latino	26	30.95%
b. Pre-Existing Knowledge	1	0.83%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Moving Traffic Violation	33	27.50%
i. Alaska/ Native American/ Indian	1	3.03%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	6.06%
iv. White	25	75.76%
v. Hispanic/ Latino	18	54.55%
d. Vehicle Traffic Violation	2	1.67%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	50.00%
v. Hispanic/ Latino	1	50.00%
07. Was a Search Conducted:		
a. NO	120	100.00%
i. Alaska/ Native American/ Indian	3	2.50%
ii. Asian/ Pacific Islander	2	1.67%
iii. Black	9	7.50%
iv. White	68	56.67%
v. Hispanic/ Latino	38	31.67%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
08. Reason for Search:		
a. Consent	0	0.00%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	0	0.00%
ii. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
09. Was Contraband Discovered:		
YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
v. Hispanic/ Latino	0	
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
10. Description of Contraband:		
a. Drugs	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	0	0.00%
i. Alaska/ Native American/ Indian	0	
i. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
11. Result of Stop:		
a. Verbal Warning	2	1.67%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	1	50.00%
v. Hispanic/ Latino	0	0.00%
b. Written Warning	78	65.00%
i. Alaska/ Native American/ Indian	3	3.85%
ii. Asian/ Pacific Islander	1	1.28%
iii. Black	5	6.41%
iv. White	54	69.23%
v. Hispanic/ Latino	17	21.79%
c. Citation	40	33.33%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	2.50%
iii. Black	4	10.00%
iv. White	12	30.00%
v. Hispanic/ Latino	20	50.00%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	120	100.00%
i. Alaska/ Native American/ Indian	3	2.50%
ii. Asian/ Pacific Islander	2	1.67%
iii. Black	9	7.50%
iv. White	67	55.83%
v. Hispanic/ Latino	39	32.50%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 02/15/2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve the re-appointments of Joe Pendleton and Chuck Ware to Emergency Service District (ESD) #4 for two-year terms ending December 31, 2023.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 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

Authorize the Building Maintenance Department to utilize insurance proceeds for HVAC repairs located at the Government Center and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	February 15, 2022	\$22,358.01

LINE ITEM NUMBER

001-695-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Building Maintenance received insurance proceeds totaling \$22,358.01 and is requesting to budget those funds for the required repairs. The funds are a result of an air conditioning unit being struck by lightning during a storm.

The funds were received in two separate payments. The first was in November 2021 in the amount of \$18,400.29 and the second was in February 2022 in the amount of \$3,957.72.

Budget Amendment

Increase Misc Equipment_Capital: 001-695-00.5719_700

Increase Compensation for Loss: 001-695-00.4680

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Juvenile Detention Center to purchase one (1) Waste Disposal with Leg Kit valued at \$2,986.33 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$2,986.33

LINE ITEM NUMBER

070-685-00.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Brett Littlejohn	INGALSBE	N/A

SUMMARY

The juvenile Detention Center is requesting one Waste Disposal with Leg Kit valued at \$2,986.33. The current waste Disposal is unrepairable and needs to be replaced. Savings within the operating budget are available for this expenditure.

Attached: Mark's Plumbing Parts Quote
Buy Board Contract #657.21

Budget Amendment:
Increase Misc. Equipment_Operating
Decrease Staff Salaries

Reg # 2022-0752



3312 RAMONA DR
FORT WORTH, TX 76116-6428
www.marksp.com

John W Gasparini Inc
DBA Marks Plumbing Parts
Tax ID 75-1868379

QUOTE 101692282

Toll Free 800-772-2347
Local 817-731-6211
Fax 817-244-MARK (6275)
Email sales@marksp.com

BILL TO:

SHIP TO:

HAYS COUNTY JUVENILE CTR
ACCOUNTS PAYABLE
712 S STAGECOACH TRL STE 1071
SAN MARCOS, TX 78666-6247

HAYS COUNTY JUVENILE CTR
MAINT DEPT
2250 CLOVIS R BARKER RD
SAN MARCOS, TX 78666-4002

Customer	Purchase Order	Talked To	Date	Good Thru
287444-78666A		Jesse Mancias	02/10/22	03/12/22

PART NO	DESCRIPTION	UNIT	QTY	PRICE	EXTENDED
42002	ISE 2HP 3PH 208-230/460V BASIC WASTE DISPOSAL WITH LEG KIT	Each	1	2,986.33	2,986.33
SUBTOTAL					2,986.33
Shipping & Handling					0.00
TAX					0.00
TOTAL					2,986.33

DO NOT PAY FROM THIS DOCUMENT

Entered By	Rep		Page
c.christensen	TX7	www.marksp.com	1 of 1

GSA# GS-07F-0342U

BUY BOARD # 657-21

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a General and No Litigation Certificate of Hays related to the issuance of bonds by Capital Area Housing Finance Corporation for Legacy Square Apartments, located in San Marcos, Hays County, Texas.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 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

INGALSBE

N/A

SUMMARY

The General Certificate must be submitted by Capital Area Housing Finance Corporation (CAHF Corp.) to the Texas Attorney General. It represents a simple statement from the County Judge regarding the "good standing" and status of CAHF Corp. It does not "authorize" the issuance of the bonds, nor does it implicate Hays County as a participant in the issuance of these bonds.



February 15, 2022

Mark Kennedy
Hays County General Counsel
Hays County Courthouse
111 E. San Antonio Street, Suite 202
San Marcos, Texas 78666

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Legacy Square Apartments), Series 2022

Dear Mr. Kennedy:

The Capital Area Housing Finance Corporation (the "*Corporation*") will issue the above captioned Bonds in an aggregate principal amount not to exceed \$30,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The development will be located in the City of San Marcos, a political subdivision of the Corporation (the "*Development*"). The Bonds will be a special limited obligation of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are two (2) copies of the General and No Litigation Certificate (the "*General Certificate*") for execution by Judge Ruben Becerra as the County Judge of the County of Hays. I have included below for your convenience a description of the legal requirements behind the General Certificate.

Although the Development will be constructed in the City of San Marcos, Texas, 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) requires a General Certificate from each sponsoring political subdivision of the Corporation to be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.**

Please review the General Certificate and call me at (512) 349-9104 with any questions or comments you may have. Otherwise, if all is in order, please both signature pages for the General Certificate executed and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than Friday, April 1, 2022.

CAPITAL AREA HOUSING FINANCE
CORPORATION

A handwritten signature in black ink, appearing to read "M. John Trofa", written over a horizontal line.

By

M. John Trofa
General Counsel

Enclosures

cc: Jim Shaw, Executive Director of Capital Area HFC

GENERAL AND NO LITIGATION CERTIFICATE OF HAYS COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Hays County, Texas (the "*County*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its multifamily housing revenue bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Legacy Square Apartments)" issued in one or more series (the "*Bonds*").

2. The Commissioners Court (the "*Governing Body*") of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The County has appointed Commissioner Mark Jones to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall

be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

HAYS COUNTY, TEXAS

By _____
Judge Ruben Becerra

ATTEST

By _____
General Counsel, Hays County

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF 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 renewal of RFP 2018-P10 County Wide Electrical Services with CT Electric and Ted Breihan Electric for one (1) additional year as stated in the original bid.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

T. Crumley

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

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

Attachments:

CT Electrical Renewal Letter

Ted Breihan Electric Renewal Letter



OFFICE OF THE COUNTY AUDITOR

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

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

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

February 1, 2022

CT Electric
3331 RR 12 #102
San Marcos, TX 78666


RE: Annual contract renewal

The annual contract for Countywide Electrical Services, RFP 2018-P10 is scheduled to expire on March 31, 2022. This letter will serve as official notice that Hays County would like to exercise its fourth (4th) and final option to renew the existing contract for one (1) additional year effective April 1, 2022, through March 31, 2023, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

 _____ Signature	<u>CT Electric</u> _____ Company
<u>Johnny Homann</u> _____ Printed Name	<u>2/2/2022</u> _____ Date

Approved by the Hays
County Commissioners Court
on: _____

Ruben Becerra
Hays County Judge



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

February 1, 2022

Ted Breihan Electric Co.
PO Box 477
San Marcos, TX 78666

RECEIVED IN THE OFFICE OF
HAYS COUNTY AUDITOR
FEB 10 2022

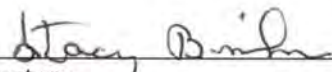
RE: Annual contract renewal

The annual contract for Countywide Electrical Services, RFP 2018-P10 is scheduled to expire on March 31, 2022. This letter will serve as official notice that Hays County would like to exercise its fourth (4th) and final option to renew the existing contract for one (1) additional year effective April 1, 2022, through March 31, 2023, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor



Signature

STACY BREIHAN

Printed Name

TED BREIHAN ELECTRIC CO., LLC

Company

2-7-22

Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge

TED BREIHAN ELECTRIC

118 S. EDWARD GARY STREET
MAILING ADDRESS: P.O. BOX 477
SAN MARCOS, TEXAS 78667-0477

Phone 512-396-3300

twb.breihanelectric@gmail.com
TECL# 18853

December 29, 2020

To the Customers, Suppliers, and Contractors of Ted Breihan Electric Co.:

As of 1/1/21, Ted Breihan Electric Co. will be owned and operated by Stacy and Michele Breihan as a new LLC. Ted Breihan will still be involved as a consultant and the operation of the business will be just as it is now. If any of you need changes to contracts or other business paperwork we will be happy to accommodate. The new employer ID for Ted Breihan Electric Co., LLC is 85-3243225.

Please call us if you have any questions about this change in our business. We appreciate our business done with you in the past and look forward to a continued relationship.

Thank you,

Stacy Breihan

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TED BREIHAN ELECTRIC CO., LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 477	Requester's name and address (optional)
6 City, state, and ZIP code SAN MARCOS, TX 78667	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
8	5	-	3	2	4	3	2	5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person Michelle Breihan	Date 3/29/2021
-----------	--	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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 Cowboy Harley-Davidson of Austin in the amount of \$682.96 for the Hays County Constable, Pct. 4 Office in which no purchase order was issued as required per the Hays County Purchasing Policy.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$682.96

LINE ITEM NUMBER

001-638-00.5413

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Ron Hood, Constable, Pct. 4	SMITH	N/A

SUMMARY

Hays Co. Constable, Pct. 4 motor unit required the replacement and balance of the front tire, replacement of the front rotors, oil change, and a 30K mile Service inspection on a 2020 Harley-Davidson motorcycle due to normal use. The work was completed without the issuance of a PO as required per the purchasing policy. Funds are available within the operating budget for this expenditure.

Attached: Cowboy Harley-Davidson of Austin Invoice #194237

Cowboy Harley-Davidson of Austin
10917 IH-35 South
Austin, TX 78747
Phone: 512-448-4294

Repair Order Invoice

Doc Number: 194237
Service Writer: Jason Dominguez
Date Printed: 02/16/2022
Date In: 02/15/2022
Cashier: Jason Dominguez
Cashier Date: 02/16/2022

HAYS COUNTY CONSTABLE PRECINCT
195 ROGER HANKS PARKWAY
DRIPPING SPRINGS, TX 78620

Customer Information

Work Phone: 512-393-2259
Email: KIMBERLI.ANDREWS@CO.

Summary

Unit	Job	Job Total
2020 HD FLHTP	C/S INSPECT FRONT ROTORS	\$40.00
2020 HD FLHTP	TOURING, 17-*, 30K SERVICE	\$385.30
2020 HD FLHTP	C/S REPLACE FRONT TIRE	\$253.46
2020 HD FLHTP	C/S INSPECT REAR TIRE	\$0.00
Job Subtotal:		\$678.76
Misc:		\$29.20
Job Parts Subtotal:		\$294.76
Job Labor Subtotal:		\$384.00
Total:		\$707.96
Less Deposits:		(\$25.00)
Total Due:		\$682.96
A/R Charge - HAYS COUNTY CONSTABLE PRECINCT 4:		\$682.96

1HD1FMP10LB638992
LEFT VOICE MAIL INFORMING CUSTOMER BIKE IS COMPLETE. JD 2-15-22
830-225-4114 CONTACT WHEN THE BIKE IS COMPLETE

KEYS/FOB (CIRCLE) NONE SADDLEBAG TOURPAK MIRROR IGNITION W/SHIELD POUCH FAIRING

Arrival Date: _____ Date Complete: _____
Safety Campaign Open: _____ Date/Time Called: _____
Warranty Exp: _____ Message: _____

REMOVED PARTS ARE AVAILABLE FOR PICK-UP. WILL BE THROWN AWAY IF LEFT MORE THAN 30 DAYS.

NOTICE: A SERVICE FEE OF \$5.00 PER DAY WILL BE CHARGED IF VEHICLE IS NOT PICKED UP WITHIN 15 DAYS OF NOTIFICATION OF COMPLETION.

DISCLAIMER OF WARRANTIES:

The seller, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

AUTHORIZATION OF REPAIRS:

I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume nor authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss of or damage to the above vehicle, or articles left therein, in case of fire, theft, or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

2545 

Signature: _____

Detail

Unit 2020 HD FLHTP

Color:

VIN/Serial No:1HD1FMP10LB638992

Plate:

Odom/Hrs In:29,187

Out:29,189

C/S INSPECT FRONT ROTORS**Description:** JDC/S WHEN APPLYING THE FRONT BRAKES AT HIGHER SPEEDS THE FRONT END PULSATES LIKE THE ROTORS ARE WARPED
C/S IT COULD BE BECAUSE OF THE WORN FRONT TIRE BUT WOULD LIKE THE ROTORS INSPECTED ALSO**Resolution:** TECH STATES LEFT ROTOR IS .002"
RIGHT ROTOR IS AT .003"
SPEC IS .008"**Labor**

Description	Technician	Hours	Total
ROTORS	Jason Winkel	0.5	\$40.00
Labor Subtotal			\$40.00
Job Subtotal			\$40.00

TOURING,17-*,30K SERVICE**Description:** *CHECK FOR MAINTENANCE CONTRACT*

ALL PARTS LISTED - DELETE OPTIONAL PARTS FROM JOB LINE.

*DOT 4 BRAKE FLUID HAS A 2 YEAR REPLACEMENT INTERVAL, WORST CASES OR BIKES THAT ARE 2 YEARS OLD AND OLDER MIGHT HAVE BRAKE FLUID MOISTURE CONTENT ABOVE 2% AND NEED THE BRAKE SYSTEM FLUSHED FOR AN ADDITIONAL CHARGE.

*ALL WORK IS PERFORMED FOLLOWING HARLEY-DAVIDSON MAINTENANCE SCHEDULE AND TIMES.

TRANSMISSION FLUID 60K ONLY ADDITIONAL 0.2 HRS.

(1) 62600004 FORMULA + -OR-

(1) 62600006 SYN 3

Parts

Part #	Qty	Description	Price	Discount	Total
17369-06	1.00	GASKET SERVICE KIT, 1K, 5	\$5.49	(\$0.55)	\$4.94
62600005	6.00	SYN3,1-QT,BTL	\$12.95	(\$1.29)	\$69.96
62700296	1.00	FILTER,OIL,BLACK	\$13.95	(\$1.39)	\$12.56
31600012	4.00	SPARK PLUG,M10	\$4.95	(\$0.49)	\$17.84
Parts Subtotal					\$105.30

Labor

Description	Technician	Hours	Total
CUSTOMER STATES PERFORM 30K SERVICE	Jason Winkel	3.5	\$280.00
Labor Subtotal			\$280.00
Job Subtotal			\$385.30

C/S REPLACE FRONT TIRE**Description:****Resolution:** TECH REPLACED FRONT TIRE**Parts**

Part #	Qty	Description	Price	Discount	Total
43109-09A	1.00	TIRE FRONT D408F 130/80B1	\$245.95	(\$61.49)	\$184.46
Disposal Fees-TIRE	1.00	Disposal Fees - Tire	\$5.00	\$0.00	\$5.00
Parts Subtotal					\$189.46

Labor

Description	Technician	Hours	Total
FRONT TIRE	Jason Winkel	0.8	\$64.00
Labor Subtotal			\$64.00
Job Subtotal			\$253.46

C/S INSPECT REAR TIRE**Description:****Resolution:** T/S REAR TIRE LOOKS GOOD AT THIS TIME**Job Subtotal** \$0.00**All Jobs Subtotal:** \$678.76

Shop Supplies:	\$29.20
Total:	\$707.96
Less Deposits:	(\$25.00)
Total Due:	\$682.96

A/R Charge - HAYS COUNTY CONSTABLE PRECINCT 4:	\$682.96
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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize Security One to install a Cellular Communicator to the fire alarm system at the Precinct 5 building in the amount of \$800.00 and execute the updated system monitoring agreement.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$800

LINE ITEM NUMBER

001-695-00.5451

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

Building Maintenance and Security One (our alarm monitoring company) would like to install a Cellular Communicator to the current fire alarm system located at Precinct 5. The installation of this piece of equipment will increase the alarm call reliability and stop false trouble calls. Installation and equipment costs are \$800. If installed, there will also be a monthly increase of \$30 to the existing fire alarm monitoring costs to that building.

Attachment:

Security One Proposal and Agreement

Security One, Inc
716 W. Byrd Blvd
Universal City, TX 78148
210-341-8900



WORK ORDER

NAME Hays County Precinct 5 PHONE 512-295-2700
ADDRESS 500 Jack C Hays Trail
CITY Buda TEXAS 78610
BILLING # 805323-06 CSID # 56-15-2698 ☒ Tax Exempt
DATE 23 Feb, 2022 ☒ Chargeable ☐ Non-Chargeable
This proposal is valid for 60 days from above date

DESCRIPTION OF WORK

Scope of Work:

Add fire alarm rated cell communicator to fire alarm system. Includes one time charge for equipment and installation. Connect to fire alarm panel, cell communicator will serve as sole means of fire alarm communication and phone lines will not longer be required.

Cell service rate is \$30/month, added to existing fire alarm monitoring of \$30/month.
Total rate is \$60/month includes cell and fire alarm monitoring services.

Note: Customer is responsible for providing electrical power outlet located above and connected at the fire alarm panel. New outlet will provide power to cell communicator. See attached diagram as example.

QTY	MATERIAL	UNIT PRICE	EXTENDED
1	UL listed Fire Alarm Cellular Communicator.	\$800.00	\$800.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
I am aware that there are details on the reverse side. I also acknowledge that unless I select a backup form of communication (such as a GSM) a phone line is required for this system at all times. I accept this proposal as written above. List exceptions, if any:		Total Materials	\$800.00
		Tax	\$66.00
		TOTAL	\$866.00

Customer Acceptance

Security One, Inc.

This company is licensed and regulated by the TEXAS DEPARTMENT OF PUBLIC SAFETY PRIVATE SECURITY BUREAU.
Any complaints may be addressed to that agency at PO Box 4087 Austin, TX 78773-0001



CUSTOMER OVERVIEW

I, Hays County Precinct 5 on 23 February. 2022 UNDERSTAND THAT:

- It is understood that the ownership of The System remains with The Customer.
- I am required to pay the monthly fee for the duration of the agreement between Security One, Inc. and myself.
- Security One, Inc. is not insuring my property or the property of any other person.
- The system does not guarantee prevention of property loss or injury to anyone.
- The system that I have chosen may not have detection devices at all possible points of entry. This is the amount of detection that I have chosen.
- The system will not report to the monitoring station if the phone service is interrupted in any way.
- Cellular radio reporting is available should I desire to add it to my system.
- It is my responsibility to obtain an alarm permit if one is required.

I HAVE RECEIVED A COPY OF THIS OVERVIEW.

Customer Signature

Security One, Inc.



License B3192 & ARC1165

FIRE ALARM SYSTEM AGREEMENT

This agreement is made between, Hays County Precinct 5 500 Jack C Hays Trail
hereafter called The Customer, and **SECURITY ONE INC.**, hereafter called The Company, on 23 February. 2022

Schedule of Selected Services	Security One	Customer
System Installation (See 1A and Proposal)	X	X
Fire System Monitoring (See 2A)	X	X
Fire System Repair (See 2B)		
Required Smoke Det. Sensitivity Testing (See 2B)		
Required Fire System Inspections (See 2B)		

1. MONTHLY FEE, GOVERNMENT ASSESSMENTS

(A) The sum of \$ 800.00, shall be paid 50% down and 50% upon completion and activation of system for the services selected on the Installation of System addendum.

(B) The Customer agrees to pay a monthly fee of \$ 60.00/month plus tax, which shall be on the day that The System is activated. All subsequent monthly fees shall be payable on the first day of the month. Payment received after the 15th day of the month shall be assessed a late fee of \$5.00 a month. The monthly fee is for the services provided only.

(C) The Customer further agrees to pay any permit fee, false alarm fee, and/or taxes assessed by any governmental body.

2. SERVICES SELECTED: **(A) FIRE ALARM MONITORING**

Monitoring services consist of the receipt, analysis and response of systems monitored under this agreement. The Company will make every reasonable attempt to verify the alarm signal and notify the proper authorities upon the receipt of a signal.

(B) FIRE SYSTEM REPAIRS, REQUIRED FIRE SYSTEM INSPECTIONS, SMOKE DETECTOR SENSITIVITY TESTING

The Company, will perform the above listed services at the current prevailing rate:

The current prevailing rate is \$ 95.00 per hour (Initial)

☐ Customer has chosen to include inspections in their monthly fee, see the attached addendum.

Repairs, Inspections, and Sensitivity Testing performed M-F between 8 a.m. and 5 p.m. excluding holidays. All services requested by the customer outside of these hours will be billed at 1.5 times the hourly rate with a minimum 2-hour charge. Fire System Repairs are on a Time and Materials basis.

A trip charge of \$2.62 per mile will be assessed on all sites located more than 50 miles from the Alamo as determined by Google maps.

Rates are subject to change at any time and without notice. (Initial)

3. TERM OF AGREEMENT, RIGHT TO CALL ALL FEES DUE

(A) This agreement shall remain in full force and effect for 36 months from the date of this agreement. It shall continue from year to year thereafter unless either party gives written notice to the other of their intent to discontinue service. The notice, if given, shall be in writing, and sent to the address shown on the proposal form and shall be given thirty days in advance. The Customer may cancel this agreement at any time after the 36-month term has ended by giving a thirty (30) day notice in writing. The company shall be permitted from time to time to increase the monthly fee by an amount not to exceed ten percent per year. The monthly fee shall not increase during the initial term of the agreement.

(B) In the event that Customer's payments are delinquent by sixty (60) or more days, The Company has the right to call all remaining payments pursuant to this monitoring agreement to be immediately due and payable, and The Company may, in its sole discretion, terminate all services provided by any legal means for non-payment of monthly fees, all without further notice to Customer.

4. COMPANY'S RIGHT TO DEPROGRAM THE SYSTEM

The Customer agrees that The Company has the right to enter the premises and deprogram The System for nonpayment of any fees required to be paid under this agreement or if The System is malfunctioning in a way that would jeopardize the integrity of the monitoring station. The deprogramming of The System shall not constitute a waiver by The Company of its rights to collect all fees due by The Customer to The Company. The Company may at its option disconnect The System from the phone lines instead of deprogramming it.

5. OWNERSHIP OF THE SYSTEM

It is understood that the ownership of The System remains with The Customer who agrees to pay The Company for services performed under this agreement.

6. MECHANIC'S LIEN

The Customer acknowledges that he/she is aware that if The Customer defaults in any of the terms or conditions of this agreement, The Company may file a Mechanic's Lien upon the property where The System is installed, for the value of payments not received.

7. NOTICE TO CUSTOMERS

By signing below, The Customer acknowledges that The Customer has read the front and back of this agreement and the proposal attached hereto.

8. TESTING OF SYSTEM

The Customer agrees to test The System monthly to ensure it works properly and notify The Company in writing, if repairs are needed. An inoperative system due to the failure to notify The Company of need for repair does not constitute a breach of this agreement on the part of The Company nor does it excuse any monthly fees.

9. INTERRUPTION OF SERVICE

The Company assumes no liability for interruption of monitoring, warranty or repair service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service, acts of God, or for any other cause beyond the control of The Company and will not be required to supply any services to The Customer while interruption of service due to any such cause may continue.

Customer Signature

1. INSTALLATION: **1.1** The customer agrees to have the system installed by The Company. **1.2** The Company agrees to furnish all the material and labor necessary for the installation.

2. PRICE, PAYMENT, AND OWNERSHIP: **2.1** The Customer agrees to pay The Company for The System listed on the reverse side of this agreement. **2.2** Payment is due when system is made operable and is delinquent if not paid within thirty (30) days. **2.3** All equipment is leased to The Customer unless otherwise noted on the front of this document. **2.4** All purchased equipment remains the property of The Company until paid in full.

3. LIABILITY OF COMPANY: The Company does not represent or warranty that The System may not be compromised circumvented; or that The System will prevent any loss by burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. Customer acknowledges and agrees; that The Company is not an insurer; that The Customer assumes all risk of loss or damage to The Customer's premises or to the contents thereof and The Customer has read and understand all this agreement.

4. WARRANTY: The Company hereby warrants that all the material installed will be as specified. Parts have a warranty of one (1) year. Labor has a warranty of ninety (90) days. Service outside of the above parameters is chargeable service, unless noted on the lease or service agreement.

5. DISCLAIMER OF WARRANTIES: Except as set forth above, The Company makes no express or implied warranties as to the matter whatsoever, including without limitation, the condition of the equipment, its merchantability, or its fitness for any particular use.

6. ACCEPTANCE OF INSTALLATION: Any error or omission in the construction or installation of The System must be called to the attention of The Company in writing within five (5) days after the date that The System is made operable. Otherwise the installation shall be deemed totally satisfactory to The Customer and accepted by The Customer.

7. COMPANY'S RIGHT TO FILE MECHANIC'S LIEN: The Company has the right to file a mechanic's lien on the property where The System is installed or service is rendered if fees are not paid.

8. INDEMNIFICATION: The Customer agrees to indemnify and hold harmless The Company, its successors and assigns, from any loss, cost or expense on account of any claim for damages by any person not a party to this agreement including The Customer's insurance company.

9. SELLER IS NOT AN INSURER: It is understood and agreed that The Company is not an insurer; that instance, if any, shall be obtained by The Customer.

10. GENERAL PROVISIONS:

Attorney's Fees: Limitation of Actions. In the event, it shall become necessary for The Company to institute or defend legal proceedings to enforce its rights under this agreement, The Customer shall pay to The Company reasonable attorney fees. In the event that The Company shall refer this agreement to an attorney for collection, The Customer shall pay to The Company reasonable attorney's fees, even if a lawsuit has not been filed. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

Invalid Provisions. In the event, any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and The Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.

Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without notice at the option of The Company, if The Company's or The Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damages that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.

Entire Agreement: Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreement of the parties, and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Notice. All notices to be given there under shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. The Customer, by signing this agreement, hereby authorizes The Company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.

Gender; Number. Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in construction the provision of this Agreement.

Jurisdiction and Venue. This agreement shall be constructed in accordance with laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Bexar County, Texas.

The Company Operating License. The Company operates under the two following registration numbers:
(a) Security License No B-03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 4087, Austin, TX. 78773-0001. Phone (512) 424-7293, and **(b)** Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 676-6800.

10. SIGNAL TRANSMISSION

(A) **DIGITAL COMMUNICATOR** – The Customer understands that a digital communicator is used as the method of transmission of an alarm signal to The Company's central station on The Customer's regular telephone line. Therefore, if the telephone line or cable is cut, damaged, or disconnected, out of order, placed on vacation, or otherwise interrupted, signals from The Customer's alarm system will not be received in The Company's central station and the interruption of service will not be known by The Company. The Customer has been specifically informed of this inherent limitation in a system using such devices, and further acknowledges that the signals transmitted over telephone lines in this manner are beyond the control of The Company with such line being maintained in service by the applicable telephone company or utility.

(B) **RADIO FREQUENCY** (Available at additional cost if selected and requested in writing by The Customer on attached proposal.)

The System transmits signals by radio frequency. The Customer understands that a radio system is not supervised and requires an operable antenna, and non-interference with radio waves transmission for a signal to be transmitted and received by the central station and no alarm signal can be received by the central station while the interference or inoperative condition exists.

11. SUBROGATION

Customer hereby releases, discharges, indemnifies, and agrees to hold The Company harmless from any and all claims, liabilities, damages, losses, attorney's fees, costs, and/or expenses arising from or caused by any hazard covered by insurance in or on the premises of Customer, whether said claim is made by Customer, his agent, or insurance company, or from other parties claiming under or through Customer. Customer agrees to indemnify The Company against any action for subrogation which may be brought against the Company by an insurer or insurance company or its agents or assigns, including the payment of all damages, expenses, costs and attorney's fee.

12. INDEMNIFICATION

Customer agrees to indemnify and hold harmless Company, its successors, assigns, officers, directors, and employees, from any loss, cost, expense, or attorney's fees on account of any claim for damages by any person not a party to this agreement including Customer's insurance company, arising out of the apprehension on or about the premises of any burglary or robbery suspect, or on account of any claim for destruction, damage or injury to any person or property arising out of or in connection with the operation or non-operation of The System whether these claims be based upon alleged intentional conduct, active or passive negligence, or strict or product liability, on the part of The Company, its agents, servants, or employees.

13. COMPANY IS NOT AN INSURER; DISCLAIMER OF WARRANTIES; LIQUIDATION DAMAGES

(A) It is understood and agreed: that Company is not an insurer; The Company provides no insurance; insurance, if any, shall be obtained by Customer; that payments provided herein are based solely upon the value of The System and are unrelated to the value of Customer's property or the property of others located in Customer's premises: that Company makes no guarantee or warranty, including any implied warranty of merchantability or fitness that The System supplied will avert or prevent occurrences or the consequences there from which The System is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, or the failure of The System to properly, operate with resulting loss to Customer because of, among other things:

The uncertain amount of value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which The System is designed to detect or avert.

The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;

The inability to ascertain what portion, if any, or any loss would be proximately caused by Company's failure to perform or its equipment to operate.

(B) Customer understands and agrees that if Company should be found liable for loss or damages due to the failure of The System in any respect whatsoever, Company's liability shall be limited to the sum of \$250.00 as liquidated damages and not as a penalty and this liability shall be exclusive, and that provisions of this section shall apply if loss and damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or non-performance of the obligations imposed by this contract, or from negligence, active or otherwise, of Company, its agents, assigns, or employees.

14. LIABILITY OF THE COMPANY

Company **does not** represent or warrant that the alarm system may not be compromised or circumvented; or that The System will prevent any loss or burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. **Customer acknowledges and agrees: that Customer assumes all risk or loss or damage to Customer's premises or to the contents thereof, and that Customer has read and understands all of this agreement, particularly paragraph 14 which sets forth Company's maximum liability in the event of any loss or damage to buyer or anyone else.**

15. INVALID PROVISIONS

If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

16. ASSIGNMENT OF RIGHTS

(A) Customer acknowledges that the sale or transfer of Customer's premises shall not relieve Customer of the duties and obligations under this Agreement. Customer may not assign this agreement without the written consent of The Company.

(B) The Company shall have the right to assign this agreement to any other person, firm or corporation without notice to Customer and shall have the further right to subcontract any installation and/or service including monitoring and patrol response which it may perform. Customer acknowledges that this agreement, and particularly those paragraphs relating to The Company maximum liability, limited liability and third-party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors of The Company, and that they bind Customer with respect to the assignees and/or subcontracts with the same force and effect as they bind Customer to The Company.

17. GENERAL PROVISIONS:

Attorney's Fees: Limitation of Actions. In the event it shall become necessary for The Company to institute or defend legal proceedings to enforce its rights under this agreement, The Customer shall pay to The Company reasonable attorney fees. In the event that The Company shall refer this agreement to an attorney for collection, The Customer shall pay to The Company reasonable attorney's fees, even if a lawsuit has not been filed. Both parties agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence, or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore.

Invalid Provisions. In the event any of the terms or provisions of this agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

Customer's Purchase Order. Customer acknowledges that if there is any conflict between this agreement and Customer's purchase order or any other document, whether prior or subsequent to this agreement, this agreement will govern unless approved in writing by an authorized officer of The Company.

Agreement Suspended on Catastrophe. This agreement may be suspended or canceled, without the notice at the option of The Company, if The Company's or Customer's premises or The System are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event The Company is unable to render service as a result of any governmental authority.

Entire Agreement; Modification. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understanding or agreements of the parties and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified by a written agreement signed by the parties or their duly authorized agents. No waiver or a breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach.

Notice. All notices to be given hereunder shall be in writing and may be served, either personally or by certified mail, return receipt requested, to the address contained herein.

Credit Inquiry. Customer, by signing this agreement, hereby authorizes company to perform a credit investigation, including inquiry into The Customer's consumer credit files with various credit reporting agencies.

Gender; Number. Whenever the context requires in this agreement, the masculine, feminine, or neuter gender, and the singular or plural number, shall be deemed to include the others.

Conditions and Covenants. Each and all of the provisions of this agreement are conditions to be faithfully and fully performed.

Section Headlines. The section titles used herein are for the convenience of the parties only and shall not be considered in constructing the provisions of this Agreement.

Jurisdiction and Venue. This agreement shall be constructed in accordance with the laws of the State of Texas. Venue for any action brought to enforce any provision of this agreement may only be had in Bexar County, Texas.

The Company Operating License. The Company operates under the two following registration numbers:

(A) Security License No. B-3192 issued by the Texas Department of Public Safety Texas Private Security Bureau, P.O. Box 4087, Austin, Texas 78773, (512)424-7729, and (B) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 305-7900.



INFORMATION SHEET

SITE INFORMATION

Name Hays County Precinct 5

Address 500 Jack C Hays Trail

City San Marcos

State TX Zip code 78610

Phone 512-295-2700

BILLING/MAILING INFO (if different from site)

Name Hays County Accounts Payable

Address 712 S. Stagecoach Trail Suite 1071

City San Marcos

State TX Zip code 78666

Phone _____

Cross Street _____ Password _____

Email address _____ Email billing? Yes No

Police PD Fire FD

CONTACT PARTIES

NAME	PHONE	TYPE (H/W/C)
Chris Deichmann - Facility Maintenance Manager	512-393-7659	Work

USE BELOW LISTED INFORMATION FOR

Monitoring Only	Installation Only	Both
------------------------	--------------------------	-------------

Name of Financial Institution _____

Name on Account _____

Banking Account # _____

Bank Routing # _____

FOR ADDITIONAL ACCOUNT INFO Installation Only

I understand that installation charges will be processed the Friday before the installation: _____

How did you hear about us?

Yellow Pages Current Customer Police Officer Our Website Other

Referred by: Current Customer Credit _____

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 Recycling and Solid Waste Department to purchase a replacement OptiPlex 7090 Micro Computer in the amount of \$1,022.00 for the Wimberley Recycling and Solid Waste office and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$1,022

LINE ITEM NUMBER

001-716-00.5712_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The office computer that had been used in our Wimberley Recycling and Solid Waste Office stopped working and IT diagnosed it as unrecoverable. The Wimberley Recycling Office is currently using an IT loaner computer until a new one can be purchased. Funding for this purchase has been identified in the Countywide Operations FY22 Operating budget.

Attachment: Dell Quote

Budget Amendment:

Decrease: 001-712-00.5391 Miscellaneous (\$1,022)

Increase: 001-716-00.5712_400 Computer Equipment Operating \$1,022



A quote for your consideration

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

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

Quote No.	3000113132864.1	Sales Rep	Chris Minchew
Total	\$1,022.00	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	Feb. 24, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Mar. 26, 2022		HAYS COUNTY - AUDITORS
Contract Name	Texas Department of Information Resources (TX DIR)		712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Solution ID	.		
Deal ID	23048855		

Message from your Sales Rep

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

Regards,
Chris Minchew

Shipping Group

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

Product	Unit Price	Quantity	Subtotal
OptiPlex 7090 Micro	\$1,022.00	1	\$1,022.00

Subtotal:	\$1,022.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$1,022.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$1,022.00

Shipping Group Details

Shipping To

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

Shipping Method

Standard Delivery

		Quantity	Subtotal	
OptiPlex 7090 Micro		\$1,022.00	1	\$1,022.00
Estimated delivery if purchased today: May. 12, 2022 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				
Description	SKU	Unit Price	Quantity	Subtotal
NO RAID	817-BBBN	-	1	-
OptiPlex 7090 Micro XCTO	210-AYVH	-	1	-
10th Generation Intel Core i7-10700T (8-Core, 16MB Cache, 2.0GHz to 4.5GHz, 35W)	338-BVDG	-	1	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	1	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	1	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	1	-
2.5 inch 1TB 5400rpm SATA Hard Disk Drive	400-BIOX	-	1	-
No Additional Hard Drive	401-AANH	-	1	-
Intel Integrated Graphics	490-BBFG	-	1	-
OptiPlex 7090 Micro 35W, Supports up to 10 Core Processors	329-BFOC	-	1	-
130 Watt AC Adapter	450-AHYZ	-	1	-
US Power Cord	450-AAZN	-	1	-
Internal Wireless Antennas	555-BFPV	-	1	-
Intel Wi-Fi 6 AX201, Dual-band 2x2 802.11ax with MU-MIMO + Bluetooth 5.1	555-BGNB	-	1	-
Intel Wi-Fi 6 AX201 2x2 (Gig+) + Bluetooth 5.2	555-BGPR	-	1	-
No Stand or Mount	575-BBBI	-	1	-
No Additional Cable	379-BBCY	-	1	-
No PCIe add-in card	492-BBFF	-	1	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
No Cable Cover	325-BCZQ	-	1	-
Not selected in this configuration	817-BBBC	-	1	-
SupportAssist	525-BBCL	-	1	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	1	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	1	-
Waves Maxx Audio	658-BBRB	-	1	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	1	-

Dell Optimizer	658-BEQP	-	1	-
Windows PKID Label	658-BFDQ	-	1	-
OS-Windows Media Not Included	620-AALW	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	1	-
Dell Watchdog Timer	379-BEKK	-	1	-
Quick Setup Guide 7090 MFF	340-CVQR	-	1	-
US Order	332-1286	-	1	-
No UPC Label	389-BCGW	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material	340-CQYN	-	1	-
Shipping Label	389-BBUU	-	1	-
Regulatory Label for OptiPlex 7090 MFF 130W	389-DZEW	-	1	-
Intel Core i7 vPro Processor Label	340-CPOZ	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
No Anti-Virus Software	650-AAAM	-	1	-
Custom Configuration	817-BBBB	-	1	-
No Option Included	340-ACQQ	-	1	-
No AutoPilot	340-CKSZ	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-
Speaker for OptiPlex MFF	520-AARC	-	1	-
Intel vPro Technology Enabled	631-ACXI	-	1	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887	-	1	-

Subtotal:	\$1,022.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$1,022.00

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

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 accept the Annual 2021 Wildlife Management Activities Report for Gay Ruby Dahlstrom Nature Preserve.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

T. CRUMLEY

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

This report is prepared annually by Plateau Land & Wildlife Management and submitted to the Hays County Tax Appraiser for the Gay Ruby Dahlstrom Nature Preserve. The report outlines all wildlife activities and practices on the property for the Open Space Agricultural Valuation for the reporting year 2021.

Attachment:
2021 Annual Report

2021 Annual Report

Dahlstrom Family LP

Hays County

Table of Contents

1. Texas Parks and Wildlife Annual Report Form
2. Property Maps
3. Photos of Wildlife Management Activities
4. Additional Documentation for Wildlife Management Activities





1-D-1 Open Space Agricultural Valuation Wildlife Management Annual Report for the Year(s) 2021

Submit this plan to your County Tax Appraiser, not to Texas Parks and Wildlife Department

Part I. Owner Information

Account Number:

See attached legal descriptions

Owner's Name: Dahlstrom Family LP
Current mailing address: _____
City, town, post office, state and zip code: _____
Phone number: _____
Tract Name: _____ Majority County: Hays
Additional Counties (if any): _____

Part II. Qualifying Wildlife Management Activities

Check the wildlife management practices implemented on the property during the year being reported. A minimum of three practices is required.

- ☒ Habitat control
- ☐ Erosion control
- ☒ Predator control
- ☒ Making census counts to determine population.
- ☒ Provide supplemental supplies of water
- ☒ Provide supplemental supplies of food
- ☒ Provide shelters

Part III. Wildlife Management Association Membership

Are you a member of a wildlife property association? ☐ Yes ☒ No

Name of wildlife property co-op/association, if YES is checked. _____

Part IV. Wildlife Management Activities

Check the activities you have implemented during the year to support each of the wildlife management activities listed in Part II.

1. HABITAT CONTROL

- ☐ *Grazing management.* Check grazing system being utilized.
- ☐ 1 herd/3pasture ☐ 1 herd/4 pasture ☐ 1 herd/multiple pasture
☐ High intensity/low frequency (HILF) ☐ Short duration system
☐ Other type of grazing system (describe) _____

Additional Information: _____

- ☐ *Prescribed Burning*

Acres to be burned: _____ Planned burn date: _____

Additional Information: _____

- ☐ *Range Enhancement (Range Reseeding)*

Acres to be seeded: _____ Date to be seeded: _____

Seeding Method: ☐ Broadcast ☐ Drilled ☐ Native Hay

Seeding mixture to be used: _____

Fertilized: ☐ Yes ☐ No

Weed control needed for establishment? ☐ Yes ☐ No

Additional Information: _____

- ☐ *Brush Management.* Acres to be treated: _____ Check method of brush management:

- ☐ Mechanical

☐ grubber ☐ chain ☐ roller chopper/aerator ☐ rhome disc
☐ brush hog (shredder) ☐ dozer ☐ hand-cutting (chainsaw)
☐ hydraulic shears ☐ other (describe): _____

☐ Chemical Kind: _____ Rate: _____

- ☐ Brush management design:

☐ block ☐ mosaic ☐ strips: width: _____ Length: _____

Additional Information: _____

- ☐ *Fence Modification*

Target species: ☐ pronghorn antelope ☐ bighorn sheep

Technique: ☐ fold up bottom of net-wire Gap width: _____

☐ replace sections of net-wire with barbed wire. Gap width: _____

Miles of fencing that will be modified: _____

☐ replace entire net-wire fence with barbed wire. Miles replaced: _____

Additional Information: _____

☒ *Riparian management and enhancement*

☐ Fencing of riparian area

☐ Complete fencing ☐ Partial fencing

☒ Deferment from livestock grazing

☐ Complete deferment ☒ partial deferment Season deferred : _____

☐ Establish vegetation

☐ Trees (list species) _____

☐ Shrubs (list species) _____

☐ Herbaceous species (list) _____

Additional Information: Cattle allowed to briefly and seasonally graze riparian area

☐ *Wetland enhancement*

☐ Provide seasonal water ☐ Provide permanent water ☐ Moist soil management

☐ Other (describe) _____

Additional Information: _____

☒ *Habitat Protection for species of concern*

☐ Fencing ☐ Firebreaks ☐ Prescribed burning ☐ Control of nest parasites

☐ Habitat manipulation (thinning, etc.) ☐ Native/exotic ungulate control

☒ Other (describe) Exclusion Gates

Additional Information: Exclusion gates installed on cave features in 2016 and monitored annually

☐ *Prescribed Control of Native, Exotic and Feral Species*

☐ Prescribed control of vegetation

☐ Prescribed control of animal species

☐ Species being controlled: _____

☐ Method of control: _____

Additional Information: _____

☐ *Wildlife Restoration*

☐ Habitat restoration

☐ Wildlife restoration

☐ Target species: _____

☐ Method of restoration: _____

Additional Information: _____

2. EROSION CONTROL

☐ *Pond construction and repair*

Surface area (acres): _____ Number of cubic yards of soil displaced: _____

Length of dam (feet): _____ Planned date of construction: _____

Additional Information: _____

☐ *Gully shaping*

Total acres to be treated: _____ Acres treated annually: _____

Seeding mix used for reestablishment of vegetation: _____

Planned date of construction: _____

Additional Information: _____

☐ *Streamside, pond, and wetland revegetation.* Techniques used:

☐ Native hay bales ☐ Fencing ☐ Filter strips ☐ Seeding upland buffer

☐ Rip-rap, etc. ☐ stream crossings ☐ Other: _____

Planned date of construction: _____

Additional Information: _____

☐ *Herbaceous and/or woody plant establishment on critical areas (erodible)*

☐ Establish windbreak ☐ Establish shrub mottes ☐ Improve plant diversity

☐ Improve wildlife habitat ☐ Conservation/no-till practices ☐ Manage CRP cover

Additional Information: _____

☐ *Dike/Levee Construction/Management*

☐ Reshaping/repairing erosion damage ☐ Revegetating/stabilize levee areas

☐ Install water control structure ☐ Fencing

Additional Information: _____

☐ *Establish water diversion*

Type: ☐ Channel ☐ Ridge

Slope: ☐ level ☐ graded Length (feet) _____

Vegetated: ☐ No ☐ Yes

If Yes: ☐ Native: _____ ☐ Crop: _____

Additional Information: _____

3. PREDATOR CONTROL

☒ Imported red fire ants (verify prior to application that product is labeled for pasture use)

☐ Control of cowbirds ☐ Grackle/starling/house sparrow control

Method of control: ☐ Trapping ☐ Shooting ☐ Baiting ☐ Scare tactics _____

☐ Coyotes ☐ Feral hogs ☐ Raccoon ☐ Skunk ☐ Bobcat ☐ Mountain lion

☐ Rat snakes ☐ Feral cats/dogs

Method of control: ☐ Trapping ☐ Shooting ☐ M-44 (licensed applicators)

☐ Poison collars (1080 certified, licensed, applicator) ☐ Other _____

Additional Information: 10 Acres treated with 3.5 lbs of Organic bait on 7/29/21

4. SUPPLEMENTAL WATER

☐ Marsh/Wetland Restoration or Development

☐ Greentree reservoirs ☐ Shallow roost pond development ☐ Seasonally flooded crops

☐ Artificially created wetlands ☐ Marsh restoration/development/protection

☐ Prairie pothole restoration/development/protection ☐ Moist soil management units

Planned date of construction: _____

Additional Information: _____

☒ Well/trough/windmill overflow/other wildlife watering facilities

☐ Drill new well Depth: _____ Gallons per minute: _____

☐ Windmill ☐ Pump ☐ Pipeline: Size: _____ Length: _____

☐ Modification(s) of existing water source

☐ Fencing ☐ Overflow ☐ Trough modification ☐ Pipeline

Distance between water sources (waterers): _____

Type of wildlife watering facility:

☐ PVC pipe facility # _____ ☐ Drum with faucet or float # _____

☐ Small game guzzler # _____ ☐ Windmill supply pipe dripper # _____

☐ Plastic container # _____ ☐ In-ground bowl trough # _____

☐ Big game guzzler # _____ ☐ Inverted umbrella guzzler # _____

☐ Flying saucer guzzler # _____ ☐ Ranch Specialties guzzler # _____

☒ Other: (1) 100 gallon Plateau wildlife water table (Part of quail system)

Additional Information: Monitored & Refilled 5/27/21 & 12/15/21

☐ Spring development and/or enhancement

☐ Fencing ☐ Water diversion/pipeline ☐ Brush removal ☐ Spring clean out

☐ Other: _____

Additional Information: _____

5. PROVIDING SUPPLEMENTAL FOOD

☐ Grazing management ☐ Prescribed burning ☐ Range enhancement

☐ Food plots Size: _____ Fenced: ☐ Yes ☐ No

Irrigated: ☐ Yes ☐ No

Plantings: ☐ Cool season annual crops: _____

☐ Warm season annual crops: _____

☐ Annual mix of native plants: _____

☐ Perennial mix of native plants: _____

Additional Information:

☒ *Feeders and mineral supplementation*

Purpose: ☒ Supplementation ☐ Harvesting of wildlife

Targeted wildlife species: _____ Quail, Songbirds & Small Mammals

Feed type: _____ Milo/Millet/Sunflower Seed Mineral type: _____

Feeder type: _____ Free-choice/Ground Number of feeders: 1

Method of mineral dispensing: _____

Number of mineral locations: _____

Year round: ☒ Yes ☐ No If not, state when: _____

Additional Information: _____ Refilled 5/27/21 & 12/15/21

☐ *Managing tame pasture, old fields and croplands*

☐ Overseeding cool and/or warm season legumes and/or small grains

☐ Periodic disturbance (Discing/Mowing/Shredding) ☐ Conservation/no-till

Additional Information:

☐ *Transition management of tame grass monocultures*

☐ Overseed 25% of tame grass pastures with locally adapted legumes

Species planted: ☐ Clover ☐ Peas ☐ Vetch ☐ Other: _____

Additional Information:

6. PROVIDING SUPPLEMENTAL SHELTER

☒ *Nest boxes* Target Species: Wren, Titmouse & Chickadee

☒ Cavity type. # 41 ☐ Bat boxes. # ☐ Raptor pole. #
Additional Information: Monitored 5/27/21 & 12/15/21

☐ *Brush piles and slash retention*

☐ Type: ☐ Slash ☐ Brush piles Number per acre:
Additional Information:

☐ *Fence line management* Length: Initial establishment: ☐ Yes ☐ No
Plant type established: ☐ Trees ☐ Shrubs ☐ Forbs ☐ Grasses
Additional Information:

☐ *Hay meadow, pasture and cropland management for wildlife* Acres treated:
Shelter establishment: ☐ Roadside management ☐ Terrace/wind breaks ☐ Field borders
☐ Shelterbelts ☐ Conservation Reserve Program lands management
Type of vegetation: ☐ Annual ☐ Perennial
Species and percent of mixture
☐ Deferred mowing Period of deferment:
☐ Mowing Acres mowed annually:
☐ No till/minimum till
Additional Information:

☐ *Half-cutting trees or shrubs*
Acreage to be treated annually: Number of half-cuts annually:
Additional Information:

☐ *Woody plant/shrub establishment*
Pattern: ☐ Block ☐ Mosaic ☐ Strips: Width:
Acreage or length established annually: Spacing:
Shrub/tree species used:
Additional Information:

☒ *Natural cavity/snag development*
Species of snag: Mixed Size of snags: Varies Number/acre: 5/Acre
Additional Information: 100+ snags protected and maintained

7. CENSUS

☐ *Spotlight counts* Targeted species: _____
Length of route: _____ Visibility of route: _____
Dates (3 required) A. _____ B. _____ C. _____
Additional Information: _____

☐ *Standardized incidental observations* Targeted species: _____
Observations from: ☐ Feeders ☐ Food plots ☐ Blinds ☐ Vehicle ☐ Other _____
Dates: _____
Additional Information: _____

☐ *Stand counts of deer* (5 one hour counts per stand required). Number of stands: _____
Dates: _____
Additional Information: _____

☐ *Aerial Counts* Species counted: _____
Type of survey: ☐ Helicopter ☐ Fixed-wing
Percent of area surveyed: ☐ Total ☐ 50% ☐ Other: _____
Additional Information: _____

☐ *Track counts:* ☐ Predators ☐ Furbearers ☐ Deer ☐ Other: _____
Additional Information: _____

☐ *Daylight deer herd/wildlife composition counts*
Species: ☐ Deer ☐ Turkey ☐ Dove ☐ Quail ☐ Other _____
Additional Information: _____

☐ *Harvest data collection/record keeping:* ☐ Deer ☐ Game birds
☐ Age ☐ Weight ☐ Sex ☐ Antler data ☐ Harvest date
Additional Information: _____

☐ *Browse utilization surveys* (thirty 12-foot circular plots required)
Additional Information: _____

☐ *Census of endangered, threatened, or protected wildlife.* Species: _____
Method and dates: _____
Additional Information: _____

☐ *Census and monitoring of nongame wildlife species.* Species: _____
Method and dates: _____
Additional Information: _____

☒ *Miscellaneous Counts:* Species being counted: Breeding & Migratory Songbirds
☐ Remote detection (i.e., cameras) ☐ Hahn (walking) line ☐ Roost counts
☐ Booming ground counts ☐ Time/area counts ☒ Songbird transects and counts
☐ Quail call and covey counts ☐ Point counts ☐ Small mammal traps
☐ Drift fences and pitfall traps ☐ Bat departures ☐ Dove call counts
☐ Chachalaca counts ☐ Turkey hen/poultry counts ☐ Waterfowl/water bird counts
☐ Alligator nest/census counts ☐ Other: _____
Additional Information: 29 species observed during survey conducted on 6/24/21

Part V. Attach copies of supporting documentation such as receipts, maps, photos, etc. Use additional pages if necessary.

Hays County Legal Descriptions
Property Maps
Breeding Bird Survey Report & Map
Field Management Log Sheets and Photos for Wildlife Management Activities

I certify that the above information provided by me is to the best of my knowledge and belief, true and complete.

Signature

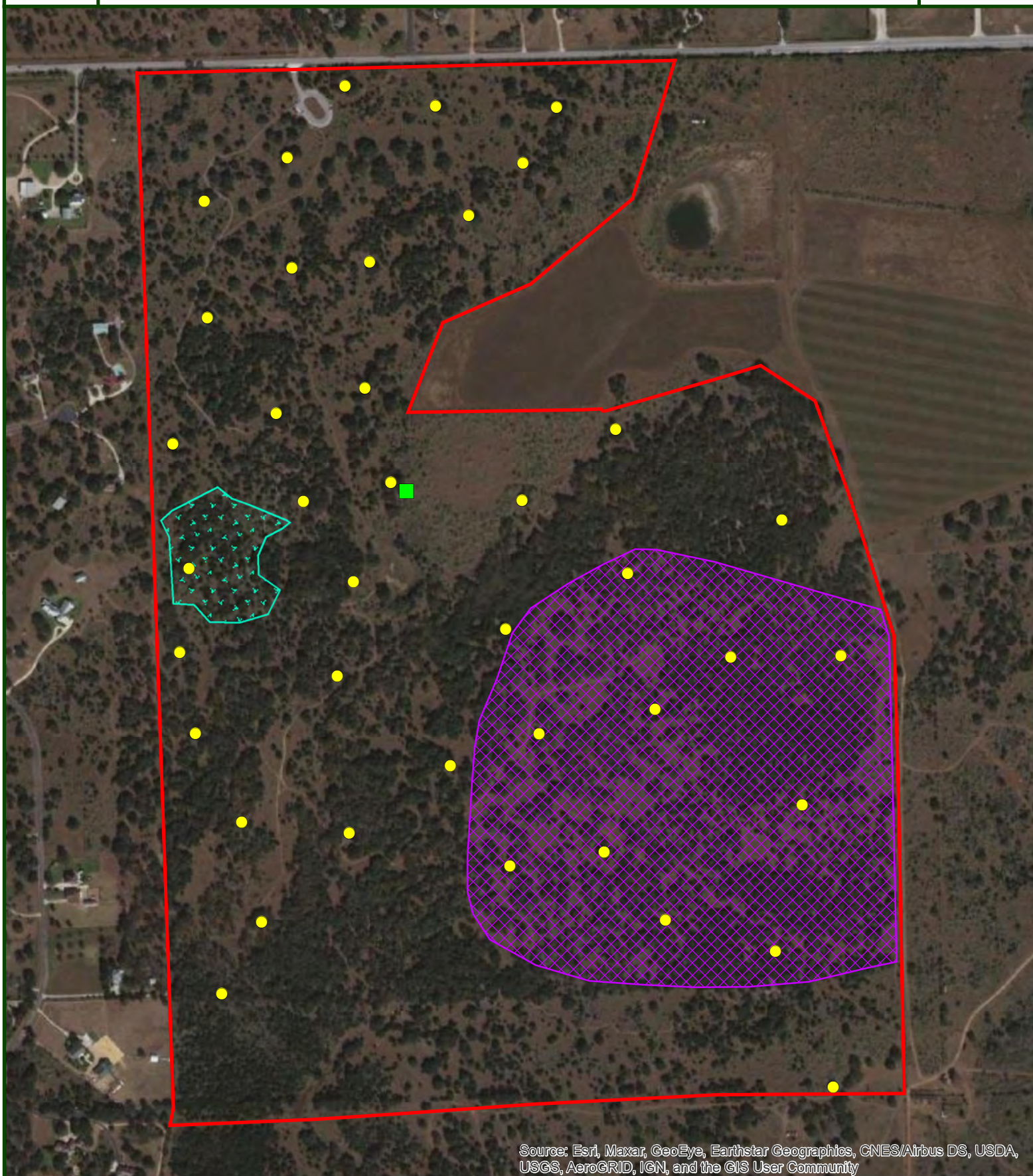
Date

Texas Parks and Wildlife does not maintain the information collected through this form. This completed form is only provided to the County Tax Appraiser. Please inquire with your County Central Appraisal District on any local laws concerning any information collected through this form.

HAYS COUNTY							
Property ID	Owner	Legal Description	*	Total Acreage	Wildlife Management Acreage	Agricultural Acreage	Residential Acreage
10897	DAHLSTROM FAMILY LP	A0007 SINCLAIR GERVAIS SURVEY, TRACT PT OF 6, ACRES 850.40		850.400	384.010	465.390	1.000
		Total Acres		850.400	384.010	465.390	1.000



Dahlstrom Family, LP 2021 Wildlife Management Activities



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Property Boundary



Nest Box



Quail Station



Fire Ant Control



Snag Retention Zone - 2020

Feet

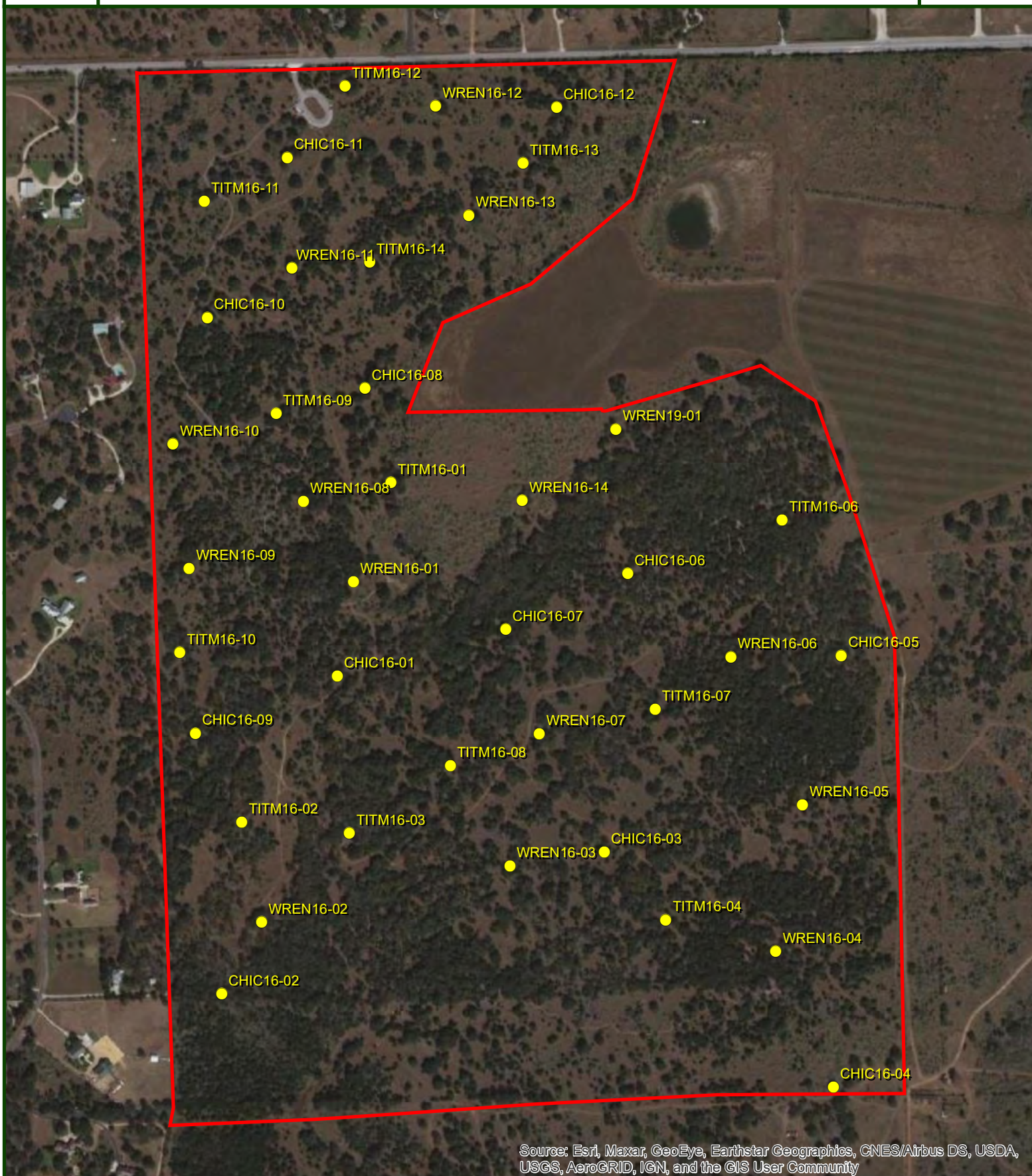
0 125 250 500





Dahlstrom Family, LP

2021 Wildlife Management Activity - Nest Box Locations





Breeding Bird Survey

Howe Pasture - Public Access Project
Dahlstrom Family LP
By: Colton Robbins
Date: June 24, 2021

A breeding bird survey was conducted on the Howe Pasture - Public Access Project property in Hays County on the morning of June 24, 2021. Colton Robbins, biologist for Plateau Land and Wildlife, conducted the survey. The protocol for the survey was to re-survey or establish stations throughout the 384.01 acre ranch at 250 meter (.15 mile) or greater intervals. Observations, both visual and auditory, were taken at each station for periods lasting three minutes. We observed 8 station(s) during this survey. The survey began at 0712 and ended at 0836. Weather conditions were noted at the beginning and end of the survey.

An annual survey using the same stations will be conducted on the property during the breeding season (mid March - mid June), between 0600 and 1100 hours. These surveys will be helpful in determining trends in population changes of the breeding birds on the subject property. This information could be useful in targeting and/or maintaining management activities with regards to breeding birds found on the Howe Pasture - Public Access Project property.

A brief description of the stations, beginning and ending weather observations, and a list of bird observations organized by station follows.

Station 1

Station 1 is found in the northern half of the tract towards the western boundary. The surrounding habitat consists of mixed oak-elm woodlands with a somewhat open canopy and dominated by cool season grasses and various early successional wildflowers. This habitat is thematic across the entire Howe Pasture with the exception of some scattered mesquite-invaded pastures. A total of 11 species were observed.

Station 2

Station 2 is situated in the northern "arm" of the property with FM 967 to the north and a very large open pasture to the east. A total of 9 species were observed.

Station 3

Station 3 can be found on the southern bank of a small pond, lined by cedar elm, live oak, juniper, Texas oak, hackberry, and mesquite. To the north-northeast a large mesquite-invaded field can be found. A total of 11 species were observed.

Station 4

Station 4 is nearer to the eastern boundary of the Howe Pasture, with the large open sunflower-dominated pasture to the east. Habitat in the vicinity is comparable to the rest of the tract. Persimmon, agarita, prickly pear, bumelia, and greenbriar are common in the area. A total of 8 species were observed.

Station 5

Station 5 is located near the southeastern corner of the tract. Mesquite savannah is found to the east. A total of 5 species were observed.

Station 6

Station 6 is placed in near the center of the property in a small open glade, enveloped by mature live oak woodlands. A total of 12 species were observed.

Station 7

Station 7 is found along the southern boundary directly south of Station 6 in comparable habitat. Tree mortality, mostly oaks and elms, appears to be high in the area. A total of 10 species were observed.

Station 8

Station 8 is situated near the southwest corner of the tract. A total of 10 species were observed.

Observations

Station Number	1	2	3	4	5	6
Latitude	30.093	30.0944	30.0878	30.0899	30.0833	30.0863
Longitude	-97.9079	-97.9035	-97.9053	-97.8988	-97.8986	-97.9022
Time	0723	0712	0733	0825	0836	0813
Temp (F)	77°	77°	77°	79°	79°	78°
Winds	Calm	0-5 mph S	0-5 mph S	0-5 mph S	0-5 mph S	0-5 mph S
Sky Conditions	Mostly cloudy	Mostly cloudy	Mostly cloudy	Mostly cloudy	Mostly cloudy	Mostly cloudy

Bird Species							Total
Black-bellied Whistling-Duck	1						1
Great Blue Heron							1
Cattle Egret		1					1
Black Vulture			1		5		6
Turkey Vulture					1		1
Mourning Dove	3	2	1	1		1	14
Yellow-billed Cuckoo	1		1	1		1	5
Greater Roadrunner						1	1
Chimney Swift	1						1
Ladder-backed Woodpecker		1				1	2
Crested Caracara					1		1
Scissor-tailed Flycatcher			1	1			2
White-eyed Vireo	1	1					3
American Crow						1	2
Purple Martin			1	1			2
Cliff Swallow							1
Barn Swallow			1				1
Carolina Chickadee		2	1				4
Black-crested Titmouse	1	2	1			2	7
Verdin	1						1
Carolina Wren	1				1	1	4
Bewick's Wren			1			1	3
European Starling	4						4
Summer Tanager				1		1	4
Northern Cardinal	1	1	3	2		3	16
Painted Bunting	3	2	2	4	2	2	19
Brown-headed Cowbird		1				1	4
Lesser Goldfinch				1			1
Barred Owl							1
Totals:	18	13	14	12	10	16	113

Total Species: 29

Observations

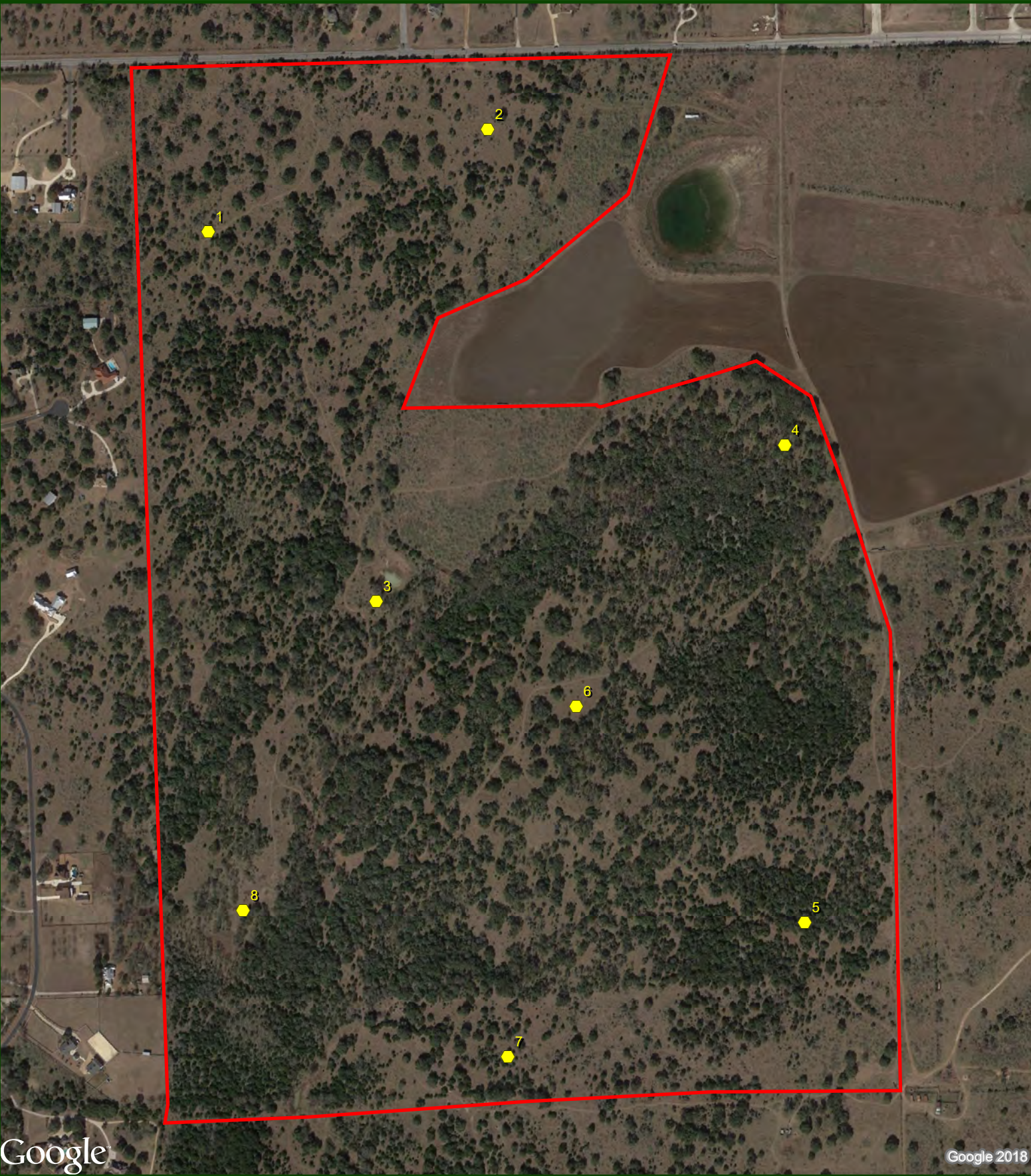
Station Number	7	8
Latitude	30.0835	30.0835
Longitude	-97.9075	-97.9075
Time	0800	0744
Temp (F)	78°	78°
Winds	0-5 mph S	0-5 mph S
Sky Conditions	Mostly cloudy	Mostly cloudy

Bird Species			Total
Black-bellied Whistling-Duck			1
Great Blue Heron	1		1
Cattle Egret			1
Black Vulture			6
Turkey Vulture			1
Mourning Dove	5	1	14
Yellow-billed Cuckoo		1	5
Greater Roadrunner			1
Chimney Swift			1
Ladder-backed Woodpecker			2
Crested Caracara			1
Scissor-tailed Flycatcher			2
White-eyed Vireo	1		3
American Crow	1		2
Purple Martin			2
Cliff Swallow		1	1
Barn Swallow			1
Carolina Chickadee		1	4
Black-crested Titmouse	1		7
Verdin			1
Carolina Wren		1	4
Bewick's Wren	1		3
European Starling			4
Summer Tanager	1	1	4
Northern Cardinal	3	3	16
Painted Bunting	3	1	19
Brown-headed Cowbird	1	1	4
Lesser Goldfinch			1
Barred Owl		1	1
Totals:	18	12	113

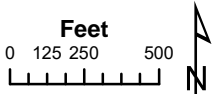
Total Species: 29



Dahlstrom Family LP
Breeding Bird Survey



- Property Boundary
- BBS Station



Work Order No. 13451



Service Location

[Howe Pasture - Public Access Project - Hays County](#)

Contact

[Lisa Griffin](#)

PO Box 1251
Dripping Springs, TX 78620
512-894-3479

www.plateauwildlife.com

Job Name: 2021 ORFA 2/2

Job Type: Fire Ant Control

Property Information			
Service Region:	Dripping Springs	County:	Hays
Activity Information			
Activity Type:	Predator Control		
Imported Red Fire Ant Treatment			
Treatment Method:	Organic	Amount of ant bait used (lbs):	3.5
Total acreage sold:	10	Total acreage treated today:	10.41
Total acreage previously treated:	0	Remaining acreage:	0
Foraging Activity:	High	Mound Density:	High
Products and Services Job Checklist			
Follow Up Required:	No	Additional Log Sheets to Attach:	Yes
Other Information			
Notes:			

THANK YOU

for choosing Plateau Land and Wildlife Management, Inc.

QUESTIONS? CONTACT US

helpdesk@plateauwildlife.com
512-894-3479

Assign/Appointment	Date/Time	Duration
Bosler, Justin	7-29-2021 1:00 PM	2.00
Kennedy, Quincy	7-29-2021 1:00 PM	2.00
Parker, Steve		0.00
Porterfield, Shantel		0.00

Service Location: Howe Pasture

Job ID 13451

Imported Red Fire Ant

Tech: JBo, QKe

Date:	7/29/2021	Acres Treated Today:	10.41
Total Acreage Sold:	10.00	Acres Previously Treated:	0.00
Lbs. of bait used:	3.5	Acres Remaining:	-0.41



Service Location: Howe Pasture

Job ID 13451

Imported Red Fire Ant

Tech: JBo, QKe

Date:	7/29/2021	Acres Treated Today:	10.41
Total Acreage Sold:	10.00	Acres Previously Treated:	0.00
Lbs. of bait used:	3.5	Acres Remaining:	-0.41



Work Order No. 13455

Service Location

[Howe Pasture - Public Access Project - Hays County](#)

Contact

[Lisa Griffin](#)



PO Box 1251
Dripping Springs, TX 78620
512-894-3479

www.plateauwildlife.com

Job Name: 2021 QR100 1/2

Job Type: Feeder Refill

Property Information			
Service Region:	Dripping Springs	County:	Hays
Activity Information			
Activity Type:	Supplemental Food	Product Type:	Quail and Small Wildlife Station
Products and Services Job Checklist			
Follow Up Required:	No	Additional Log Sheets to Attach:	Yes

THANK YOU

for choosing Plateau Land and Wildlife Management, Inc.

QUESTIONS? CONTACT US

helpdesk@plateauwildlife.com
512-894-3479

Assign/Appointment	Date/Time	Duration
Kennedy, Quincy	5-27-2021 1:00 PM	1.00
Wright, Josh	5-27-2021 1:00 PM	1.00

Service Location: Howe Pasture - Public Access Project - Hays County

Job ID: 13455

Tech: JWr, QKe

Supplemental Food Activity

Activity: Supplemental Food		Product: Quail and Small Wildlife Station	
Date: 5/27/2021		Waypoint: QSTN 16-01	
			
Condition: Functional		Repair: NO Feeder in good condition, refilled with Sunscratch.	
Feed Level Empty	Feed Added: 100 lbs.		

Activity:		Product:	
Date:		Waypoint:	
<div style="border: 1px solid black; padding: 20px; text-align: center;">This Field Intentionally Left Blank</div>		<div style="border: 1px solid black; padding: 20px; text-align: center;">This Field Intentionally Left Blank</div>	
Condition:		Repair:	

Work Order No. 13456

Service Location

[Howe Pasture - Public Access Project - Hays County](#)

Contact

[Lisa Griffin](#)



PO Box 1251
Dripping Springs, TX 78620
512-894-3479

www.plateauwildlife.com

Job Name: 2021 QR100 2/2

Job Type: Maintenance

Property Information			
Service Region:	Dripping Springs	County:	Hays
Activity Information			
Activity Type:	Supplemental Food and Supplemental Water	Product Type:	Quail and Small Wildlife Station
Products and Services Job Checklist			
Follow Up Required:	No	Additional Log Sheets to Attach:	Yes
Other Information			
Notes:			

THANK YOU

 for choosing Plateau Land and Wildlife Management, Inc.

QUESTIONS? CONTACT US

helpdesk@plateauwildlife.com
512-894-3479



Assign/Appointment	Date/Time	Duration
Kennedy, Quincy	12-15-2021 9:00 AM	3.00
Nelson, Cody	12-15-2021 9:00 AM	3.00



Service Location: Howe Pasture - Public Access Project - Hays County

Job ID: 13456

Tech: CNe, QKe

Supplemental Food & Water Activities

Activity: Supplemental Water		Product: Quail and Small Wildlife Station	
Date: 12/15/2021		Waypoint: QSTN 16-01	
			
Condition: Functional		Repair: NO Cleaned out gutter and pan	
Water Level 100%	Water Added: NO gal.		

Activity: Supplemental Food		Product: Quail and Small Wildlife Station	
Date: 12/15/2021		Waypoint: QSTN 16-01	
			
Condition: Functional		Repair: NO	
Feed Level Empty	Feed Added: 100 lbs.		

Work Order No. 13449

Service Location

[Howe Pasture - Public Access Project - Hays County](#)

Contact

[Jay Taylor](#)



PO Box 1251
Dripping Springs, TX 78620
512-894-3479

www.plateauwildlife.com

Job Name: 2021 SMV 1/2

Job Type: Maintenance

Property Information			
Service Region:	Dripping Springs	County:	Hays
Activity Information			
Activity Type:	Supplemental Shelter	Product Type:	Nest Boxes
Products and Services Job Checklist			
Follow Up Required:	No	Additional Log Sheets to Attach:	Yes
Other Information			
Notes:			

THANK YOU

 for choosing Plateau Land and Wildlife Management, Inc.

QUESTIONS? CONTACT US

helpdesk@plateauwildlife.com
512-894-3479

Assign/Appointment	Date/Time	Duration
Kennedy, Quincy	5-27-2021 8:00 AM	5.00
Wright, Josh	5-27-2021 8:00 AM	5.00

Wildlife Management Activities Log Sheet

Service Location: Howe Pasture - Public Access Project - Hays County

Job ID: 13449

Tech: JWr, QKe

Site Monitoring Visit

Field Notes:

Site visit was completed on the property.

All nest boxes were found in good condition with some containing nests/nesting materials.

QSTN 16-01 was also found in good condition. The water pan was cleaned out and the rocks were replaced.



Field Notes and photos for on-site Supplemental Water Activities recorded in Job ID: 13455



Field Notes and photos for on-site Supplemental Food Activities recorded in Job ID: 13455

Activity: Supplemental Water

Product: Quail and Small Wildlife Station

Date: 5/27/2021

Waypoint: QSTN 16-01



Condition: Functional

Repair: NO Cleaned out pan and reset rocks.

Water Level 100%

Water Added: NO



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-01

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☒ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-01

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-03

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-07

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-07

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-06

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-06

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☒

ID: TITM 16-05

IN USE: ☐CLEANED OUT: ☒CONTENTS: Leaves Grass Twigs/Sticks ☒ Hair/Fur☐ Cedar Bark ☐ Feathers ☒ Moss ☐ Catkins ☒ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-05

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-04

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-04

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☒

ID: TITM 16-04

IN USE: ☐CLEANED OUT: ☒CONTENTS: ☒ Leaves Grass ☒ Twigs/Sticks ☒ Hair/Fur☒ Cedar Bark ☐ Feathers ☒ Moss ☒ Catkins ☒ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Chickadee

NEST PRESENT

☐

ID: CHIC 16-03

IN USE:

☐

CLEANED OUT:

☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT

☒

ID: TITM 16-08

IN USE:

☐

CLEANED OUT:

☒CONTENTS: ☒ Leaves Grass ☒ Twigs/Sticks Hair/Fur☒ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT

☐

ID: WREN 16-03

IN USE:

☐

CLEANED OUT:

☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☒ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT

☐

ID: CHIC 16-02

IN USE:

☐

CLEANED OUT:

☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-02

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☒

ID: TITM 16-02

IN USE: ☐CLEANED OUT: ☒CONTENTS: ☒ Leaves Grass ☒ Twigs/Sticks ☒ Hair/Fur☒ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☒ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-09

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☒

ID: TITM 16-10

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☒ Moss ☐ Catkins ☒ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-09

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-08

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☒

ID: TITM 16-10

IN USE: ☒CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☒ Moss ☐ Catkins ☒ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: 5 OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-14

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 19-01

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-07

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-06

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-08

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse **NEST PRESENT** ☒

ID: TITM 16-14 **IN USE:** ☐ **CLEANED OUT:** ☒

CONTENTS: Leaves Grass Twigs/Sticks ☒ Hair/Fur

☐ Cedar Bark ☐ Feathers ☒ Moss ☐ Catkins ☒ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: 1 **DESCRIPTION:** White with chestnut red speckles

NESTLINGS: ☐ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-13 **IN USE:** ☐ **CLEANED OUT:** ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: ☐ **DESCRIPTION:** ☐

NESTLINGS: ☐ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-13 **IN USE:** ☐ **CLEANED OUT:** ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☒ Ants

EGGS: ☐ **DESCRIPTION:** ☐

NESTLINGS: ☐ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-12 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: ☐ **DESCRIPTION:** ☐

NESTLINGS: ☐ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren NEST PRESENT ☐

ID: WREN 16-12 IN USE: ☐ CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☒ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes: _____

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse NEST PRESENT ☐

ID: TITM 16-12 IN USE: ☐ CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes: _____

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse NEST PRESENT ☒

ID: TITM 16-09 IN USE: ☐ CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks ☒ Hair/Fur

☐ Cedar Bark ☐ Feathers ☒ Moss ☐ Catkins ☒ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes: _____



NEST BOX: Wren NEST PRESENT ☐

ID: WREN 16-10 IN USE: ☐ CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes: _____



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-10

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-11

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-11

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-11

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

Wildlife Management Activities Log Sheet

Service Location: Howe Pasture - Public Access Project - Hays County

Job ID: 13450

Tech: QKe, CNe

Site Monitoring Visit

Field Notes:

Site monitoring visit completed on property.
All boxes were found in good condition.



Field Notes and photos for on-site Supplemental Water Activities recorded in Job ID: 13456



Field Notes and photos for on-site Supplemental Food Activities recorded in Job ID: 13456

Activity:		Product:	
Date:		Waypoint:	
<div>This Field Intentionally Left Blank</div>		<div>This Field Intentionally Left Blank</div>	
Condition:		Repair:	



NEST BOX: Titmouse

NEST PRESENT ☒

ID: TITM 16-01

IN USE: ☐CLEANED OUT: ☒CONTENTS: Leaves ☒ Grass ☐ Twigs/Sticks ☐ Hair/Fur☐ Cedar Bark ☒ Feathers ☒ Moss ☐ Catkins ☒ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-08

IN USE: ☐CLEANED OUT: ☒CONTENTS: Leaves ☐ Grass ☐ Twigs/Sticks ☐ Hair/Fur☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-09

IN USE: ☐CLEANED OUT: ☒CONTENTS: Leaves ☐ Grass ☐ Twigs/Sticks ☐ Hair/Fur☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-10

IN USE: ☐CLEANED OUT: ☒CONTENTS: Leaves ☐ Grass ☐ Twigs/Sticks ☐ Hair/Fur☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-09

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-02

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-03

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-08

IN USE: ☐CLEANED OUT: ☒CONTENTS: Leaves Grass ☒ Twigs/Sticks Hair/Fur☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-03

IN USE: ☐CLEANED OUT: ☒CONTENTS: Leaves Grass ☒ Twigs/Sticks Hair/Fur☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-07

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-07

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-06

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-07

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-06

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-05

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-04

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☒ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-08

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-09

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-10

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☒ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-10

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-11

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-11

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-12

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-11

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 19-01

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☒ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-14

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-01

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-01

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-02

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-02

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-03

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-04

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: DESCRIPTION:

NESTLINGS: OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-12

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-04

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-05

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-06

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Chickadee

NEST PRESENT ☐

ID: CHIC 16-12

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-13

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Wren

NEST PRESENT ☐

ID: WREN 16-13

IN USE: ☐CLEANED OUT: ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.



NEST BOX: Titmouse

NEST PRESENT ☐

ID: TITM 16-14

IN USE: ☐CLEANED OUT: ☒

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☒ Moss ☐ Catkins ☐ Lint/Trash☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

EGGS: _____ DESCRIPTION: _____

NESTLINGS: _____ OTHER: ☐ Missing ☐ Repaired ☐ Relocated☐ Future repair/replacement required ☐ Could not find

Notes:

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 acceptance of a grant award from the Department of State Health Services for the FY23 Public Health Emergency Preparedness (PHEP) funding in the amount of \$126,721.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$12,672.00

LINE ITEM NUMBER

120-675-99-058]

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

The FY23 PHEP Contract period runs from July 1, 2022 through June 30, 2023. The budget for this contract period includes \$126,721.00 in funding from DSHS and \$12,672.00 in funding from Hays County for a total of \$139,393.00. The first contract began July 1, 2017 and is amended yearly.

Required Match: \$12,672.00

Attachments

537-18-0153-00001_Hays_County_Amendment_6 FY23 PHEP
FY23 PHEP Budget_Approved 2.10

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT No. 537-18-0153-00001
AMENDMENT No. 6
RENEWAL**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**System Agency**”) and **HAYS COUNTY LOCAL HEALTH DEPARTMENT** ("**Grantee**"), each a “**Party**” and collectively the "**Parties**" to that certain Public Health Emergency Preparedness ("PHEP") contract effective July 1, 2017, and denominated as System Agency Contract No. 537-18-0153-00001 (the “**Contract**”), as amended, now desire to further amend the Contract.

WHEREAS, the Parties desire to amend the Contract;

WHEREAS, the Parties desire to extend the term of the Contract in accordance with **ARTICLE III, DURATION**, of the Contract Signature Document;

WHEREAS, the Parties desire to add funds to the Contract for the period from July 1, 2022, through June 30, 2023 (“Fiscal Year 2023” or “FY2023”);

WHEREAS, the Parties desire to modify the Notice to Proceed provision of the Contract;

WHEREAS, the Parties desire to revise the Statement of Work and the Uniform Terms and Conditions to the Contract;

WHEREAS, the Parties desire to incorporate **ATTACHMENT F.6, FFATA CERTIFICATION FORM**, into the Contract;

WHEREAS, the Parties desire to incorporate **ATTACHMENT G, FY23 INDIVIDUAL WORK PLAN**, into the Contract; and

WHEREAS, the Parties desire to revise **ARTICLE VI, LEGAL NOTICES**, of the Contract Signature Document.

NOW THEREFORE, the Parties hereby modify the Contract as follows:

1. **ARTICLE III, DURATION**, of the Contract Signature Document is amended to reflect a revised termination date of **June 30, 2023**.
2. **ARTICLE IV, BUDGET**, of the Contract Signature Document is amended to add **\$126,721.00** in federal funding to the Contract with the Grantee providing a total of **\$12,672.00** in match funds for FY2023. The total not-to-exceed amount of the Contract is therefore increased to **\$826,357.00**, of which **\$751,234.00** represents federal funding and **\$75,123.00** represents match. All expenditures under the Contract will be in accordance with the revised budget set forth herein. Funds provided in support of one Contract activity may only be used for that activity and may not be comingled with other funds provided under this Contract.

3. **ARTICLE VI, LEGAL NOTICES**, of the Contract Signature Document is amended to replace System Agency information with the following:

SYSTEM AGENCY

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe Street, Mail Code 1100
Austin, Texas 78751

with a copy to:

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, TX 78756

4. **ARTICLE VIII, NOTICE TO PROCEED**, of the Contract Signature Document is hereby deleted in its entirety and replaced with the following:

VIII. NOTICE TO PROCEED

Funding for this Contract is dependent on the award of the applicable federal grant. No FY2023 work may begin and no charges may be incurred until the System Agency issues a written Notice to Proceed to Grantee. This Notice to Proceed may include an amended or ratified budget which will be incorporated into this Contract by a subsequent amendment, as necessary. Notwithstanding the preceding, at the discretion of the System Agency, Grantee may be eligible to receive reimbursement for eligible expenses incurred during the period of performance as defined by 2 CFR §200.309.

5. **ATTACHMENT B, BUDGET**, is hereby amended by deleting the budget table in its entirety and replacing it with the following:

Budget Categories	FY18 Budget Summary (7/1/17 – 6/30/18)	FY19 Budget Summary (7/1/18 – 6/30/19)	FY20 Budget Summary (7/1/19 – 6/30/20)	FY21 Budget Summary (7/1/20 – 6/30/21)	FY22 Budget Summary (7/1/21 – 6/30/22)	FY23 Budget Summary (7/1/22 – 6/30/23)	Total Budget Summary
Personnel	\$83,354.00	\$70,302.00	\$71,946.00	\$73,274.00	\$73,000.00	\$74,526.00	\$446,402.00
Fringe Benefits	\$38,918.00	\$29,971.00	\$30,313.00	\$30,870.00	\$33,030.00	\$33,353.00	\$196,455.00
Travel	\$0.00	\$5,024.00	\$2,988.00	\$2,988.00	\$2,988.00	\$0.00	\$13,988.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,000.00	\$4,000.00
Supplies	\$518.00	\$4,943.00	\$17,744.00	\$15,589.00	\$10,723.00	\$6,450.00	\$55,967.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$12,550.00	\$2,500.00	\$4,000.00	\$6,980.00	\$8,392.00	\$34,422.00
Sum of DSHS Direct Costs	\$122,790.00	\$122,790.00	\$125,491.00	\$126,721.00	\$126,721.00	\$126,721.00	\$751,234.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sum of DSHS Direct Costs and Indirect Costs	\$122,790.00	\$122,790.00	\$125,491.00	\$126,721.00	\$126,721.00	\$126,721.00	\$751,234.00
Plus Required Match (Cash or In-Kind)	\$12,279.00	\$12,279.00	\$12,549.00	\$12,672.00	\$12,672.00	\$12,672.00	\$75,123.00
Total Contract Amount	\$135,069.00	\$135,069.00	\$138,040.00	\$139,393.00	\$139,393.00	\$139,393.00	\$826,357.00

The Parties agree that Grantee shall provide total matching funds in the amount of **\$75,123.00**.

As identified in this Contract and used herein, the term “Fiscal Year” or “FY” means the period from July 1 to June 30th of the following year, and does not identify a State or Federal Fiscal Year period, e.g. “Fiscal Year 2023” or “FY2023” means the period from July 1, 2022, through June 30, 2023.

6. **ATTACHMENT A.7, FY2023 STATEMENT OF WORK**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
7. **ATTACHMENT C, HHSC UNIFORM TERMS AND CONDITIONS**, is deleted and replaced in its entirety with **ATTACHMENT C, HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.0**.
8. **ATTACHMENT F.6, FFATA CERTIFICATION FORM**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
9. **ATTACHMENT G, FY23 INDIVIDUAL WORK PLAN**, is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
10. This Amendment shall be effective on July 1, 2022.

11. Except as amended by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in effect.

12. Any further revisions to the Contract shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 6
SYSTEM AGENCY CONTRACT NO. 537-18-0153-00001

DEPARTMENT OF STATE HEALTH SERVICES HAYS COUNTY LOCAL HEALTH DEPARTMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

THE FOLLOWING ATTACHMENTS ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT:

ATTACHMENT A.7 - FY2023 STATEMENT OF WORK

ATTACHMENT C - HHS UNIFORM TERMS AND CONDITIONS – GRANT, VERSION 3.0

ATTACHMENT F.6 - FFATA CERTIFICATION FORM

ATTACHMENT G - FY23 INDIVIDUAL WORK PLAN

ATTACHMENT A.7

FY2023 STATEMENT OF WORK

July 1, 2022 through June 30, 2023

For the period from July 1, 2022, through June 30, 2023 only:

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A. Perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement from the Centers for Disease Control and Prevention (“CDC”) to advance public health preparedness.
- B. Perform the activities required under this Contract in the following county/ies: Hays.
- C. Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D. Address the following public health emergency preparedness capabilities:
 - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short- and long-term.
 - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
 - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
 - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
 - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
 - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and multidisciplinary exchange of health-related information and situational awareness data

ATTACHMENT A.7

FY2023 STATEMENT OF WORK

July 1, 2022 through June 30, 2023

among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to all levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from biological, chemical, and radiological (if a Radiological Laboratory Response Network is

ATTACHMENT A.7

FY2023 STATEMENT OF WORK

July 1, 2022 through June 30, 2023

established) public health threats and emergencies.

13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
 14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
 15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.
- E. Match funds awarded under this Contract with costs or third-party contributions that are not paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Grantee incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24, as amended.

Grantee will provide matching funds in the amount of ten percent (10%) of the Contract amount as set forth in **ATTACHMENT B, BUDGET**. Cash match is defined as an expenditure of cash by the Grantee on allowable costs of this Contract that are borne by the Grantee. In-kind match is defined as the dollar value of non-cash contributions by a third party given in goods, commodities, or services that are used in activities that benefit this Contract's project and that are contributed by non-federal third parties without charge to the Grantee. The criteria for match must:

1. Be an allowable cost under the applicable federal cost principle;
2. Be necessary and reasonable for the efficient accomplishment of project or program objectives;
3. Be verifiable within the Grantee's (or subgrantee's) records;
4. Be documented, including methods and sources, in the approved budget (applies only to cost reimbursement contracts);
5. Not be included as contributions toward any other federally-assisted project or program (match can count only once);
6. Not be paid by the federal government under another award, except where authorized by federal statute to be used for cost-sharing or match;
7. Conform to other provisions of governing circulars/statutes/regulations as applicable

ATTACHMENT A.7 FY2023 STATEMENT OF WORK

July 1, 2022 through June 30, 2023

- for the Contract;
 - 8. Be adequately documented;
 - 9. Follow procedures for generally accepted accounting practices as well as meet audit requirements; and
 - 10. Value the in-kind contributions reported and be supported by documentation reflecting the use of goods and/or services during the Contract term.
- F.** In the event of a local, state, or federal emergency, the Grantee has the authority to utilize approximately five percent (5%) of the Grantee's staff's time supporting this Contract for response efforts. System Agency will reimburse Grantee up to five percent of this Contract funded by the CDC for personnel costs responding to an emergency event. Grantee will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation in drills and exercises in the pre-event time period. Grantee will notify the System Agency Contract Manager in writing when this provision is implemented.
- G.** In the event of a public health emergency involving a portion of the state, mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.
- H.** Coordinate activities and response plans within the jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.
- I.** Inform System Agency in writing if Grantee will not continue performance under this Contract within thirty (30) days of receipt of an amended standard(s) or guideline(s). System Agency may terminate this Contract immediately or within a reasonable period of time as determined by System Agency.
- J.** Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.
- K.** Complete and submit programmatic reports as directed by System Agency in a format specified by System Agency and as needed to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c), as amended. Grantee will provide System Agency other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- L.** Submit the Vulnerable Populations Plan that encompasses the Contract term to the System

System Agency Contract No. 537-18-0153-00001

Page 4

ATTACHMENT A.7

FY2023 STATEMENT OF WORK

July 1, 2022 through June 30, 2023

Agency to the Department of State Health Services (“DSHS”) Center for Health Emergency Preparedness and Response (“CHEPR”) within an established timeframe and submission method designated by the Contractual Requirements Schedule. The Work Plan, referred to in this Contract as **ATTACHMENT G, WORK PLAN**, was submitted to DSHS with the Budget Packet. Any revisions to the Work Plan require written approval by DSHS.

- M.** Submit a current Integrated Preparedness Plan (“IPP”; formerly the Multi-Year Training and Exercise Plan [“MYTEP”]), which must include at least four years of progressive exercise planning, to the System Agency within an established timeframe and submission method designated by the Contractual Requirements Schedule, using the template provided by System Agency.
- N.** Submit at least one After Action Review/Improvement Plan (“AAR/IP”). All AAR/IPs must be submitted to the System Agency within 60 calendar days, or 90 calendar days for Real World Incident (“RWI”), of the completion of the exercise/response within an established timeframe and submission method designated by the Contractual Requirements Schedule. AAR/IPs must be completed in accordance with Notification and Reporting of Exercise Grant.
- O.** Complete and submit the Expanded Operational Readiness Review (“ORR”) to CDC and upload supporting documentation to the System Agency via the DSHS CHEPR External SharePoint site by April 1, 2023. Documentation is required within an established timeframe designated by the Contractual Requirements Schedule.
- P.** Submit the End-of-Year Performance Report to the System Agency within an established timeframe and submission method designated by the Contractual Requirements Schedule.
- Q.** Designate a member of the PHEP program to attend two regional healthcare coalition meetings during the Contract term, if meetings resume during the Contract term. Submit evidence of attendance, within an established timeframe designated by the Contractual Requirements Schedule.
- R.** Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report under this Contract.
- S.** Have plans, processes, and training in place to meet NIMS compliance requirements.
- T.** When using volunteers during the Contract term, the Grantee must designate a Texas Disaster Volunteer Registry (“TDVR”) State Emergency System for the Advanced Registration of Volunteer Health Professionals (“ESAR-VHP”) System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.

ATTACHMENT A.7

FY2023 STATEMENT OF WORK

July 1, 2022 through June 30, 2023

- U.** Grantee may not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, uniforms or furniture, or funding an award to another party or provider who is ineligible.
- V.** None of the funds made available under this agreement may be used to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.
- W.** Cooperate with System Agency to coordinate all planning, training and exercises performed under this Contract with the Texas Division of Emergency Management (“TDEM”), or other points of contact at the discretion of the Division for Regional and Local Health Operations, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.
- X.** Coordinate all risk communication activities with the System Agency Communications Unit by using System Agency’s core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.
- Y.** Initiate the purchase of all equipment approved in writing by the System Agency in the first quarter of the Contract term, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Contract must be submitted to the assigned System Agency Contract Manager.
- Z.** Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee’s Property Inventory Report to the assigned System Agency Contract Manager by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- AA.** Provide notification of budget transfers by submission of a revised Categorical Budget Form to the System Agency Contract Manager, highlighting the areas affected by the budget

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transfer.

Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but cannot exceed 25% of the total Contract value during a Contract budget period. If the budget transfer(s) exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required.

After review, the System Agency Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Contract.

BB. Not use System Agency funds to purchase buildings or real property without prior written approval from the System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

CC. At the expiration or termination of this Contract for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to System Agency. Title may be transferred to any other party designated by System Agency. The System Agency may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Grantee.

DD. Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:

1. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
2. Texas Health and Safety Code Chapter 81; and
3. Section 319C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended.

EE. Comply with all applicable regulations, standards and guidelines in effect on the beginning date of the term of this Contract.

FF. Submit other reports as required by System Agency. The initial reporting schedule for the requirements is subject to change as System Agency and CDC may modify requirements and due dates.

GG. Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans will be submitted to System Agency by the Health Care Coalition.

II. PERFORMANCE MEASURES

A. The System Agency will monitor the Grantee’s performance of the requirements in this

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Attachment and compliance with the Contract's terms and conditions.

- B.** Grantee will meet and report Performance Measures based on requirements that are developed in coordination with System Agency for the Grantee's project as provided in Section I. Grantee must also demonstrate adherence to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these requirements may result in withholding a portion of the current fiscal year PHEP base award.
- C.** System Agency will send a Contractual Requirements Schedule for reporting these Performance Measures within thirty (30) days of this Amendment No. 6 effective date.

III. INVOICE AND PAYMENT

- A.** Grantee will request payment using the State of Texas Purchase Voucher (Form B-13) monthly and acceptable supporting documentation for reimbursement of the required services/deliverables. The Grantee will submit the Financial Status Report (FSR-269A). Additionally, the Grantee will submit the Match Certification Form (B-13A), at the end of the fourth quarter. Vouchers, supporting documentation, Financial Status Reports, and Match Certification Forms should be mailed or emailed to the addresses below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov

B-13s and supporting documentation should be sent to: invoices@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc System Agency Contract Manager.

FSRs should be sent to: FSRGrants@dshs.texas.gov & CMSInvoices@dshs.texas.gov & cc System Agency Contract Manager.

- B.** Grantee will be reimbursed on a monthly basis and in accordance with **ATTACHMENT B, BUDGET** of the Contract.
- C.** System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency will monitor Grantee's expenditures on a quarterly basis. If expenditures are below that projected in Grantee's total Contract amount,

ATTACHMENT A.7
FY2023 STATEMENT OF WORK

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Grantee's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

- D.** Grantee may request a one-time working capital advance not to exceed twelve percent (12%) of the total amount of the Contract funded by System Agency. All advances must be expended by the end of the Contract term. Advances not expended by the end of the Contract term must be refunded to System Agency. Grantee will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the Grantee must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, System Agency will reduce the reimbursement request by one-third of the remaining balance of the advance.



TEXAS

Health and Human Services

Health and Human Services (HHS)

Uniform Terms and Conditions - Grant

Version 3.0

Published and Effective – August 2021

Responsible Office: Chief Counsel

ABOUT THIS DOCUMENT

In this document, Grantees (also referred to in this document as subrecipients or contractors) will find requirements and conditions applicable to grant funds administered and passed-through by both the Texas Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). These requirements and conditions are incorporated into the Grant Agreement through acceptance by Grantee of any funding award by HHSC or DSHS.

The terms and conditions in this document are in addition to all requirements listed in the RFA, if any, under which applications for this grant award are accepted, as well as all applicable federal and state laws and regulations. Applicable federal and state laws and regulations may include, but are not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; requirements of the entity that awarded the funds to HHS; Chapter 783 of the Texas Government Code; Texas Comptroller of Public Accounts' agency rules (including Uniform Grant and Contract Standards set forth in Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code); the Texas Grant Management Standards (TxGMS) developed by the Texas Comptroller of Public Accounts; and the Funding Announcement, Solicitation, or other instrument/documentation under which HHS was awarded funds. HHS, in its sole discretion, reserves the right to add requirements, terms, or conditions.

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.1 DEFINITIONS

As used in this Grant Agreement, unless a different definition is specified, or the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the Parties, which documents changes to the Grant Agreement.

“Contract” or “Grant Agreement” means the agreement entered into by the Parties, including the Signature Document, these Uniform Terms and Conditions, along with any attachments and amendments that may be issued by the System Agency.

“Deliverables” means the goods, services, and work product, including all reports and project documentation, required to be provided by Grantee to the System Agency.

“DSHS” means the Department of State Health Services.

“Effective Date” means the date on which the Grant Agreement takes effect.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Grant Agreement. May also be referred to as “subrecipient” or “contractor” in this document.

“HHSC” means the Texas Health and Human Services Commission.

“Health and Human Services” or “HHS” includes HHSC and DSHS.

“Intellectual Property Rights” means the worldwide proprietary rights or interests, including patent, copyright, trade secret, and trademark rights, as such right may be evidenced by or embodied in:

- i. any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement;
- ii. any work of authorship, including any compilation, computer code, website or web page design, literary work, pictorial work, or graphic work;
- iii. any trademark, service mark, trade dress, trade name, branding, or other indicia of source or origin;
- iv. domain name registrations; and
- v. any other proprietary or similar rights. The Intellectual Property Rights of a Party include all worldwide proprietary rights or interests that the Party may have acquired by assignment, by exclusive license, or by license with the right to grant sublicenses.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Project” means specific activities of the Grantee that are supported by funds provided under this Grant Agreement.

“Signature Document” means the document executed by all Parties for this Grant Agreement.

“Solicitation,” “Funding Announcement” or “Request for Applications (RFA)” means the document (including all exhibits, attachments, and published addenda), issued by the System Agency under which applications for grant funds were requested, which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“Solicitation Response” or “Application” means Grantee’s full and complete Solicitation response (including any attachments and addenda), which is incorporated by reference in the Grant Agreement for all purposes in its entirety.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means the Texas Comptroller of Public Accounts’ state travel rules, policies, and guidelines.

“Statement of Work” means the description of activities Grantee must perform to complete the Project, as specified in the Grant Agreement and as may be amended.

“System Agency” means HHSC or DSHS, as applicable.

“Work Product” means any and all works, including work papers, notes, materials, approaches, designs, specifications, systems, innovations, improvements, inventions, software, programs, source code, documentation, training materials, audio or audiovisual recordings, methodologies, concepts, studies, reports, whether finished or unfinished, and whether or not included in the deliverables, that are developed, produced, generated or provided by Grantee in connection with Grantee’s performance of its duties under the Grant Agreement or through use of any funding provided under this Grant Agreement.

“Texas Grant Management Standards” or “TxGMS” means uniform grant and contract administration procedures, developed under the authority of Chapter 783 of the Texas Government Code, to promote the efficient use of public funds in local government and in programs requiring cooperation among local, state, and federal agencies. Under this Grant Agreement, TxGMS applies to Grantee except as otherwise provided by applicable law or directed by System Agency. Additionally, except as otherwise provided by applicable law, in the event of a conflict between TxGMS and applicable federal or state law, federal law prevails over state law and state law prevails over TxGMS.

1.2 INTERPRETIVE PROVISIONS

- A. The meanings of defined terms include the singular and plural forms.
- B. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Grant Agreement as a whole and not to any particular provision, section, attachment, or schedule of this Grant Agreement unless otherwise specified.
- C. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Grant Agreement, (i) references to contracts

(including this Grant Agreement) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Grant Agreement, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- D. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Grant Agreement are references to these documents as amended, modified, or supplemented during the term of the Grant Agreement.
- E. The captions and headings of this Grant Agreement are for convenience of reference only and do not affect the interpretation of this Grant Agreement.
- F. All attachments, including those incorporated by reference, and any Amendments are considered part of the terms of this Grant Agreement.
- G. This Grant Agreement may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative.
- H. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- I. Time is of the essence in this Grant Agreement.
- J. Prior to execution of the Grant Agreement, Grantee must notify System Agency’s designated contact in writing of any ambiguity, conflict, discrepancy, omission, or other error. If Grantee fails to notify the System Agency designated contact of any ambiguity, conflict, discrepancy, omission or other error in the Grant Agreement prior to Grantee’s execution of the Grant Agreement, Grantee:
 - i. Shall have waived any claim of error or ambiguity in the Grant Agreement; and
 - ii. Shall not contest the interpretation by the System Agency of such provision(s).

No grantee will be entitled to additional reimbursement, relief, or time by reason of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or its later correction.

ARTICLE II. PAYMENT PROVISIONS

2.1 PROMPT PAYMENT

Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.

2.2 TAXES

Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from the Grant Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. System Agency shall not be liable for any taxes resulting from the Grant Agreement.

2.3 ANCILLARY AND TRAVEL EXPENSES

- A. Except as otherwise provided in the Grant Agreement, no ancillary expenses incurred by the Grantee in connection with its provision of the services or deliverables will be reimbursed by the System Agency. Ancillary expenses include, but are not limited to, costs associated with transportation, delivery, and insurance for each deliverable.
- B. Except as otherwise provided in the Grant Agreement, when the reimbursement of travel expenses is authorized by the Grant Agreement, all such expenses will be reimbursed in accordance with the rates set by the Texas Comptroller's *Textravel* guidelines, which can currently be accessed at: <https://fm.x.cpa.texas.gov/fmx/travel/texttravel/>.

2.4 BILLING

Unless otherwise provided in the Grant Agreement, Grantee shall bill the System Agency in accordance with the Grant Agreement. Unless otherwise specified in the Grant Agreement, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.5 USE OF FUNDS

Grantee shall expend funds under this Grant Agreement only for approved services and for reasonable and allowable expenses directly related to those services.

2.6 USE FOR MATCH PROHIBITED

Grantee shall not use funds provided under this Grant Agreement for matching purposes in securing other funding without the written approval of the System Agency.

2.7 PROGRAM INCOME

Program income refers to gross income directly generated by a supporting activity during the period of performance. Unless otherwise required under the Grant Agreement, Grantee shall use Program Income, as provided in TxGMS, to further the Project, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report Program Income in accordance with the Grant Agreement, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Grant Agreement term, when earned, and may not carry Program Income forward to any succeeding term. Grantee shall refund Program Income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using Program Income for the purposes and under the conditions specified in this Grant Agreement.

2.8 NONSUPPLANTING

Grant funds must be used to supplement existing, new or corresponding programming and related activities. Grant funds may not be used to supplant (replace) existing funds that have been appropriated, allocated, or disbursed for the same purpose. System Agency may conduct Grant monitoring or audits may be conducted to review, among other things, Grantee's compliance with this provision.

2.9 INDIRECT COST RATES

The System Agency may acknowledge an indirect cost rate for Grantees that is utilized for all applicable Grant Agreements. For subrecipients receiving federal funds, indirect cost rates will be determined in accordance with applicable law including, but not limited to, 2 CFR 200.414(f). For recipients receiving state funds, indirect costs will be determined in accordance with applicable law including, but not limited to, TxGMS. Grantees funded with blended federal and state funding will be subject to both state and federal requirements when determining indirect costs. In the event of a conflict between TxGMS and applicable federal law or regulation, the provisions of federal law or regulation will apply. Grantee will provide any necessary financial documents to determine the indirect cost rate in accordance with the Uniform Grant Guidance (UGG) and TxGMS.

ARTICLE III. STATE AND FEDERAL FUNDING

3.1 EXCESS OBLIGATIONS PROHIBITED

This Grant Agreement is subject to termination or cancellation, without penalty to System Agency, either in whole or in part, subject to the availability and actual receipt by System Agency of state or federal funds. System Agency is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If System Agency becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either System Agency's or Grantee's delivery or performance under the Grant Agreement impossible or unnecessary, the Grant Agreement will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, System Agency will not be liable to Grantee for any damages that are caused or associated with such termination or cancellation, and System Agency will not be required to give prior notice. Additionally, System Agency will not be liable to Grantee for any remaining unpaid funds under this Grant Agreement at time of termination.

3.2 NO DEBT AGAINST THE STATE

This Grant Agreement will not be construed as creating any debt by or on behalf of the State of Texas.

3.3 DEBTS AND DELINQUENCIES

Grantee agrees that any payments due under the Grant Agreement shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support during the entirety of the Grant Agreement term.

3.4 REFUNDS AND OVERPAYMENTS

- A. At its sole discretion, the System Agency may (i) withhold all or part of any payments to Grantee to offset overpayments, unallowable or ineligible costs made to the Grantee, or if any required financial status report(s) is not submitted by the due date(s); or (ii) require Grantee to promptly refund or credit - within thirty (30) calendar days of written notice – to System Agency any funds erroneously paid by System Agency which are not expressly authorized under the Grant Agreement.
- B. "Overpayments" as used in this Section include payments (i) made by the System

Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures. Grantee understands and agrees that it shall be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Grant Agreement. Grantee further understands and agrees that reimbursement of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Grant Agreement.

ARTICLE IV. ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.1 ALLOWABLE COSTS

- A. Allowable Costs are restricted to costs that are authorized under Texas Uniform Grant Management Standards (TxGMS) and applicable state and federal rules and laws. This Grant Agreement is subject to all applicable requirements of TxGMS, including the criteria for Allowable Costs. Additional federal requirements apply if this Grant Agreement is funded, in whole or in part, with federal funds.
- B. System Agency will reimburse Grantee for actual, allowable, and allocable costs incurred by Grantee in performing the Project, provided the costs are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Grant Agreement. At its sole discretion, the System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. The System Agency may take repayment (recoup) from remaining funds available under this Grant Agreement in amounts necessary to fulfill Grantee's repayment obligations. Grantee and all payments received by Grantee under this Grant Agreement are subject to applicable cost principles, audit requirements, and administrative requirements including applicable provisions under 2 CFR 200, 48 CFR Part 31, and TxGMS.
- C. OMB Circulars will be applied with the modifications prescribed by TxGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.2 AUDITS AND FINANCIAL STATEMENTS

- A. Audits
 - i. Grantee understands and agrees that Grantee is subject to any and all applicable audit requirements found in state or federal law or regulation or added by this Grant Agreement
 - ii. HHS Single Audit Unit will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the form within thirty (30) calendar days after receipt of notice, Grantee maybe subject to sanctions and remedies for non-compliance.
 - iii. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The federal threshold amount includes federal funds passed through by way of state agency awards.

- iv. If Grantee, within Grantee's fiscal year, expends at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in state funds awarded, Grantee shall have a single audit or program-specific audit in accordance with TxGMS. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and TxGMS.
 - v. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or TxGMS, as applicable, for their program-specific audits.
 - vi. Each Grantee required to obtain a single audit must competitively re-procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with applicable provisions of 2 CFR 200 and TxGMS.
- B. Financial Statements.
- Each Grantee that does not meet the expenditure threshold for a single audit or program-specific audit, must provide financial statements for the audit period.

4.3 SUBMISSION OF AUDITS AND FINANCIAL STATEMENTS

- A. Audits.
- Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit one electronic copy of the single audit or program-specific audit to the System Agency via:
- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau> or,
 - ii. Email to: single_audit_report@hhsc.state.tx.us.
- B. Financial Statements.
- Due no later than nine months after the Grantee's fiscal year-end, Grantees not required to submit an audit, shall submit one electronic copy of their financial statements via:
- i. HHS portal at <https://hhsportal.hhs.state.tx.us/heartwebextr/hhscSau>; or,
 - ii. Email to: single_audit_report@hhsc.state.tx.us.

ARTICLE V. WARRANTY, AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.1 WARRANTY

Grantee warrants that all work under this Grant Agreement shall be completed in a manner consistent with standards under the terms of this Grant Agreement, in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the Grant Agreement; and all deliverables shall be fit for ordinary use, of good quality, and with no material defects. If System Agency, in its sole discretion, determines Grantee has failed to complete work timely or to perform satisfactorily under conditions required by this Grant Agreement, the System Agency may require Grantee, at its sole expense, to:

- i. Repair or replace all defective or damaged work;
- ii. Refund any payment Grantee received from System Agency for all defective or damaged work and, in conjunction therewith, require Grantee to accept the return of such work; and,
- iii. Take necessary action to ensure that Grantee's future performance and work conform to the Grant Agreement requirements.

5.2 GENERAL AFFIRMATIONS

Grantee certifies that, to the extent affirmations are incorporated into the Grant Agreement, the Grantee has reviewed the affirmations and that Grantee is in compliance with all requirements.

5.3 FEDERAL ASSURANCES

Grantee further certifies that, to the extent federal assurances are incorporated into the Grant Agreement, the Grantee has reviewed the federal assurances and that Grantee is in compliance with all requirements.

5.4 FEDERAL CERTIFICATIONS

Grantee further certifies that, to the extent federal certifications are incorporated into the Grant Agreement, the Grantee has reviewed the federal certifications and that Grantee is in compliance with all requirements. In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, and regulations, as they may pertain to this Grant Agreement.

5.5 STATE ASSURANCES

Except to the extent of any conflict under applicable law or requirements or guidelines of any federal awarding agency from which funding for this Grant Agreement originated, the Grantee must comply with the applicable state assurances included within the TxGMS which are incorporated here by reference.

ARTICLE VI. INTELLECTUAL PROPERTY

6.1 OWNERSHIP OF WORK PRODUCT

- A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by System Agency. Grantee and Grantee's employees will have no rights in or ownership of the Work Product or any other property of System Agency.
- B. Any and all Work Product that is copyrightable under United States copyright law is deemed to be "work made for hire" owned by System Agency, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal law, Grantee hereby irrevocably assigns and transfers to System Agency, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.
- C. Grantee agrees to execute all papers and to perform such other acts as System Agency may deem necessary to secure for System Agency or its designee the rights herein assigned.
- D. In the event that Grantee has any rights in and to the Work Product that cannot be assigned to System Agency, Grantee hereby grants to System Agency an exclusive, worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to

sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

- E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Grantee. Grantee shall provide System Agency access during normal business hours to all Grantee materials, premises, and computer files containing the Work Product.

6.2 GRANTEE'S PRE-EXISTING WORKS

- A. To the extent that Grantee incorporates into the Work Product any works of Grantee that were created by Grantee or that Grantee acquired rights in prior to the Effective Date of this Grant Agreement ("**Incorporated Pre-existing Works**"), Grantee retains ownership of such Incorporated Pre-existing Works.
- B. Grantee hereby grants to System Agency an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.
- C. Grantee represents, warrants, and covenants to System Agency that Grantee has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to System Agency.

6.3 THIRD PARTY IP

- A. To the extent that any Third Party IP is included or incorporated in the Work Product by Grantee, Grantee hereby grants to System Agency, or shall obtain from the applicable third party for System Agency's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for System Agency's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to System Agency in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.
- B. Grantee shall obtain System Agency's advance written approval prior to incorporating any Third Party IP into the Work Product, and Grantee shall notify System Agency on delivery of the Work Product if such materials include any Third Party IP.
- C. Grantee shall provide System Agency all supporting documentation demonstrating Grantee's compliance with this Section 6.3, including without limitation documentation indicating a third party's written approval for Grantee to use any Third Party IP that may be incorporated in the Work Product.

6.4 AGREEMENTS WITH EMPLOYEES AND SUBCONTRACTORS

Grantee shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Grantee's compliance with Grantee's obligations under this Article VI, Intellectual Property.

6.5 DELIVERY UPON TERMINATION OR EXPIRATION

No later than the first calendar day after the termination or expiration of the Grant Agreement or upon System Agency's request, Grantee shall deliver to System Agency all completed, or

partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Grantee's failure to timely deliver such Work Product is a material breach of the Grant Agreement. Grantee will not retain any copies of the Work Product or any documentation or other products or results of Grantee's activities under the Grant Agreement without the prior written consent of System Agency.

6.6 SURVIVAL

The provisions and obligations of this Article survive any termination or expiration of the Grant Agreement.

6.7 SYSTEM AGENCY DATA

- A. As between the Parties, all data and information acquired, accessed, or made available to Grantee by, through, or on behalf of System Agency or System Agency contractors, including all electronic data generated, processed, transmitted, or stored by Grantee in the course of providing data processing services in connection with Grantee's performance hereunder (the "System Agency Data"), is owned solely by System Agency.
- B. Grantee has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the System Agency Data except as required for Grantee to fulfill its obligations under the Grant Agreement or as authorized in advance in writing by System Agency.
- C. For the avoidance of doubt, Grantee is expressly prohibited from using, and from permitting any third party to use, System Agency Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of System Agency.
- D. Grantee shall make System Agency Data available to System Agency, including to System Agency's designated vendors, as directed in writing by System Agency. The foregoing shall be at no cost to System Agency.
- E. Furthermore, the proprietary nature of Grantee's systems that process, store, collect, and/or transmit the System Agency Data shall not excuse Grantee's performance of its obligations hereunder.

ARTICLE VII. PROPERTY

7.1 USE OF STATE PROPERTY

- A. Grantee is prohibited from using State Property for any purpose other than performing Services authorized under the Grant Agreement.
- B. State Property includes, but is not limited to, System Agency's office space, identification badges, System Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads or tablets, external hard drives, data storage devices, any System Agency-issued software, and the System Agency Virtual Private Network (VPN client)), and any other resources of System Agency.
- C. Grantee shall not remove State Property from the continental United States. In addition, Grantee may not use any computing device to access System Agency's network or e-mail while outside of the continental United States.
- D. Grantee shall not perform any maintenance services on State Property unless the Grant Agreement expressly authorizes such Services.

- E. During the time that State Property is in the possession of Grantee, Grantee shall be responsible for:
 - i. all repair and replacement charges incurred by State Agency that are associated with loss of State Property or damage beyond normal wear and tear, and
 - ii. all charges attributable to Grantee's use of State Property that exceeds the Grant Agreement scope. Grantee shall fully reimburse such charges to System Agency within ten (10) calendar days of Grantee's receipt of System Agency's notice of amount due. Use of State Property for a purpose not authorized by the Grant Agreement shall constitute breach of contract and may result in termination of the Grant Agreement and the pursuit of other remedies available to System Agency under contract, at law, or in equity.

7.2 DAMAGE TO STATE PROPERTY

- A. In the event of loss, destruction, or damage to any System Agency or State of Texas owned, leased, or occupied property or equipment by Grantee or Grantee's employees, agents, Subcontractors, or suppliers, Grantee shall be liable to System Agency and the State of Texas for the full cost of repair, reconstruction, or replacement of the lost, destroyed, or damaged property.
- B. Grantee shall notify System Agency of the loss, destruction, or damage of equipment or property within one (1) business day. Grantee shall reimburse System Agency and the State of Texas for such property damage within ten (10) calendar days after Grantee's receipt of System Agency's notice of amount due.

7.3 PROPERTY RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT

In the event the Grant Agreement is terminated for any reason or expires, State Property remains the property of the System Agency and must be returned to the System Agency by the earlier of the end date of the Grant Agreement or upon System Agency's request.

7.4 EQUIPMENT AND PROPERTY

- A. The Grantee must ensure equipment with a per-unit cost of \$5,000 or greater purchased with grant funds under this award is used solely for the purpose of this Grant or is properly pro-rated for use under this Grant. Grantee must have control systems to prevent loss, damage, or theft of property funded under this Grant. Grantee shall maintain equipment management and inventory procedures for equipment, whether acquired in part or whole with grant funds, until disposition occurs.
- B. When equipment acquired by Grantee under this Grant Agreement is no longer needed for the original project or for other activities currently supported by System Agency, the Grantee must properly dispose of the equipment pursuant to 2 CFR and/or TxGMS, as applicable. Upon termination of this Grant Agreement, use and disposal of equipment by the Grantee shall conform with TxGMS requirements.
- C. Grantee shall initiate the purchase of all equipment approved in writing by the System Agency in accordance with the schedule approved by System Agency, as applicable. Failure to timely initiate the purchase of equipment may result in the loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter in the Grant Agreement must be submitted to the assigned System Agency contract manager.
- D. Controlled Assets include firearms, regardless of the acquisition cost, and the following

assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered supplies.

- E. System Agency funds must not be used to purchase buildings or real property without prior written approval from System Agency. Any costs related to the initial acquisition of the buildings or real property are not allowable without written pre-approval.

ARTICLE VIII. RECORD RETENTION, AUDIT, AND CONFIDENTIALITY

8.1 RECORD MAINTENANCE AND RETENTION

- A. Grantee shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Grant Agreement and all state and federal rules, regulations, and statutes.
- B. Grantee shall maintain and retain legible copies of this Grant Agreement and all records relating to the performance of the Grant Agreement, including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Grantee for a minimum of seven (7) years after the Grant Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Grant Agreement are resolved, whichever is later.

8.2 AGENCY'S RIGHT TO AUDIT

- A. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Grantee pertaining to the Grant Agreement for purposes of inspecting, monitoring, auditing, or evaluating by System Agency and the State of Texas.
- B. In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors shall permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Grant Agreement. If the Grant Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: the System Agency, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

- C. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee shall produce original documents related to this Grant Agreement.
- D. The System Agency and any duly authorized authority shall have the right to audit billings both before and after payment, and all documentation that substantiates the billings.
- E. Grantee shall include this provision concerning the right of access to, and examination of, sites and information related to this Grant Agreement in any Subcontract it awards.

8.3 RESPONSE/COMPLIANCE WITH AUDIT OR INSPECTION FINDINGS

- A. Grantee must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Grant Agreement and the services and Deliverables provided. Any such correction will be at Grantee's or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance shall be solely the decision of the System Agency.
- B. As part of the services, Grantee must provide to HHS upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the State under the Grant Agreement.

8.4 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement. The acceptance of funds directly under the Grant Agreement or indirectly through a subcontract under the Grant Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

8.5 CONFIDENTIALITY

Grantee shall maintain as confidential and shall not disclose to third parties without System Agency's prior written consent, any System Agency information including but not limited to System Agency's business activities, practices, systems, conditions and services. This section will survive termination or expiration of this Grant Agreement. This requirement must be included in all subcontracts awarded by Grantee.

ARTICLE IX. GRANT REMEDIES, TERMINATION AND PROHIBITED ACTIVITIES

9.1 REMEDIES

- A. To ensure Grantee's full performance of the Grant Agreement and compliance with applicable law, System Agency reserves the right to hold Grantee accountable for breach of contract or substandard performance and may take remedial or corrective actions,

including, but not limited to the following:

- i. temporarily withholding cash disbursements or reimbursements pending correction of the deficiency;
 - ii. disallowing or denying use of funds for the activity or action deemed not to be in compliance;
 - iii. disallowing claims for reimbursement that may require a partial or whole return of previous payments or reimbursements;
 - iv. suspending all or part of the Grant Agreement;
 - v. requiring the Grantee to take specific actions in order to remain in compliance with the Grant Agreement;
 - vi. recouping payments made by the System Agency to the Grantee found to be in error;
 - vii. suspending, limiting, or placing conditions on the Grantee's continued performance of the Project;
 - viii. prohibiting the Grantee from receiving additional funds for other grant programs administered by the System Agency until satisfactory compliance resolution is obtained;
 - ix. withholding release of new grant agreements; and
 - x. imposing any other remedies, sanctions or penalties authorized under this Grant Agreement or permitted by federal or state statute, law, regulation or rule.
- B. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended.
- C. No action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as a waiver of any other rights or remedies available to System Agency under the Grant Agreement or pursuant to law. Additionally, no action taken by System Agency in exercising remedies or imposing sanctions will constitute or operate as an acceptance, waiver, or cure of Grantee's breach. Unless expressly authorized by System Agency, Grantee may not be entitled to reimbursement for expenses incurred while the Grant Agreement is suspended or after termination.

9.2 TERMINATION FOR CONVENIENCE

The System Agency may terminate the Grant Agreement, in whole or in part, at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in the System Agency's notice of termination.

9.3 TERMINATION FOR CAUSE

- A. Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Grant Agreement, in whole or in part, upon either of the following conditions:

i. **Material Breach**

The System Agency may terminate the Grant Agreement, in whole or in part, if the System Agency determines, in its sole discretion, that Grantee has materially breached the Grant Agreement or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, whether or not such violation prevents or substantially impairs performance of Grantee's duties under the Grant Agreement. Grantee's misrepresentation in any aspect including, but not limited to, of Grantee's Solicitation Application, if any, or Grantee's

addition to the SAM exclusion list (identification in SAM as an excluded entity) may also constitute a material breach of the Grant Agreement.

ii. Failure to Maintain Financial Viability

The System Agency may terminate the Grant Agreement if the System Agency, in its sole discretion, determines that Grantee no longer maintains the financial viability required to complete the services and deliverables, or otherwise fully perform its responsibilities under the Grant Agreement.

- B. System Agency will specify the effective date of such termination in the notice to Grantee. If no effective date is specified, the Grant Agreement will terminate on the date of the notification.

9.4 GRANTEE RESPONSIBILITY FOR SYSTEM AGENCY'S TERMINATION COSTS

If the System Agency terminates the Grant Agreement for cause, the Grantee shall be responsible to the System Agency for all costs incurred by the System Agency and the State of Texas to replace the Grantee. These costs include, but are not limited to, the costs of procuring a substitute grantee and the cost of any claim or litigation attributable to Grantee's failure to perform any work in accordance with the terms of the Grant Agreement.

9.5 INHERENTLY RELIGIOUS ACTIVITIES

Grantee may not use grant funding to engage in inherently religious activities, such as proselytizing, scripture study, or worship. Grantees may engage in inherently religious activities; however, these activities must be separate in time or location from the grant-funded program. Moreover, grantees must not compel program beneficiaries to participate in inherently religious activities. These requirements apply to all grantees, not just faith-based organizations.

9.6 POLITICAL ACTIVITIES

Grant funds cannot be used for the following activities:

- A. Grantees and their relevant sub-grantees or subcontractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Grantees may use private, or non-System Agency money or contributions for political purposes but may not charge to, or be reimbursed from, System Agency contracts or grants for the costs of such activities.
- B. Grant-funded employees may not use official authority or influence to achieve any political purpose and grant funds cannot be used for the salary, benefits, or any other compensation of an elected official.
- C. Grant funds may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, grant funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.
- D. As applicable, Grantee will comply with 31 USC § 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

ARTICLE X. INDEMNITY

10.1 GENERAL INDEMNITY

- A. GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND SYSTEM AGENCY, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE GRANT AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AGREEMENT.**
- B. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OF OMISSIONS OF THE SYSTEM AGENCY OR ITS EMPLOYEES.**
- C. For the avoidance of doubt, System Agency shall not indemnify Grantee or any other entity under the Grant Agreement.**

10.2 INTELLECTUAL PROPERTY

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE SYSTEM AGENCY AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM:

- i. THE PERFORMANCE OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT AGREEMENT;**
- ii. ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR**
- iii. SYSTEM AGENCY'S AND/OR GRANTEE'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO SYSTEM AGENCY BY GRANTEE OR OTHERWISE TO WHICH SYSTEM AGENCY HAS ACCESS AS A RESULT OF GRANTEE'S PERFORMANCE UNDER THE GRANT AGREEMENT.**

10.3 ADDITIONAL INDEMNITY PROVISIONS

- A. GRANTEE AND SYSTEM AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY INDEMNITY CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES.**
- B. THE DEFENSE SHALL BE COORDINATED BY THE GRANTEE WITH THE**

OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL.

- C. GRANTEE SHALL REIMBURSE SYSTEM AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE SYSTEM AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF GRANTEE OR IF SYSTEM AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, SYSTEM AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND GRANTEE SHALL PAY ALL REASONABLE COSTS OF SYSTEM AGENCY'S COUNSEL.**

ARTICLE XI. GENERAL PROVISIONS

11.1 AMENDMENTS

Except as otherwise expressly provided, the Grant Agreement may only be amended by a written Amendment executed by both Parties.

11.2 NO QUANTITY GUARANTEES

The System Agency makes no guarantee of volume or usage of work under this Grant Agreement. All work requested may be on an irregular and as needed basis throughout the Grant Agreement term.

11.3 CHILD ABUSE REPORTING REQUIREMENTS

- A. Grantees shall comply with child abuse and neglect reporting requirements in Texas Family Code Chapter 261. This section is in addition to and does not supersede any other legal obligation of the Grantee to report child abuse.
- B. Grantee shall develop, implement and enforce a written policy that includes at a minimum the System Agency's Child Abuse Screening, Documenting, and Reporting Policy for Grantees/Providers and train all staff on reporting requirements.
- C. Grantee shall use the Texas Abuse Hotline Website located at <https://www.txabusehotline.org/Login/Default.aspx> as required by the System Agency. Grantee shall retain reporting documentation on site and make it available for inspection by the System Agency.

11.4 CERTIFICATION OF MEETING OR EXCEEDING TOBACCO-FREE WORKPLACE POLICY MINIMUM STANDARDS

- A. Grantee certifies that it has adopted and enforces a Tobacco-Free Workplace Policy that meets or exceeds all of the following minimum standards of:
 - i. Prohibiting the use of all forms of tobacco products, including but not limited to cigarettes, cigars, pipes, water pipes (hookah), bidis, kreteks, electronic cigarettes, smokeless tobacco, snuff and chewing tobacco;

- ii. Designating the property to which this Policy applies as a "designated area," which must at least comprise all buildings and structures where activities funded under this Grant Agreement are taking place, as well as Grantee owned, leased, or controlled sidewalks, parking lots, walkways, and attached parking structures immediately adjacent to this designated area;
 - iii. Applying to all employees and visitors in this designated area; and
 - iv. Providing for or referring its employees to tobacco use cessation services.
- B. If Grantee cannot meet these minimum standards, it must obtain a waiver from the System Agency.

11.5 INSURANCE AND BONDS

Unless otherwise specified in this Contract, Grantee shall acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee shall provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee shall secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage. In addition, if required by System Agency, Grantee must obtain and have on file a blanket fidelity bond that indemnifies System Agency against the loss or theft of any grant funds, including applicable matching funds. The fidelity bond must cover the entirety of the grant term and any subsequent renewals. The failure of Grantee to comply with these requirements may subject Grantee to remedial or corrective actions detailed in section 10.1, General Indemnity, above.

These and all other insurance requirements under the Grant apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

11.6 LIMITATION ON AUTHORITY

- A. Grantee shall not have any authority to act for or on behalf of the System Agency or the State of Texas except as expressly provided for in the Grant Agreement; no other authority, power, or use is granted or implied. Grantee may not incur any debt, obligation, expense, or liability of any kind on behalf of System Agency or the State of Texas.
- B. Grantee may not rely upon implied authority and is not granted authority under the Grant Agreement to:
 - i. Make public policy on behalf of the System Agency;
 - ii. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of a System Agency program; or
 - iii. Unilaterally communicate or negotiate with any federal or state agency or the Texas

Legislature on behalf of the System Agency regarding System Agency programs or the Grant Agreement. However, upon System Agency request and with reasonable notice from System Agency to the Grantee, the Grantee shall assist the System Agency in communications and negotiations regarding the Work under the Grant Agreement with state and federal governments.

11.7 CHANGE IN LAWS AND COMPLIANCE WITH LAWS

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services and products required by the Grant Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Grant Agreement. Notwithstanding Section 11.1, Amendments, above, System Agency reserves the right, in its sole discretion, to unilaterally amend the Grant Agreement to incorporate any modifications necessary for System Agency's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

11.8 SUBCONTRACTORS

Grantee may not subcontract any or all of the Work and/or obligations under the Grant Agreement without prior written approval of the System Agency. Subcontracts, if any, entered into by the Grantee shall be in writing and be subject to the requirements of the Grant Agreement. Should Grantee subcontract any of the services required in the Grant Agreement, Grantee expressly understands and acknowledges System Agency is in no manner liable to any subcontractor(s) of Grantee. In no event shall this provision relieve Grantee of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the Grant Agreement.

11.9 PERMITTING AND LICENSURE

At Grantee's sole expense, Grantee shall procure and maintain for the duration of this Grant Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or services required by this Grant Agreement. Grantee shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Grant Agreement.

11.10 INDEPENDENT CONTRACTOR

Grantee and Grantee's employees, representatives, agents, Subcontractors, suppliers, and third-party service providers shall serve as independent contractors in providing the services under the Grant Agreement. Neither Grantee nor System Agency is an agent of the other and neither may make any commitments on the other party's behalf. The Grantee is not a "governmental body" solely by virtue of this Grant Agreement or receipt of grant funds under this Grant Agreement. Grantee shall have no claim against System Agency for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The Grant Agreement shall not create any joint venture, partnership, agency, or employment relationship between Grantee and System Agency.

11.11 GOVERNING LAW AND VENUE

The Grant Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the System Agency.

11.12 SEVERABILITY

If any provision contained in this Grant Agreement is held to be unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this Grant Agreement. It is the intent and agreement of the Parties this Grant Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal and enforceable and that achieves the same objective. All other provisions of this Grant Agreement will continue in full force and effect.

11.13 SURVIVABILITY

Expiration or termination of the Grant Agreement for any reason does not release Grantee from any liability or obligation set forth in the Grant Agreement that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the Grant Agreement, including without limitation the provisions regarding return of grant funds, audit requirements, records retention, public information, warranty, indemnification, confidentiality, and rights and remedies upon termination.

11.14 FORCE MAJEURE

Neither Grantee nor System Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in the Grant Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.

11.15 NO IMPLIED WAIVER OF PROVISIONS

The failure of the System Agency to object to or to take affirmative action with respect to any conduct of the Grantee which is in violation or breach of the terms of the Grant Agreement shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

11.16 FUNDING DISCLAIMERS AND LABELING

- A. Grantee shall not use System Agency's name or refer to System Agency directly or indirectly in any media appearance, public service announcement, or disclosure relating to this Grant Agreement including any promotional material without first obtaining

written consent from System Agency. The foregoing prohibition includes, without limitation, the placement of banners, pop-up ads, or other advertisements promoting Grantee's or a third party's products, services, workshops, trainings, or other commercial offerings on any website portal or internet-based service or software application hosted or managed by Grantee. This does not limit the Grantee's responsibility to comply with obligations related to the Texas Public Information Act or Texas Open Meetings Act.

- B. In general, no publication (including websites, reports, projects, etc.) may convey System Agency's recognition or endorsement of the Grantee's project without prior written approval from System Agency. Publications funded in part or wholly by HHS grant funding must include a statement that "HHS and neither any of its components operate, control, are responsible for, or necessarily endorse, this publication (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)" at HHS's request.

11.17 MEDIA RELEASES

- A. Grantee shall not use System Agency's name, logo, or other likeness in any press release, marketing material or other announcement without System Agency's prior written approval. System Agency does not endorse any vendor, commodity, or service. Grantee is not authorized to make or participate in any media releases or public announcements pertaining to this Grant Agreement or the Services to which they relate without System Agency's prior written consent, and then only in accordance with explicit written instruction from System Agency.
- B. Grantee may publish, at its sole expense, results of Grantee performance under the Grant Agreement with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

11.18 PROHIBITION ON NON-COMPETE RESTRICTIONS

Grantee shall not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements, that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

11.19 SOVEREIGN IMMUNITY

Nothing in the Grant Agreement will be construed as a waiver of the System Agency's or the State's sovereign immunity. This Grant Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the System Agency or the State of Texas under the Grant Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. System Agency does not waive any privileges, rights, defenses, or immunities available to System Agency by entering into the Grant Agreement or by its conduct prior to or subsequent to entering into the Grant Agreement.

11.20 ENTIRE CONTRACT AND MODIFICATION

The Grant Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Grant Agreement will be harmonized with this Grant Agreement to the extent possible.

11.21 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Grant Agreement.

11.22 PROPER AUTHORITY

Each Party represents and warrants that the person executing this Grant Agreement on its behalf has full power and authority to enter into this Grant Agreement.

11.23 E-VERIFY PROGRAM

Grantee certifies that it utilizes and will continue to utilize the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- A. all persons employed to perform duties within Texas during the term of the Grant Agreement; and
- B. all persons, (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Agreement within the United States of America.

11.24 CIVIL RIGHTS

- A. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
 - ii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 - iii. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
 - iv. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 - v. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 - vi. Food and Nutrition Act of 2008 (7 U.S.C. §2011 et seq.); and
 - vii. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Grant Agreement.
- B. Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- C. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take

reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- D. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>.
- E. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- F. Upon request, Grantee shall provide HHSC's Civil Rights Office with copies of the Grantee's civil rights policies and procedures.
- G. Grantee must notify HHSC's Civil Rights Office of any complaints of discrimination received relating to its performance under this Grant Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885
Email: HHSCivilRightsOffice@hhsc.state.tx.us.

11.25 ENTERPRISE INFORMATION MANAGEMENT STANDARDS

Grantee shall conform to HHS standards for data management as described by the policies of the HHS Chief Data and Analytics Officer. These include, but are not limited to, standards for documentation and communication of data models, metadata, and other data definition methods that are required by HHS for ongoing data governance, strategic portfolio analysis, interoperability planning, and valuation of HHS System data assets.

11.26 DISCLOSURE OF LITIGATION

- A. The Grantee must disclose in writing to the contract manager assigned to this Grant Agreement any material civil or criminal litigation or indictment either threatened or pending involving the Grantee. "Threatened litigation" as used herein shall include governmental investigations and civil investigative demands. "Litigation" as used herein shall include administrative enforcement actions brought by governmental agencies. The Grantee must also disclose any material litigation threatened or pending involving Subcontractors, consultants, and/or lobbyists. For purposes of this section, "material" refers, but is not limited, to any action or pending action that a reasonable person knowledgeable in the applicable industry would consider relevant to the Work under the Grant Agreement or any development such a person would want to be aware of in order to stay fully apprised of the total mix of information relevant to the Work, together with

any litigation threatened or pending that may result in a substantial change in the Grantee's financial condition.

- B. This is a continuing disclosure requirement; any litigation commencing after Grant Agreement Award must be disclosed in a written statement to the assigned contract manager within seven calendar days of its occurrence.

11.27 NO THIRD PARTY BENEFICIARIES

The Grant Agreement is made solely and specifically among and for the benefit of the Parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the Grant Agreement as a third-party beneficiary or otherwise.

11.28 BINDING EFFECT

The Grant Agreement shall inure to the benefit of, be binding upon, and be enforceable against each Party and their respective permitted successors, assigns, transferees, and delegates.

Attachment F.6

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	DUNS Number: 9-digits Required www.sam.gov <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px;"></div>	

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

Attachment F.6

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

As the duly authorized representative (Signor) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.
If your answer is "No", answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? ☐ Yes ☐ No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? ☐ Yes ☐ No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;

Sally Tom:300000

Provide compensation information here:

**Public Health Emergency Preparedness
Work Plan and Vulnerable Populations Plan Template
Budget Period (BP) 4- FY23
Term: 7/1/2022 – 6/30/2023**

Due: January 25, 2022

Jurisdiction: Hays County

Report Completed by: Michelle Villegas

Email: michelle.villegas@co.hays.tx.us

Phone: 512-216-1023

Instructions: This template should be used to outline the work plan for Budget Period (BP) 4 – FY23 and provide a general summary of planned activities. Jurisdiction should:

- Select three (3) or more capabilities to work on in BP4– FY23.
- Develop the work plan by identifying jurisdictional needs within a capability, assessing current resources, and developing a plan to address identified gaps. Work Plan tasks and activities may be linked to the ongoing COVID-19 response.
- **Carrying capabilities forward from previous budget periods:** Capabilities for BP4– FY23 may be the same as prior year selections. If the jurisdiction intends to carry work forward from BP3 – FY22 to BP4 – FY23, please mark this on page 3.
- **Changing capabilities:** Capabilities can be changed during the budget period. If there is a change to capabilities, please email a notification to the **PHEP email inbox** (PHEP@dshs.texas.gov).
- **Medical Countermeasures:** If Capabilities 8 and/or 9 (medical countermeasures) are selected, jurisdictions must select at least one (1) additional capability.
- Complete the **Vulnerable Populations Planning Module**.

Please email the completed jurisdictional work plan to the **PHEP email inbox** (PHEP@dshs.texas.gov) by **January 25, 2022**.

Public Health Emergency Preparedness

Work Plan Template

Work Plan Executive Summary:

Please provide a very brief overview of the jurisdiction's goals for BP4 – FY23.

Goals for this period is to continue to provide opportunities for Community Preparedness and Recovery. Emphasis will continue to focus on Covid-19 relief to include All Hazards approach. Exercises this year will focus on Emergency Operations Center and Point of Dispensing Operations to be ready for continued support for vaccinations. Continued Responder Safety and Health along with Volunteer Management Activities.

Capabilities

FY22: Please mark the capabilities that were addressed during BP3– FY22 in the column labeled *FY22*.

FY23: Please mark three (3) capabilities that will be addressed during BP4 – FY23 in the column labeled *FY23*.

COVID-19 Carryover: Please mark if capabilities that will be carried over to FY23 due to COVID-19 response activities in the column labeled *COVID-19 Carryover*.

CAPABILITY	FY22	FY23	COVID-19 Carryover
Community Preparedness	x	x	x
Community Recovery	x	x	x
Emergency Operations Coordination	<input type="checkbox"/>	x	x
Emergency Public Information and Warning	<input type="checkbox"/>	x	x
Fatality Management	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information Sharing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mass Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medical Countermeasures Dispensing and Administration	x	x	x
Medical Materiel Management and Distribution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Medical Surge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nonpharmaceutical Intervention	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Health Laboratory Testing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Health Surveillance and Epidemiological Investigation	x	x	x
Responder Safety and Health	x	x	x
Volunteer Management	x	x	x

Capability

- ☒ Capability 1: Community Preparedness
- ☐ Capability 2: Community Recovery
- ☐ Capability 3: Emergency Operations Coordination
- ☐ Capability 4: Emergency Public Information and Warning
- ☐ Capability 5: Fatality Management
- ☐ Capability 6: Information Sharing
- ☐ Capability 7: Mass Care
- ☐ Capability 8: Medical Countermeasure Dispensing and Administration
- ☐ Capability 9: Medical Materiel Management and Distribution
- ☐ Capability 10: Medical Surge
- ☐ Capability 11: Nonpharmaceutical Interventions
- ☐ Capability 12: Public Health Laboratory Testing
- ☐ Capability 13: Public Health Surveillance and Epidemiological Investigation
- ☐ Capability 14: Responder Safety and Health
- ☐ Capability 15: Volunteer Management

Assessment of current relevant resources: *Printed Materials, social media and messaging, private and public partners, VOADs*

Identified needs/gaps: *Limited personnel and limited outreach activities due to Covid -19 restrictions.*

Objective(s): *Provide a consistent message by using web and social media for community preparedness*

Outcome(s):

Output(s):

Supporting Activities

Activity Description	Lead Assigned Personnel	Contributing Partners (if any)	Consultant (if any)	Estimated Date of Completion
<i>Emergency Preparedness Fair</i>	Michelle Villegas	<i>OES Staff, CERT</i>		<i>Nov 2022</i>
<i>Community Events</i>	Michelle Villegas	<i>OES Staff, CERT</i>		<i>May 2022</i>
<i>Partner with Faith Based Organizations</i>	Michelle Villegas	<i>OES Staff, CERT</i>		<i>May 2022</i>

Capability

- ☐ Capability 1: Community Preparedness
- ☒ Capability 2: Community Recovery

- ☐ Capability 3: Emergency Operations Coordination
- ☐ Capability 4: Emergency Public Information and Warning
- ☐ Capability 5: Fatality Management
- ☐ Capability 6: Information Sharing
- ☐ Capability 7: Mass Care
- ☐ Capability 8: Medical Countermeasure Dispensing and Administration
- ☐ Capability 9: Medical Materiel Management and Distribution
- ☐ Capability 10: Medical Surge
- ☐ Capability 11: Nonpharmaceutical Interventions
- ☐ Capability 12: Public Health Laboratory Testing
- ☐ Capability 13: Public Health Surveillance and Epidemiological Investigation
- ☐ Capability 14: Responder Safety and Health
- ☐ Capability 15: Volunteer Management

Assessment of current relevant resources: *Current Resources include Faith Based Organizations, CVOADS, Hill County Mental Health, and Blanco River Regional Recovery Team (BR3T), Local Hospitals, CERT, and TSAR.*

Identified needs/gaps: *Identifying local vulnerable population, new residents to the county and new students to Texas State University*

Objective(s): *Build a volunteer organization which is trained in case management, disaster assessment, and volunteer resourcing*

Outcome(s):

Output(s):

Supporting Activities

Activity Description	Lead Assigned Personnel	Contributing Partners (if any)	Consultant (if any)	Estimated Date of Completion
<i>Workshops</i>	Michelle Villegas	<i>OES Staff, CERT</i>		<i>May 2022</i>
<i>Marketing Information portal for all visitors and new residents</i>	Mike Jones	<i>Texas State University</i>		<i>May 2022</i>

Capability

- ☐ Capability 1: Community Preparedness
- ☐ Capability 2: Community Recovery
- ☒ Capability 3: Emergency Operations Coordination
- ☐ Capability 4: Emergency Public Information and Warning
- ☐ Capability 5: Fatality Management

- ☐ Capability 6: Information Sharing
- ☐ Capability 7: Mass Care
- ☐ Capability 8: Medical Countermeasure Dispensing and Administration
- ☐ Capability 9: Medical Materiel Management and Distribution
- ☐ Capability 10: Medical Surge
- Capability 11: Nonpharmaceutical Interventions
- ☐ Capability 12: Public Health Laboratory Testing
- ☐ Capability 13: Public Health Surveillance and Epidemiological Investigation
- ☐ Capability 14: Responder Safety and Health
- ☐ Capability 15: Volunteer Management

Assessment of current relevant resources: *Epidemiologist (2), Emergency Preparedness Coordinator, CERT*

Identified needs/gaps: Continue to strengthen relationships with new personnel and staff members

Objective(s): Coordinate with OES for all public health concerns related to current disaster response.

Outcome(s):

Output(s):

Supporting Activities

Activity Description	Lead Assigned Personnel	Contributing Partners (if any)	Consultant (if any)	Estimated Date of Completion
<i>Identify public health and safety concerns</i>	Michelle Villegas	<i>OES Staff, Health Department</i>		<i>May 2022</i>
<i>Determine best actions and plans for congregate and non-congregate housing needs/concerns</i>	Michelle Villegas	<i>OES Staff, Health Department</i>		<i>May 2022</i>
<i>Coordinate Congregate/ Non-Congregate Housing</i>	Michelle Villegas	<i>OES Staff, Shelter Staff</i>		<i>May 2022</i>

Capability

- ☐ Capability 1: Community Preparedness
- ☐ Capability 2: Community Recovery
- ☐ Capability 3: Emergency Operations Coordination
- ☐ Capability 4: Emergency Public Information and Warning
- ☐ Capability 5: Fatality Management
- ☐ Capability 6: Information Sharing
- ☐ Capability 7: Mass Care
- x Capability 8: Medical Countermeasure Dispensing and Administration
- ☐ Capability 9: Medical Materiel Management and Distribution

- ☐ Capability 10: Medical Surge
- ☐ Capability 11: Nonpharmaceutical Interventions
- ☐ Capability 12: Public Health Laboratory Testing
- ☐ Capability 13: Public Health Surveillance and Epidemiological Investigation
- ☐ Capability 14: Responder Safety and Health
- ☐ Capability 15: Volunteer Management

Assessment of current relevant resources: *Independent School Districts, CERT, CPOD Partners, County First Responders i.e. Police, Sheriff's Office, Fire, EMS, and Hospitals*

Identified needs/gaps: Continue testing each of our public point of dispensing locations

Objective(s): Use "Head of Household" model, complete drive thru operations to equal 64 vehicles per hour.

Outcome(s):

Output(s):

Supporting Activities

Activity Description	Lead Assigned Personnel	Contributing Partners (if any)	Consultant (if any)	Estimated Date of Completion
<i>Tabletop Exercise</i>	Michelle Villegas	<i>OES Staff, Health Dept., CERT, CPOD Partners</i>		<i>May 2022</i>
<i>Full Scale Exercise Lehman High School</i>	Michelle Villegas	<i>OES Staff, Health Dept., CERT, CPOD Partners</i>		<i>Dec 2022</i>

Vulnerable Population Planning Module

1. Select **all** vulnerable population partners with whom you plan to work during BP3 – FY22.

☒ Elderly

☒ Immunocompromised

☒ Non-English speakers

☒ Individuals who are homeless

☒ Individuals with end stage renal disease

☒ Individuals with chronic health conditions

X Individuals with mental illness(es)

X Uninsured children

X Immigrants/refugees

X Economically disadvantaged

2. How will the jurisdiction involve this/these vulnerable population partner(s) in preparedness activities/planning in the next year?

Compile consistent messaging for vulnerable populations giving guidance and actions to take regarding all hazards and measures for testing and vaccines.

Those private and public partners who address and work with the vulnerable population on a regular basis will be included in all exercises and Local Emergency Planning Committee.

3. How will these populations be engaged in upcoming BP3 exercises?

Continue to perform outreach activities, going door-to-door with pamphlets, information, reaching out to faith-based organizations and their participants to provide updates, and information. Promoting and encouraging volunteers to join the CERT Team and grow this vulnerable population group which will in turn provide continuity and develop trust and respect in their respective communities.

4. Please provide any additional comments, if applicable.

Certificate Of Completion

Envelope Id: 7AB314A403C947EBB4CBA75F95125263

Status: Sent

Subject: 537-18-0153-00001, Hays County, Amendment #6, CPS_Hazards

Source Envelope:

Document Pages: 53

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Enveloped Stamping: Enabled

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

Envelope Originator:

CMS Internal Routing Mailbox

11493 Sunset Hills Road

#100

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 167.137.1.10

Record Tracking

Status: Original

2/22/2022 4:26:00 PM

Holder: CMS Internal Routing Mailbox

CMS.InternalRouting@dshs.texas.gov

Location: DocuSign

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

Ruben Becerra

judge.becerra@co.hays.tx.us

Hays County Judge

Security Level: Email, Account Authentication
(None)

Sent: 2/22/2022 4:44:14 PM

Electronic Record and Signature Disclosure:

Accepted: 1/19/2022 3:26:41 PM

ID: a806b945-b16f-43c9-b81d-3d6986d804f0

Jonah Wilczynski

jonah.wilczynski@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 2/24/2022 3:57:52 PM

ID: cb94efec-16ae-409d-819c-6989a7604648

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 2/25/2022 6:49:31 AM

ID: bfbcf3d6-a379-4721-95de-37850eec7ec3

Dave Gruber

david.gruber@dshs.texas.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 1/3/2021 4:48:45 PM

ID: bd2f4497-b4dc-4c51-9974-71b86780cff4

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
lindsay Mcclune lindsay.mcclune@co.hays.tx.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Jennifer Boggs jennifer.boggs@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign CMS Internal Routing cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Beverly Taylor Beverly.Taylor@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 2/22/2022 4:44:13 PM Viewed: 2/25/2022 8:20:43 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/22/2022 4:44:13 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, DSHS Contract Management Section (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact DSHS Contract Management Section:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: alison.joffrion@hhsc.state.tx.us

To advise DSHS Contract Management Section of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at alison.joffrion@hhsc.state.tx.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from DSHS Contract Management Section

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with DSHS Contract Management Section

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to alison.joffrion@hhsc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify DSHS Contract Management Section as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by DSHS Contract Management Section during the course of your relationship with DSHS Contract Management Section.



FY2023

Contract Type: CPS/Hazards

Applicant Information

Legal Name of Applicant Agency:

Mailing Address:

Hays County Health Department

Street / PO Box: 712 S. Stagecoach Trail, Suite 1045

City: San Marcos, Texas

Zip: 78666

Payee Name:

Hays County Treasurer

Payee Mailing Address:

Street / PO Box: 712 S. Stagecoach Trail, Ste. 1094

City: San Marcos, Texas

Zip: 78666

State of Texas Comptroller Vendor ID # (9 digit + 3 digit mail code):

17460022415002

DUNS # (9 digits required for subrecipient contractors):

09-7494884

Type of Entity (Choose one)

City: ☐

County: ☒

Other Political Subdivision: ☐

Click on appropriate box

Project Period

Start Date: 7/1/2022

End Date: 6/30/2023

Counties Served

County(ies) Served:

Hays

Amount of Funding Allocated:

\$126,721.00

CONTACT PERSON INFORMATION

Legal Business Name: Hays County Health Department

This form provides information about the appropriate contacts in the contractor's organization in addition to those on the FACE PAGE. If any of the following information changes during the term of the contract, please send written notification to the Contract Management Unit.

Health Director/CEO Tammy Crumley
Phone: 512-878-6673 Ext:
Fax:
E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

B-13/FSR Rep: Carmen Glover
Phone: 512-393-2857 Ext:
Fax:
E-mail: carmen.glover@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trail, Ste. 1071 San Marcos, TX
78666

PHEP (HAZARDS) Program Leader: Michelle Villegas
Phone: 512-393-7779 Ext:
Fax:
E-mail: michelle.villegas@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

SNS (CRI) Coordinator: Michelle Villegas
Phone: 512-393-7779 Ext:
Fax:
E-mail: michelle.villegas@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

Authorized Signatory for **DocuSign** Ruben Becerra
Phone: 512-393-2205 Ext:
Fax: 512-393-2248
E-mail: judge.becerra@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

111 E. San Antonio St., Ste. 300, San Marcos, TX.
78666

**Additional Authorized Signatory for
DocuSign only if applicable
(FFATA, Certs, etc)**
Phone: Ext:
Fax:
E-mail:

DocuSign "CC" Person Lindsay McClune & Simone Corprew
Phone: 512-393-2209 Ext:
Fax:
E-mail: lindsay.mcclune@co.hays.tx.us | simone.corprew@co.hays.tx.us

Emergency Contact Tammy Crumley
Cell Phone: 512-878-6673 Ext:
Fax:
E-mail: tammy.crumley@co.hays.tx.us

Mailing Address (street, city, county, state, & zip):

712 S. Stagecoach Trail, Ste 1045 San Marcos, TX
78666

BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding (Match) (5)	Other Funds (6)
A. Personnel	\$74,526	\$74,526			\$0	
B. Fringe Benefits	\$33,353	\$33,353			\$0	
C. Travel	\$6,506	\$0			\$6,506	
D. Equipment	\$9,000	\$4,000			\$5,000	
E. Supplies	\$7,616	\$6,450			\$1,166	
F. Contractual	\$0	\$0			\$0	
G. Other	\$8,392	\$8,392			\$0	
H. Total Direct Costs	\$139,393	\$126,721	\$0	\$0	\$12,672	\$0
I. Indirect Costs	\$0	\$0				
J. Total (Sum of H and I)	\$139,393	\$126,721	\$0	\$0	\$12,672	\$0
				Match Percentage	10.00%	

If the Contractor is using Indirect Costs as Match, then enter the amount in Line 16, Column H.

PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

[illegible]

SalaryWage Total

\$74,526

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA = $\$74526 \times 6.2\% = \4621 , MEDICARE $\times 1.45\% = \$1081$, RETIREMENT $\times 13.51\% = \$10068$
 MEDICAL, DENTAL, & LIFE INSURANCE = $(944.38 + 33.74 + 5.25) = \$11,800.44 \times 1.49 = \17583

Total Number of FTEs:	1.49		Fringe Benefit Rate %	44.75%
			Fringe Benefits Total	\$33,353

TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days & Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	\$0
				Airfare	\$0
				Meals	\$0
				Lodging	\$0
				Other Costs	\$0
				Total	\$0
				Mileage	\$0
				Airfare	\$0
				Meals	\$0
				Lodging	\$0
				Other Costs	\$0
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0

Total for Conference / Workshop Travel

\$0 Revised 12/25/2014

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel Other / Local Travel Costs: Conference / Workshop Travel Costs: **Total Travel Costs:**

Indicate Policy Used:

Respondent's Travel Policy State of Texas Travel Policy

Legal Name of Respondent: Hays County Health Department

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total Cost
2 AED Cardiac Science Powerheart	To use during cardiac emergencies	2	\$2,000	\$4,000
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

\$4,000

SUPPLIES Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable**. Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.)

Description of Item Provide estimated quantity and cost	Purpose & Justification	Total Cost
Heaters	5 portable heaters to use in emergency response tents \$500 each	\$2,500
Inflatable Shelters	Inflatable shelters to pop-up and use for citizen treatment areas during an emergency situation. As many as we can purchase for \$2,700	\$2,700
Tents	5 tents for outreach and gathering locations at \$250 per tent	\$1,250
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

\$6,450

CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

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

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	# of Payments	RATE OF PAYMENT (i.e., hourly, daily, weekly, monthly, quarterly, cost reimb., unit rate, lump sum)	TOTAL COST
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$0

OTHER COSTS Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Description of Item Include quantity and cost/quantity	Purpose & Justification	Total Cost
Phone Line Utilities	Utility costs: (12 lines) Grande data and land phone lines \$87.42 per/month, (4 lines) AT&T Mobility phones \$245.91 per month to provide cellular lines and data (12 months of service)	\$2,000
APIC Membership - Juli Barksdale	Association of Public Infection Control (APIC) annual membership fee for one (1) employee	\$300
APIC Costs	Education materials - Covers cost for annual subscription to American Journal of Infection Control and attendance to the monthly meetings.	\$200
T-Mobile Internet Service	Internet service for security cameras (\$40 per month X 12 months)	\$480
PPE and Sanitizing Supplies	Gloves, masks, gowns, sanitizing supplies. No single item will exceed \$499.	\$2,412
Printing	To print brochures that will be used for Community Outreach. 6 print jobs at \$500 per job.	\$3,000
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$8,392

Indirect Costs

Legal Name of Respondent:

Hays County Health Department

Total amount of indirect costs allocable to the project:

Amount:

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

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

RATE:

BASE:

Applies only to governmental entities. The respondent's current central service cost rate or indirect cost rate. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

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

RATE:

TYPE:

BASE:

A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date.

GO TO PAGE 2 (below)

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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the 2021 Racial Profiling Report from Hays County Constable Office Precinct 5.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Constable John Ellen

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

(see attached report)

Racial Profiling Analysis Report

HAYS CO. CONST. PCT. 5

01. Total Traffic Stops:	1946	
02. Location of Stop:		
a. City Street	277	14.23%
b. US Highway	20	1.03%
c. County Road	1610	82.73%
d. State Highway	39	2.00%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	1944	99.90%
b. YES	2	0.10%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	5	0.26%
b. Asian/ Pacific Islander	20	1.03%
c. Black	79	4.06%
d. White	1139	58.53%
e. Hispanic/ Latino	703	36.13%
05. Gender:		
a. Female	827	42.50%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	9	0.46%
iii. Black	33	1.70%
iv. White	481	24.72%
v. Hispanic/ Latino	304	15.62%
b. Male	1119	57.50%
i. Alaska/ Native American/ Indian	5	0.26%
ii. Asian/ Pacific Islander	11	0.57%
iii. Black	46	2.36%
iv. White	658	33.81%
v. Hispanic/ Latino	399	20.50%
06. Reason for Stop:		
a. Violation of Law	16	0.82%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	0	0.00%
iv. White	7	43.75%
v. Hispanic/ Latino	9	56.25%
b. Pre-Existing Knowledge	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
c. Moving Traffic Violation	953	48.97%
i. Alaska/ Native American/ Indian	2	0.21%
ii. Asian/ Pacific Islander	10	1.05%
iii. Black	49	5.14%
iv. White	529	55.51%
v. Hispanic/ Latino	636	66.74%
d. Vehicle Traffic Violation	976	50.15%
i. Alaska/ Native American/ Indian	3	0.31%
ii. Asian/ Pacific Islander	10	1.02%
iii. Black	30	3.07%
iv. White	603	61.78%
v. Hispanic/ Latino	330	33.81%
07. Was a Search Conducted:		
a. NO	1944	99.90%
i. Alaska/ Native American/ Indian	5	0.26%
ii. Asian/ Pacific Islander	20	1.03%
iii. Black	79	4.06%
iv. White	1137	58.49%
v. Hispanic/ Latino	703	36.16%
b. YES	2	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	100.00%
v. Hispanic/ Latino	0	0.00%
08. Reason for Search:		
a. Consent	0	0.00%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	1	0.05%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
d. Inventory	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
e. Incident to Arrest	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
09. Was Contraband Discovered:		
YES	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	0	0.00%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iv. White	1	100.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
v. Hispanic/ Latino	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
b. NO	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
10. Description of Contraband:		
a. Drugs	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	

Racial Profiling Analysis Report

v. Hispanic/ Latino	0	
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
11. Result of Stop:		
a. Verbal Warning	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Written Warning	1484	76.26%
i. Alaska/ Native American/ Indian	4	0.27%
ii. Asian/ Pacific Islander	17	1.15%
iii. Black	4	0.27%
iv. White	904	60.92%
v. Hispanic/ Latino	499	33.63%
c. Citation	461	23.69%
i. Alaska/ Native American/ Indian	1	0.22%
ii. Asian/ Pacific Islander	3	0.65%
iii. Black	19	4.12%
iv. White	234	50.76%
v. Hispanic/ Latino	204	44.25%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	1	0.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	1946	100.00%
i. Alaska/ Native American/ Indian	5	0.26%
ii. Asian/ Pacific Islander	20	1.03%
iii. Black	79	4.06%
iv. White	1139	58.53%
v. Hispanic/ Latino	703	36.13%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 02/18/2022

Racial Profiling Report | Full

Agency Name: HAYS CO. CONST. PCT. 5
Reporting Date: 02/18/2022
TCOLE Agency Number: 209105

Chief Administrator: JOHN H. ELLEN

Agency Contact Information:
Phone: (512) 295-3030
Email: john.ellen@co.hays.tx.us

Mailing Address:
PO BOX 236
BUDA, TX 78610-0236

This Agency filed a full report

HAYS CO. CONST. PCT. 5 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HAYS CO. CONST. PCT. 5 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 5 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 5 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. CONST. PCT. 5 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 5 policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. CONST. PCT. 5 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: John Ellen
Constable

Date: 02/18/2022

Total stops: 1946

Street address or approximate location of the stop

City street	277
US highway	20
County road	1610
State highway	39
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	2
No	1944

Race / Ethnicity

Alaska Native / American Indian	5
Asian / Pacific Islander	20
Black	79
White	1139
Hispanic / Latino	703

Gender

Female 827

Alaska Native / American Indian	0
Asian / Pacific Islander	9
Black	33
White	481
Hispanic / Latino	304

Male 1119

Alaska Native / American Indian	5
Asian / Pacific Islander	11
Black	46
White	658
Hispanic / Latino	399

Reason for stop?

Violation of law 16

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	7

Hispanic / Latino	9
Preexisting knowledge	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Moving traffic violation	953
Alaska Native / American Indian	2
Asian / Pacific Islander	10
Black	49
White	529
Hispanic / Latino	636
Vehicle traffic violation	976
Alaska Native / American Indian	3
Asian / Pacific Islander	10
Black	30
White	603
Hispanic / Latino	330
Was a search conducted?	
Yes	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	0
No	1944
Alaska Native / American Indian	5
Asian / Pacific Islander	20
Black	79
White	1137
Hispanic / Latino	703
Reason for Search?	
Consent	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0				
Contraband	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Probable	1				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	1				
Hispanic / Latino	0				
Inventory	0				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	0				
Hispanic / Latino	0				
Incident to arrest	1				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	1				
Hispanic / Latino	0				
Was Contraband discovered?					
Yes	1	Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	0	Yes	0	No	0
White	1	Yes	0	No	1
Hispanic / Latino	0	Yes	0	No	0
No	1				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	1				
Hispanic / Latino	0				

Description of contraband	
Drugs	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Result of the stop	
Verbal warning	0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Written warning	1484
Alaska Native / American Indian	4
Asian / Pacific Islander	17
Black	4
White	904
Hispanic / Latino	499
Citation	461
Alaska Native / American Indian	1
Asian / Pacific Islander	3
Black	19
White	234
Hispanic / Latino	204
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	1946
Alaska Native / American Indian	5
Asian / Pacific Islander	20
Black	79
White	1139
Hispanic / Latino	703

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Ratify the acceptance of three (3) single-sided banners valued at \$600.00 from Lewis Signs to the Sheriff's Office for recruiting purposes and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	N/A

LINE ITEM NUMBER

001-618-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

On Friday, February 24th, 2022, The Sheriff's Office accepted three (3) single-sided banners from Lewis Signs. The banners are valued at \$200 each and are for recruiting purposes and will be on display at recruiting and other events.

Increase Contributions .4610
Increase General Supplies .5201



LEWIS★SIGN
ESTABLISHED 1999

HONESTY



QUALITY



INTEGRITY

February 24, 2022

To whom it may concern:

It is Lewis Sign's pleasure and honor to be able to donate signage and give back to our hometown heroes of the Hays County Sheriff's Office.

Three single-sided banners which are 4' wide by 6' long, with grommets are each valued at approximately \$200, bringing the total value of the donation to \$600.

Thank you Hays County Sheriff's Office for your relentless service and commitment to Hays County. We greatly appreciate all you do!

With gratitude,

Taelor Harris

Office Administrator

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept the 2021 Racial Profiling Report for the Hays County Sheriff's Office.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CUTLER

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

Report attached.



MIKE DAVENPORT
Chief Deputy

MARK CUMBERLAND
Captain – Support Services

SHANE SMITH
Captain – Law Enforcement

JOHN SAENZ
Captain – Corrections

JULISSA VILLALPANDO
Captain – Corrections

**GARY CUTLER
HAYS COUNTY SHERIFF**

810 S. Stagecoach Trail
San Marcos, Texas 78666
512-393-7800

February 14, 2022

County Judge Ruben Becerra
Hays County Commissioners Court

Judge Becerra,

In accordance with state law and specific to the Texas Code of Criminal Procedure, Chapter 2.132(b)(6) & (7), the following report has been prepared and is being respectfully submitted. The report consists of statistical data collected by the Hays County Sheriff's Office as prescribed by Texas CCP Chapter 2.133, for the calendar year of 2021. We have complied with the compilation and analysis of the information collected as required under Texas CCP Chapter 2.134 and have included our analysis in the report submitted. In addition, the Hays County Sheriff's Office has adopted a policy concerning Racial Profiling. The policy is within the requisite standards set forth by statute and recommended by the legislature.

Respectfully,

A handwritten signature in blue ink that reads "Gary Cutler".

Gary Cutler
Sheriff, Hays County

HAYS COUNTY SHERIFF'S OFFICE



RACIAL PROFILING ANNUAL REPORT 2021

Report Prepared By:

Stephanie Robinson, Records Program Administrator

INTRODUCTION

This report contains the analysis of data obtained during motor vehicle stops by Hays County Sheriff's Office (HCSO) deputies for the reporting period of January 1, 2021 through December 31, 2021. The analysis, submission, and presentation of this data is required by the Texas Code of Criminal Procedure (TCCP) as part of the Sandra Bland Act of 2017. The purpose of this report is to certify that HCSO has met all reporting and analysis requirements of the Sandra Bland Act.

The data utilized for this analysis was compiled by HCSO through Tyler Technologies Brazos Software as well as an agency created database. The data was entered by HCSO deputies while conducting motor vehicle stops.

BACKGROUND

The Sandra Bland Act of 2017 removed the exemption of certain law enforcement agencies to report motor vehicle stops and thus mandates all agencies to comply with the following requirements in accordance with the TCCP:

- Article 2.132
 - Adopt a detailed written policy prohibiting racial profiling
 - Provide information and education on the complaint and compliment procedures
- Article 2.133
 - Collect specific data on each motor vehicle stop conducted
- Article 2.134
 - Compile and analyze the data collected under TCCP Article 2.133 and present the findings to the governing body

TCCP Article 2.123(a)(3) specifies the following race/ethnicity categories for reporting:

A – Asian or Pacific Islander

B – Black

H – Hispanic or Latino

I – Alaskan Native or American Indian

W – White

MOTOR VEHICLE STOPS

Hays County Sheriff's Deputies made 21,818 motor vehicle stops in 2021. The following tables detail several categories of reporting data required by TCCP Article 2.134:

TABLE 1. MOTOR VEHICLE STOPS BY RACE AND GENDER

RACE	FEMALE	% FEMALE	MALE	% MALE	TOTAL	% TOTAL
A	72	0.9%	136	1.0%	208	0.9%
B	305	4.0%	1105	7.8%	1410	6.4%
H	2087	27.0%	4763	33.75%	6850	31.4%
I	29	0.4%	62	0.4%	91	0.4%
W	5215	67.0%	8044	57.0%	13259	60.7%
Grand Total	7708	100.0%	14110	100.0%	21818	100.0%

TABLE 2. REASON FOR STOP

RACE	MOVING TRAFFIC VIOLATION	PRE EXISTING KNOWLEDGE	VEHICLE TRAFFIC VIOLATION	VIOLATION OF LAW	TOTAL	% TOTAL
A	142	0	64	2	208	.95%
B	830	18	530	32	1410	6.4%
H	4334	50	2106	360	6850	31.4%
I	80	0	11	0	91	.4%
W	8696	93	4081	389	13259	60.7%
Grand Total	14082	161	6792	783	21818	100%

Sixty four percent of all motor vehicle stops were the result of moving traffic violations with the second highest reason being vehicle traffic violations at thirty one percent.

TABLE 3. RESULT OF STOP

RACE	CITATION	% CITATION	WRITTEN WARNING	% WRITTEN WARNING	VERBAL WARNING	% VERBAL WARNING	ARREST	% ARREST
A	19	0.7%	1	0.3%	188	1%	0	0%
B	100	4%	23	6.6%	1209	6.5%	78	18.5%
H	1026	41%	26	7.5%	5631	30%	167	39%
I	7	0.08%	2	.6%	82	.4%	0	0%
W	1333	54%	292	85%	11458	62%	176	42%
Grand Total	2485	100%	344	100%	18568	100%	421	100%

Two percent of all traffic stops resulted in arrest, eleven percent with a citation and over eighty six percent with a warning.

TABLE 4. SEARCH – CONSENT V. NON-CONSENT

RACE	CONSENT SEARCH	% CONSENT	NON-CONSENT SEARCHES	% NON-CONSENT
A	2	.8%	4	.46%
B	16	6.2%	110	12.6%
H	129	50.5%	349	40%
I	0	0.0%	0	0.00%
W	108	42.3%	405	47%
Grand Total	255	100.00%	868	100.00%

HCSO conducted 1123 searches both consent and non-consent. A non-consent search was the result of probable cause, contraband in view, vehicle inventory, or incident to arrest.

TABLE 5. CONTRABAND HIT

RACE	TOTAL SEARCHES	TOTAL HIT	HIT RATE
A	6	4	66%
B	126	104	82.5%
H	479	317	66%
I	0	0	0%
W	525	391	74%
Grand Total	1136	816	72%

A contraband hit is when the search results in contraband being found. HCSO discovered drugs, weapons, alcohol, currency, stolen property, and other items.

TABLE 6. USE OF FORCE

RACE	USE OF FORCE - BODILY INJURY
A	0
B	0
H	5
I	0
W	0
Grand Total	5

The Hays County Sheriff's Office used force that resulted in injury 5 times for a rate of .022% of all stops.

COMPLAINTS

HCSO did not receive any complaints of racial profiling in 2021.

PUBLIC EDUCATION

To fulfill the public education requirement, HCSO details compliment and complaint procedures on each citation or warning issued. Additionally, HCSO provides information on its website detailing how to file any concerns with the Office of Professional Responsibility.

POLICY ADOPTION

The agency has adopted a policy, General Orders section 321.06, defining racial profiling, prohibiting the act and establishing guidelines of discipline if deputies were found to engage in any form of racial profiling.

SUMMARY

Based on the data, at this time, the Hays County Sheriff's Office believes deputies are acting in accordance within all laws governing racial profiling and certifies that all legislative mandates have been met as required by TCCP.

Racial Profiling Report | Full

Agency Name: HAYS CO. SHERIFF'S OFFICE

Reporting Date: 02/09/2022

TCOLE Agency Number: 209100

Chief Administrator: GARY M. CUTLER

Agency Contact Information:

Phone: (512) 393-7808

Email: sheriff@co.hays.tx.us

Mailing Address:

1307 UHLAND RD

SAN MARCOS, TX 78666-8217

This Agency filed a full report

HAYS CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the HAYS CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the HAYS CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the HAYS CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The HAYS CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article 2.133

(c), Code of Criminal Procedure during the reporting period.

Executed by: Stephanie Robinson
Record Programs Administrator

Date: 02/09/2022

Total stops: 21818

Street address or approximate location of the stop

City street	3376
US highway	3006
County road	13702
State highway	1721
Private property or other	13

Was race or ethnicity known prior to stop?

Yes	374
No	21444

Race / Ethnicity

Alaska Native / American Indian	91
Asian / Pacific Islander	208
Black	1410
White	13259
Hispanic / Latino	6850

Gender

Female	7708
Alaska Native / American Indian	29
Asian / Pacific Islander	72
Black	305
White	5215
Hispanic / Latino	2087
Male	14110
Alaska Native / American Indian	62
Asian / Pacific Islander	136
Black	1105
White	8044
Hispanic / Latino	4763

Reason for stop?

Violation of law	783
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	32
White	389

Hispanic / Latino	360
Preexisting knowledge	161
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	18
White	93
Hispanic / Latino	50
Moving traffic violation	14082
Alaska Native / American Indian	80
Asian / Pacific Islander	142
Black	830
White	8696
Hispanic / Latino	4334
Vehicle traffic violation	6792
Alaska Native / American Indian	11
Asian / Pacific Islander	64
Black	530
White	4081
Hispanic / Latino	2106
Was a search conducted?	
Yes	1123
Alaska Native / American Indian	0
Asian / Pacific Islander	6
Black	126
White	519
Hispanic / Latino	472
No	20695
Alaska Native / American Indian	91
Asian / Pacific Islander	202
Black	1284
White	12740
Hispanic / Latino	6378
Reason for Search?	
Consent	255
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	16
White	108

Hispanic / Latino	129
Contraband	20
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	11
Hispanic / Latino	9
Probable	781
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	106
White	365
Hispanic / Latino	306
Inventory	50
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	19
Hispanic / Latino	27
Incident to arrest	17
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	10
Hispanic / Latino	7

Was Contraband discovered?

Yes 816

Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	104
White	391
Hispanic / Latino	317

No 307

Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	22
White	128
Hispanic / Latino	155

Did the finding result in arrest?

(total should equal previous column)

Yes	0	No	0
Yes	0	No	4
Yes	29	No	75
Yes	68	No	323
Yes	59	No	258

Description of contraband	
Drugs	317
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	32
White	128
Hispanic / Latino	155
Weapons	53
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	13
Hispanic / Latino	32
Currency	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	2
Hispanic / Latino	1
Alcohol	116
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	14
White	47
Hispanic / Latino	55
Stolen property	19
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	18
Hispanic / Latino	0
Other	125
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	23
White	61
Hispanic / Latino	40
Result of the stop	
Verbal warning	18568

Alaska Native / American Indian	82
Asian / Pacific Islander	188
Black	1209
White	11458
Hispanic / Latino	5631
Written warning	344
Alaska Native / American Indian	2
Asian / Pacific Islander	1
Black	23
White	292
Hispanic / Latino	26
Citation	2485
Alaska Native / American Indian	7
Asian / Pacific Islander	19
Black	100
White	1333
Hispanic / Latino	1026
Written warning and arrest	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	2
Citation and arrest	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	2
Hispanic / Latino	5
Arrest	408
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	76
White	172
Hispanic / Latino	160
Arrest based on	
Violation of Penal Code	297
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	53
White	122
Hispanic / Latino	122
Violation of Traffic Law	35
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	19
White	10
Hispanic / Latino	6
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	89
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	44
Hispanic / Latino	39

Was physical force resulting in bodily injury used during stop?

Yes	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	5
Resulting in Bodily Injury To:	
Suspect	5
Officer	0
Both	0
No	21813
Alaska Native / American Indian	91
Asian / Pacific Islander	208
Black	1410
White	13259
Hispanic / Latino	6845

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input type="checkbox"/>
Use Department's submitted analysis	<input checked="" type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve out of state travel, utilizing the Sheriff's Office Continuing Education Funds, for Criminal Investigations Division Lieutenant Michael Briggs to attend the National Homeland Security Conference on July 11-14, 2022 in Cleveland, Ohio.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$2,500.00

LINE ITEM NUMBER

001-618-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

Out of state travel is needed to send Lt. Michael Briggs to attend the National Homeland Security Conference on July 11-14, 2022 in Cleveland, Ohio.
The National Homeland Security Conference brings together professionals in Homeland Security, Law Enforcement, Fire and Emergency Management. They include officials in federal agencies, nonprofit agencies, business owners, universities and decision makers to learn about emerging trends in homeland security and see the new equipment and technology available to support their mission.
Funding for registration, per diem and travel expenses, including hotel and airfare, will initially be paid for by the Sheriff's Office Continuing Education Fund. The Austin Regional Intelligence Center will be reimbursing the Sheriff's Office for all fees expensed.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve out of state travel, utilizing the Sheriff's Office Continuing Education Funds, for Detective Mike Andrews to attend Force Science Certification on April 25-29, 2022 in Cleveland, Ohio.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$4,000.00

LINE ITEM NUMBER

001-618-00.5551

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
CUTLER	INGALSBE	N/A

SUMMARY

Out of state travel is needed to send Detective Mike Andrews to attend Force Science Certification on April 25-29, 2022 in Cleveland, Ohio.

This Force Science Certification course will provide Detective Andrews a scientific approach to the investigation of use of force by considering an officer's performance under stress, action versus reaction, memory and decision-making under rapidly evolving situations. Detective Andrews will learn how to enhance investigations, inform departmental policy decisions and improve interview procedures.

Funding for registration, per diem and travel expenses, including hotel and airfare, will be paid for by the Sheriff's Office Continuing Education Fund.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to use salary savings to cover price increases for FY 2022 bulletproof vests and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$11,970

LINE ITEM NUMBER

001-618-99-001.5717_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

In the FY 2022 budget, the Sheriff's Office has approved 38 bulletproof vests. Unit prices have increased, creating a shortage in funding. The Sheriff's Office is requesting to use salary savings of \$11,970 to complete this year's purchase. Funds within the operating budget are available due to attrition to fund this request.

Budget Amendment

Decrease 001-618-00.5021 Staff Salaries

Increase 001-618-99-001.5717 DOJ Bullet Proof Vest Law Enforcement Equipment

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve and confirm the appointment of Thomas McGreevy as a regular full-time Deputy Constable in the Hays County Constable Precinct 3 Office.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Constable Don Montague

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

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

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve Utility Permits.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 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

INGALSBE

SUMMARY

Permit #:	Road Name:	Utility Company:
TRN-2022-4550-UTL	Grove Ln (Bore/Overhead)	Frontier Comm. (Fiber)
TRN-2022-4551-UTL	Canyon Wren (Bore/Overhead)	Frontier Comm. (Fiber)
TRN-2022-4452-UTL	Old Black Colony (Bore/Overhead)	Frontier Comm. (Fiber)
TRN-2022-4553-UTL	Hardin Lp (Bore/Overhead)	Frontier Comm. (Fiber)
TRN-2022-4554-UTL	Old Black Colony (Bore/Overhead)	Frontier Comm. (Fiber)
TRN-2022-4555-UTL	Jerrys Ln (Bore/Overhead)	Frontier Comm. (Fiber)
TRN-2022-4556-UTL	Sundown Ave (Bore/Overhead)	Frontier Comm. (Fiber)
TRN-2022-4557-UTL	Elliot Ranch Rd (Bore/Overhead)	Frontier Comm. (Fiber)
TRN-2022-4588-UTL	Old Bastrop Rd/Redwood Rd (Trench/Bore)	City of San Marcos (Wastewater)



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 4/1/2022 .

Utility Company Information:

Name: Frontier Communications

Address: TX

Phone:

Contact Name:

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4550-UTL

Type of Utility Service: Fiber optic cable

Project Description:

Road Name(s): Grove Ln, Shady Ct, , , , ,

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 on a dark background.

Engineering Technician

02/15/2022

Signature

Title

Date

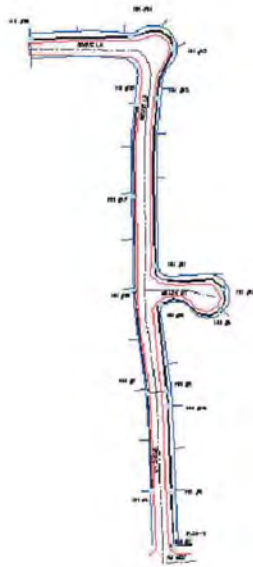


FRONTIER COMMUNICATIONS
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer Brian Vickers (979)-229-6293 sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces.
2. FRONTIER COMMUNICATIONS, INCORPORATED RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATED FROM PLANS AND SPECIFICATIONS.
3. CHANGES OR DEVIATIONS FROM THIS PLAN MUST BE APPROVED BY FRONTIER.
4. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.
5. FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY FRONTIER FACILITY.
6. All conduit risers bends to have a minimum thirty-six (36) inch radius.
7. All horizontal ninety degree bends (90°) shall have a radius of not less than 12.5 feet and all vertical ninety degree bends (90°) shall have a radius of not less than three feet. No more than two (2) ninety degree (90°) horizontal bends shall be placed in any single run unless otherwise specified. Contact Frontier engineer concerning any required deviations.
8. All conduit must be proven using a mandrel no less than ½" smaller than the conduit to be accepted. Mule tape shall be placed in all conduits proven. Wall to wall measurements must be taken with a mule tape.
9. Accurate AS-BUILTS shall be provided to the Frontier inspector assigned to this project. AS-BUILTS shall include conduit section measurements, wall to wall footages, stations and offsets of AS-BUILT Frontier structures, and the cover to the top of the Frontier underground structure placed. Copy of the AS-BUILT conduit work order must be provided to the Frontier inspector assigned to your project.
10. Contact MTCS 909-798-4400 at the inspection office for coordination of inspection dates.
11. Place temporary conduit cap on end of all conduits terminated outside of a building.
12. Place temporary conduit caps on all conduit ends exposed during construction to prevent dirt and debris from entering conduit.
13. Place temporary conduit caps on all exposed conduit ends at end of each work day.
14. Minimum separation from other utilities shall be a minimum of 12". Conduit placed in same trench with primary power conduit must be separated by no less than twelve inches (12") of well-packed sand or three inches (3") of concrete. Minimum cover shall be no less than thirty (30") inches measured from the final grade of the street flow line to the top of Frontier structure unless noted otherwise. Ducts placed in the driven portion of the roadway must have no less than 48 inches (48") of cover to top of pipe measured at flow line of roadway.
15. Frontier will not install cables not contained in conduit.
16. Provide source of ground at the telephone backboard location: (1) #6 insulated copper wire (solid preferred) to power system ground. - (1) #6 insulated copper wire (solid preferred) to metallic structure such as UFER ground or building steel. - (1) #6 insulated copper wire (solid preferred) to metallic water pipe bonded to previously described permanent metallic structure. Leave adequate wire to extend six feet beyond the base of backboard. NOTE: THE FOLLOWING MUST NOT BE USED FOR GROUND SOURCES: ROOF TRUSSES, FLOOR JOINTS, BRACES, SPRINKLER SYSTEM PIPES, METAL ELECTRICAL DISTRIBUTION CONDUIT, AND HORIZONTAL STEEL MEMBERS LESS THAN ¾" THICK.
17. Provide cable racking and pulling irons as described in attachments.
18. Three to six weeks will be needed from the date of final inspection for Frontier to start placing facilities. All paperwork and easements must also be completed, if applicable.
19. Manholes to be adjusted to final grade as shown on the approved grading plan.
20. Actual footages of conduit are needed to order materials.

CONDUIT DESIGN

FTTH H1007

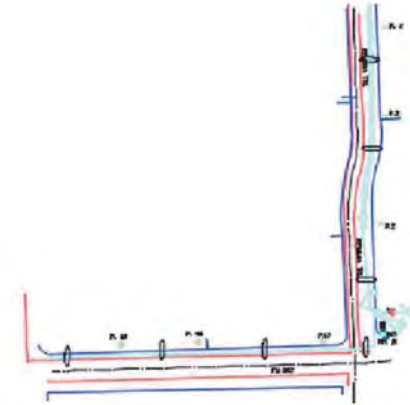


VICINITY MAP



PROJECT TOTALS

PICKUP POINT:	FRONTIER HUB H1007
PATH LENGTH:	2" BORE = 2746'
MATERIALS:	- 2746' OF 1.25" HDPE - (18) 17"X30" HANDHOLES - (1) 3'X3' HUB H3012
SHEET INDEX	- CVR - COVER - 1-3 CONDUIT DESIGN - DTL - DETAIL



LEGEND

RIGHT OF WAY (R/W)	—
CONDUIT	—
EDGE OF PAVEMENT (EOP)	—
CENTERLINE (C/L)	—
HAND HOLD	HH
AERIAL FIBER	—

GENERAL NOTES :

1. UTILITIES SHOWN LOCATED BY RECORD MAPS/FIELD OBSERVATIONS. EXACT LOCATIONS TO BE VERIFIED BEFORE CONSTRUCTION BEGINS
2. ALL PROPOSED FACILITIES SHALL BE PLACED BEHIND FACE OF CURB OUTSIDE OF WALKWAY AREA AND WITHIN RIGHT OF WAY
3. ALL PROPOSED FACILITIES TO BE PLACED AS TO AVOID CONFLICT WITH EXISTING UTILITIES AND ADA SIDEWALK RAMPS AS REQUIRED
4. ALL FACILITIES SCALED UP 5X FOR VISUAL CLARITY FROM NOTED
5. PLACE ALL HDPE PARALLEL DUCT AT A RUNNING ALIGNMENT OF 5FT FROM RIGHT OF WAY (R/W)



JOB ID: 5286682 H1007	DATE: 11/18/2021
TITLE: CONDUIT DESIGN	
STREET ADDRESS: REMUDA TRL	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR: Brian Vickers (979)-229-6293	
	DRAWN BY: XXX
	EST. #:
SHEET #: COVER SHEET	



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

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UTILITY PERMIT APPROVAL LETTER

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

General Special Provisions:

1. Construction of this line will begin on or after 4/1/2022 .

Utility Company Information:

Name: Frontier Communications

Address: TX

Phone:

Contact Name:

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4551-UTL

Type of Utility Service: Fiber Optic Cable

Project Description:

Road Name(s): Canyon Wren Dr, , , , , ,

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 on a dark background.

Engineering Technician

03/01/2022

Signature

Title

Date



FRONTIER COMMUNICATIONS
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer Brian Vickers (979)-229-6293 sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces.
2. FRONTIER COMMUNICATIONS, INCORPORATED RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATED FROM PLANS AND SPECIFICATIONS.
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5. FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY FRONTIER FACILITY.
6. All conduit risers bends to have a minimum thirty-six (36) inch radius.
7. All horizontal ninety degree bends (90°) shall have a radius of not less than 12.5 feet and all vertical ninety degree bends (90°) shall have a radius of not less than three feet. No more than two (2) ninety degree (90°) horizontal bends shall be placed in any single run unless otherwise specified. Contact Frontier engineer concerning any required deviations.
8. All conduit must be proven using a mandrel no less than ½" smaller than the conduit to be accepted. Mule tape shall be placed in all conduits proven. Wall to wall measurements must be taken with a mule tape.
9. Accurate AS-BUILTS shall be provided to the Frontier inspector assigned to this project. AS-BUILTS shall include conduit section measurements, wall to wall footages, stations and offsets of AS-BUILT Frontier structures, and the cover to the top of the Frontier underground structure placed. Copy of the AS-BUILT conduit work order must be provided to the Frontier inspector assigned to your project.
10. Contact MTCS 909-798-4400 at the inspection office for coordination of inspection dates.
11. Place temporary conduit cap on end of all conduits terminated outside of a building.
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17. Provide cable racking and pulling irons as described in attachments.
18. Three to six weeks will be needed from the date of final inspection for Frontier to start placing facilities. All paperwork and easements must also be completed, if applicable.
19. Manholes to be adjusted to final grade as shown on the approved grading plan.
20. Actual footages of conduit are needed to order materials.

CONDUIT DESIGN

FTTH H1012



VICINITY MAP

GENERAL NOTES :

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5. PLACE ALL HDPE PARALLEL DUCT AT A RUNNING ALIGNMENT OF 5FT FROM RIGHT OF WAY (R/W)
6. ALL UTILITY MEASUREMENTS RECORDED AS DISTANCE FROM EDGE OF PAVEMENT (EOP)

PROJECT TOTALS

PICKUP POINT: FRONTIER HUB H1012

PATH LENGTH: 2" BORE FOR 489'

MATERIALS: - (1) 3'X3' HUB H1012

SHEET INDEX - CVR-COVER
- 1 CONDUIT DESIGN
- DTL-DETAIL


LEGEND

RIGHT OF WAY (R/W) _____

CONDUIT _____



EDGE OF PAVEMENT (EOP) _____

CENTERLINE (C/L) _____

HAND HOLD 

AERIAL FIBER _____



		
JOB ID: 5286687 H1012		DATE: 1/21/2022
TITLE: CONDUIT DESIGN		
STREET ADDRESS: CANYON WREN DR		
CITY/STATE: BUDA, TX		
FTR ENGINEER: XXX		
FTR INSPECTOR: Brian Vickers (979)-229-6293		
	DRAWN BY: XXX	
	EST. #:	SHEET #: COVER SHEET



Hays County Transportation Department

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UTILITY PERMIT APPROVAL LETTER

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General Special Provisions:

1. Construction of this line will begin on or after 4/1/2022 .

Utility Company Information:

Name: Frontier Communications

Address: TX

Phone:

Contact Name:

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4552-UTL

Type of Utility Service: Fiber Optic Cable

Project Description:

Road Name(s): Old Black Colony Rd, , , , , ,

Subdivision:

Commissioner Precinct:

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

☒

Boring

☐

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

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

Engineering Technician

03/01/2022

Signature

Title

Date

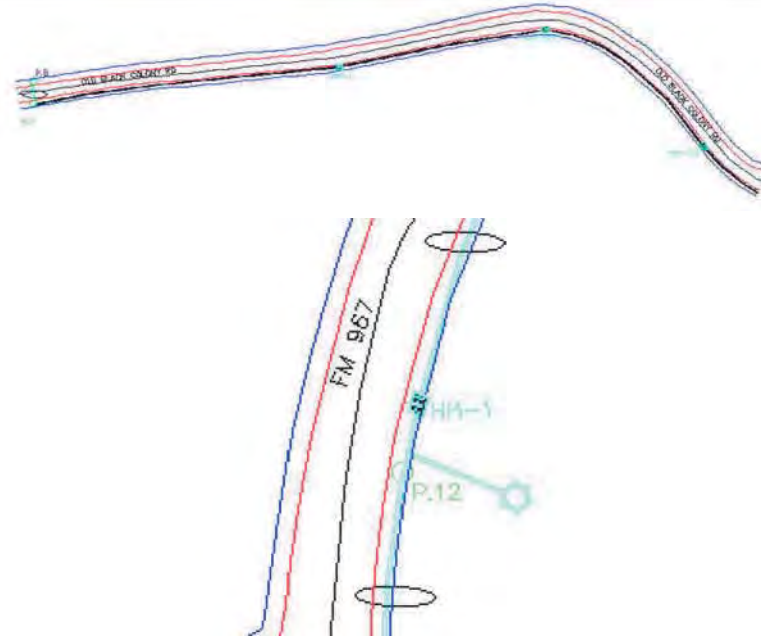


FRONTIER COMMUNICATIONS
CONSTRUCTION SPECIFICATIONS

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19. Manholes to be adjusted to final grade as shown on the approved grading plan.
20. Actual footages of conduit are needed to order materials.

CONDUIT DESIGN

FTTH H1002



PROJECT TOTALS

PICKUP POINT:	FRONTIER HUB H1002
PATH LENGTH:	2" BORE = 1199'
MATERIALS:	- 1199' OF 1.25" HDPE - (3) 17"X30" HANDHOLES - (1) 3'X3' HUB H1002
SHEET INDEX	- CVR-COVER - 1 CONDUIT DESIGN - DTL-DETAIL

LEGEND

RIGHT OF WAY (R/W)	---
CONDUIT	---
CABLE	---
EDGE OF PAVEMENT (EOP)	---
CENTERLINE (C/L)	---
WATER (W)	---
SEWER (S)	---
HANDHOLE	HH



VICINITY MAP

GENERAL NOTES :

1. UTILITIES SHOWN LOCATED BY RECORD MAPS/FIELD OBSERVATIONS. EXACT LOCATIONS TO BE VERIFIED BEFORE CONSTRUCTION BEGINS
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5. PLACE ALL HDPE PARALLEL DUCT AT A RUNNING ALIGNMENT OF 5FT FROM RIGHT OF WAY (R/W)
6. ALL UTILITY MEASUREMENTS RECORDED AS DISTANCE FROM EDGE OF PAVEMENT (EOP)



Frontier COMMUNICATIONS	
JOB ID: 5286677 H1002	DATE: 1/25/2022
TITLE: CONDUIT DESIGN	
STREET ADDRESS: OLD BLACK COLONY RD	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR: Brian Vickers (979)-229-6293	
	DRAWN BY: XXX
	EST. #:
	SHEET #: CVR



Hays County Transportation Department

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General Special Provisions:

1. Construction of this line will begin on or after 4/1/2022 .

Utility Company Information:

Name: Frontier Communications

Address: TX

Phone:

Contact Name:

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4553-UTL

Type of Utility Service: Fiber Optic cable

Project Description:

Road Name(s): Hardin Loop, Elliot Ranch Rd, , , , ,

Subdivision:

Commissioner Precinct:

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

☒

Boring

☐

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

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

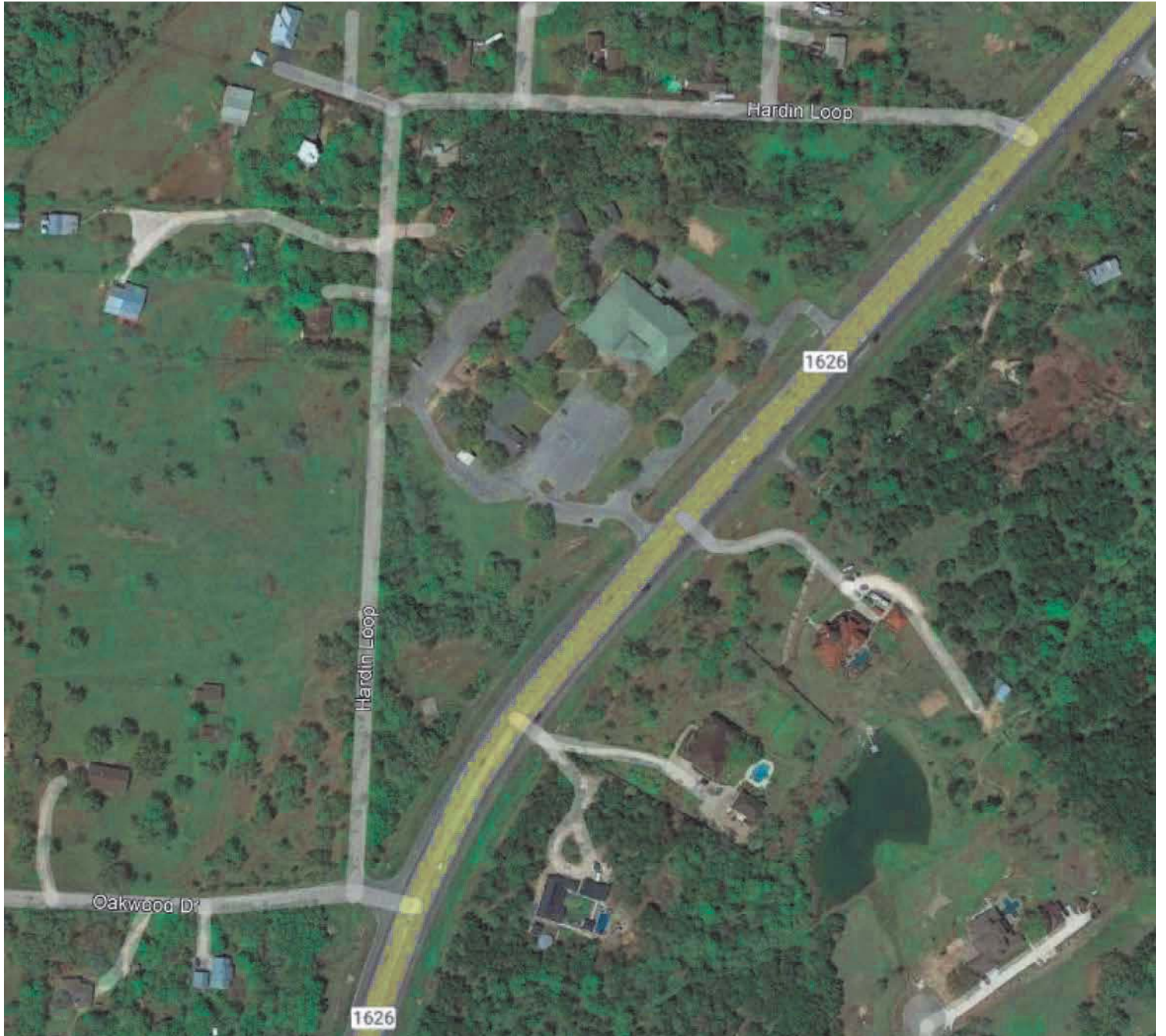
Engineering Technician

03/01/2022

Signature

Title

Date

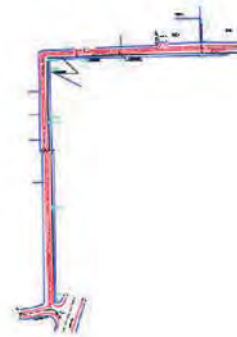


FRONTIER COMMUNICATIONS
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer Brian Vickers (979)-229-6293 sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces.
2. FRONTIER COMMUNICATIONS, INCORPORATED RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATED FROM PLANS AND SPECIFICATIONS.
3. CHANGES OR DEVIATIONS FROM THIS PLAN MUST BE APPROVED BY FRONTIER.
4. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.
5. FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY FRONTIER FACILITY.
6. All conduit risers bends to have a minimum thirty-six (36) inch radius.
7. All horizontal ninety degree bends (90°) shall have a radius of not less than 12.5 feet and all vertical ninety degree bends (90°) shall have a radius of not less than three feet. No more than two (2) ninety degree (90°) horizontal bends shall be placed in any single run unless otherwise specified. Contact Frontier engineer concerning any required deviations.
8. All conduit must be proven using a mandrel no less than ½" smaller than the conduit to be accepted. Mule tape shall be placed in all conduits proven. Wall to wall measurements must be taken with a mule tape.
9. Accurate AS-BUILTS shall be provided to the Frontier inspector assigned to this project. AS-BUILTS shall include conduit section measurements, wall to wall footages, stations and offsets of AS-BUILT Frontier structures, and the cover to the top of the Frontier underground structure placed. Copy of the AS-BUILT conduit work order must be provided to the Frontier inspector assigned to your project.
10. Contact MTCS 909-798-4400 at the inspection office for coordination of inspection dates.
11. Place temporary conduit cap on end of all conduits terminated outside of a building.
12. Place temporary conduit caps on all conduit ends exposed during construction to prevent dirt and debris from entering conduit.
13. Place temporary conduit caps on all exposed conduit ends at end of each work day.
14. Minimum separation from other utilities shall be a minimum of 12". Conduit placed in same trench with primary power conduit must be separated by no less than twelve inches (12") of well-packed sand or three inches (3") of concrete. Minimum cover shall be no less than thirty (30") inches measured from the final grade of the street flow line to the top of Frontier structure unless noted otherwise. Ducts placed in the driven portion of the roadway must have no less than 48 inches (48") of cover to top of pipe measured at flow line of roadway.
15. Frontier will not install cables not contained in conduit.
16. Provide source of ground at the telephone backboard location: (1) #6 insulated copper wire (solid preferred) to power system ground. - (1) #6 insulated copper wire (solid preferred) to metallic structure such as UFER ground or building steel. - (1) #6 insulated copper wire (solid preferred) to metallic water pipe bonded to previously described permanent metallic structure. Leave adequate wire to extend six feet beyond the base of backboard. NOTE: THE FOLLOWING MUST NOT BE USED FOR GROUND SOURCES: ROOF TRUSSES, FLOOR JOINTS, BRACES, SPRINKLER SYSTEM PIPES, METAL ELECTRICAL DISTRIBUTION CONDUIT, AND HORIZONTAL STEEL MEMBERS LESS THAN ¾" THICK.
17. Provide cable racking and pulling irons as described in attachments.
18. Three to six weeks will be needed from the date of final inspection for Frontier to start placing facilities. All paperwork and easements must also be completed, if applicable.
19. Manholes to be adjusted to final grade as shown on the approved grading plan.
20. Actual footages of conduit are needed to order materials.

CONDUIT DESIGN

FTTH H1014



PROJECT TOTALS

PICKUP POINT:	FRONTIER HUB H1014
PATH LENGTH:	4" BORE FOR 1685'
MATERIALS:	- 1685' OF 1.25" HDPE - (9) 17"X30" HANDHOLES - (1) 3'X3' HUB H3012
SHEET INDEX	- CVR-COVER - 1-3 CONDUIT DESIGN - DTL-DETAIL

LEGEND

RIGHT OF WAY (R/W)	_____
CONDUIT	_____
EDGE OF PAVEMENT (EOP)	_____
CENTERLINE (C/L)	_____
HAND HOLD	
AERIAL FIBER	_____



VICINITY MAP

GENERAL NOTES :

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2. ALL PROPOSED FACILITIES SHALL BE PLACED BEHIND FACE OF CURB OUTSIDE OF WALKWAY AREA AND WITHIN RIGHT OF WAY
3. ALL PROPOSED FACILITIES TO BE PLACED AS TO AVOID CONFLICT WITH EXISTING UTILITIES AND ADA SIDEWALK RAMPS AS REQUIRED
4. ALL FACILITIES SCALED UP 5X FOR VISUAL CLARITY FROM NOTED
5. PLACE ALL HDPE PARALLEL DUCT AT A RUNNING ALIGNMENT OF 5FT FROM RIGHT OF WAY (R/W)
6. ALL UTILITY MEASUREMENTS RECORDED AS DISTANCE FROM EDGE OF PAVEMENT (EOP)



JOB ID: 5286689 H1014		DATE: 1/20/2022
TITLE: CONDUIT DESIGN		
STREET ADDRESS: RED BUD TRL		
CITY/STATE: BUDA, TX		
FTR ENGINEER: XXX		
FTR INSPECTOR: Brian Vickers (979)-229-6293		
	DRAWN BY: XXX	
	EST. #:	SHEET #: COVER SHEET



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

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

UTILITY PERMIT APPROVAL LETTER

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

General Special Provisions:

1. Construction of this line will begin on or after 4/1/2022 .

Utility Company Information:

Name: Frontier Communications

Address: TX

Phone:

Contact Name:

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4554-UTL

Type of Utility Service: Fiber Optic Cable

Project Description:

Road Name(s): Old Black Colony Rd, , , , , ,

Subdivision:

Commissioner Precinct:

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

☒

Boring

☐

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

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

Engineering Technician

03/01/2022

Signature

Title

Date



FRONTIER COMMUNICATIONS
CONSTRUCTION SPECIFICATIONS

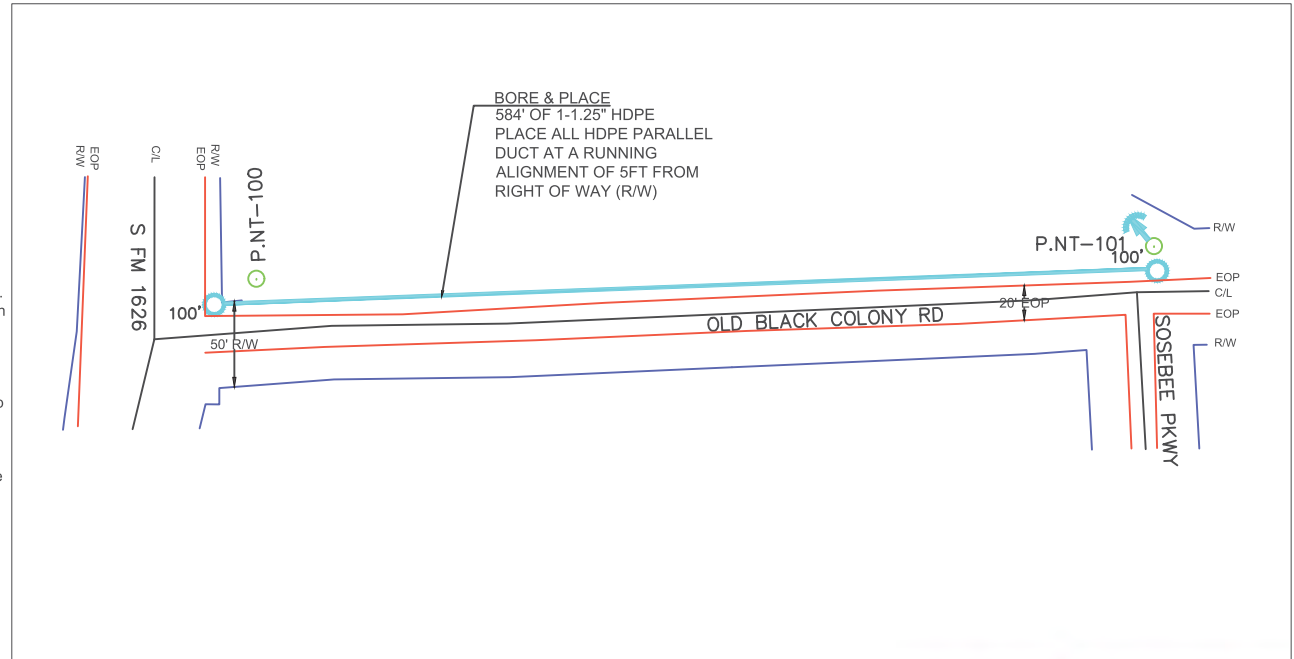
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10. Contact MTCS 909-798-4400 at the inspection office for coordination of inspection dates.
11. Place temporary conduit cap on end of all conduits terminated outside of a building.
12. Place temporary conduit caps on all conduit ends exposed during construction to prevent dirt and debris from entering conduit.
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15. Frontier will not install cables not contained in conduit.
16. Provide source of ground at the telephone backboard location: (1) #6 insulated copper wire (solid preferred) to power system ground. - (1) #6 insulated copper wire (solid preferred) to metallic structure such as UFER ground or building steel. - (1) #6 insulated copper wire (solid preferred) to metallic water pipe bonded to previously described permanent metallic structure. Leave adequate wire to extend six feet beyond the base of backboard. NOTE: THE FOLLOWING MUST NOT BE USED FOR GROUND SOURCES: ROOF TRUSSES, FLOOR JOINTS, BRACES, SPRINKLER SYSTEM PIPES, METAL ELECTRICAL DISTRIBUTION CONDUIT, AND HORIZONTAL STEEL MEMBERS LESS THAN ¾" THICK.
17. Provide cable racking and pulling irons as described in attachments.
18. Three to six weeks will be needed from the date of final inspection for Frontier to start placing facilities. All paperwork and easements must also be completed, if applicable.
19. Manholes to be adjusted to final grade as shown on the approved grading plan.
20. Actual footages of conduit are needed to order materials.

CONDUIT DESIGN

FTTH H1021

PROJECT TOTALS	
PICKUP POINT:	FRONTIER HUB H1021
PATH LENGTH:	2" BORE = 584'
MATERIALS:	- 584' OF 1.25" HDPE - CVR-COVER - 1-9 CONDUIT DESIGN - DTL-DETAIL
SHEET INDEX	

LEGEND	
RIGHT OF WAY (R/W)	
CONDUIT	
CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
HANDHOLE	



VICINITY MAP

GENERAL NOTES :

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4. ALL FACILITIES SCALED UP 5X FOR VISUAL CLARITY FROM NOTED
5. PLACE ALL HDPE PARALLEL DUCT AT A RUNNING ALIGNMENT OF 5FT FROM RIGHT OF WAY (R/W)
6. ALL UTILITY MEASUREMENTS RECORDED AS DISTANCE FROM EDGE OF PAVEMENT (EOP)



JOB ID: 5286696 H1021	DATE: 1/21/2022
TITLE: CONDUIT DESIGN	
STREET ADDRESS: OLD BLACK COLONY RD	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR: Brian Vickers (979)-229-6293	
	DRAWN BY: XXX
EST. #:	SHEET #: CVR



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

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

UTILITY PERMIT APPROVAL LETTER

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General Special Provisions:

1. Construction of this line will begin on or after 4/1/2022 .

Utility Company Information:

Name: Frontier Communications

Address: TX

Phone:

Contact Name:

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4555-UTL

Type of Utility Service: Fiber Optic Cable

Project Description:

Road Name(s): Jerrys Ln, Montvale Ln, Appleton Ct, Maybrook Dr, , , ,

Subdivision:

Commissioner Precinct:

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

☒

Boring

☐

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

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

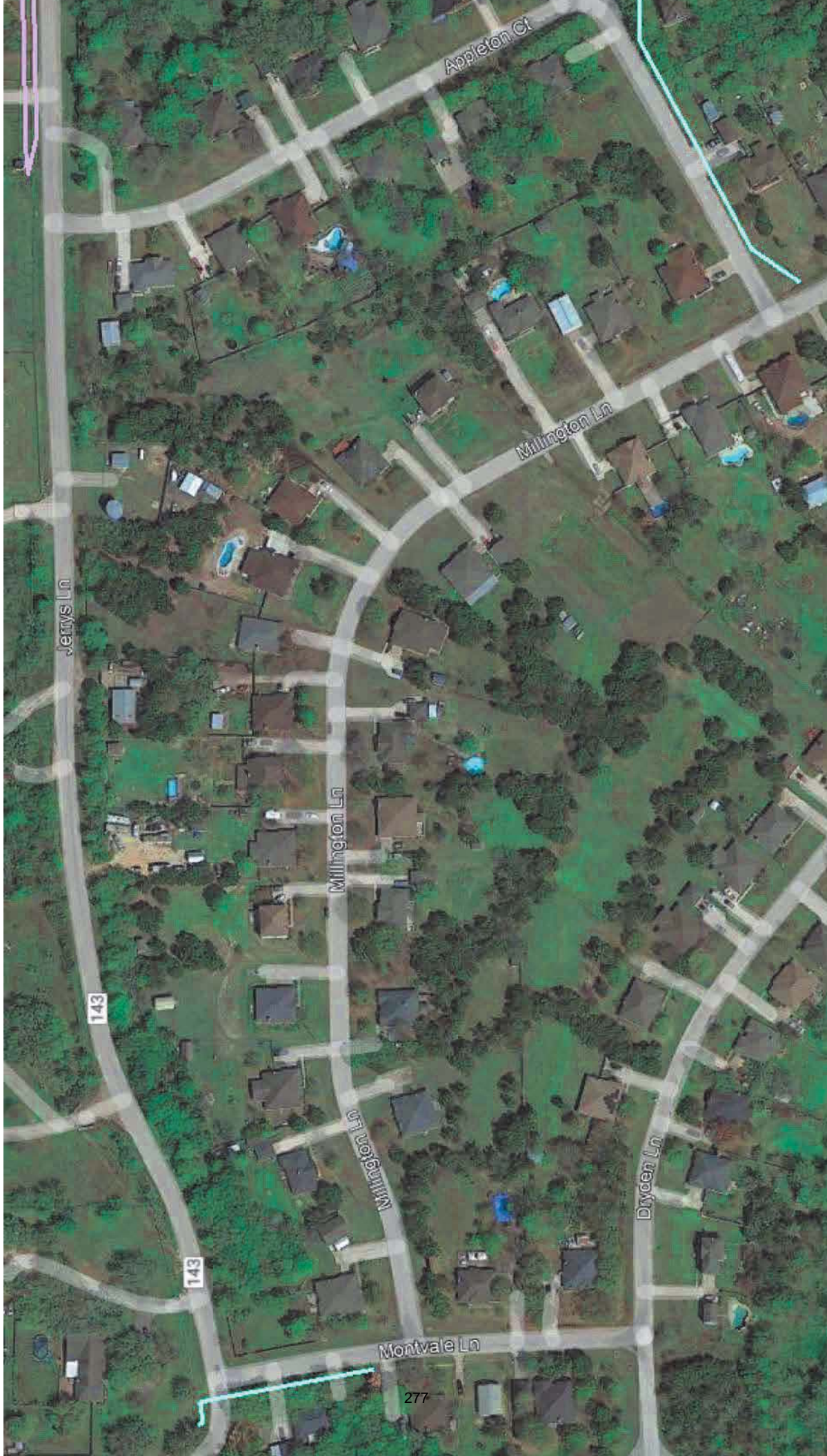
Engineering Technician

03/01/2022

Signature

Title

Date



Appleton Ct

Millington Ln

Jerry's Ln

Millington Ln

Montvale Ln

Dryden Ln

Montvale Ln

143

143

277

FRONTIER COMMUNICATIONS
CONSTRUCTION SPECIFICATIONS

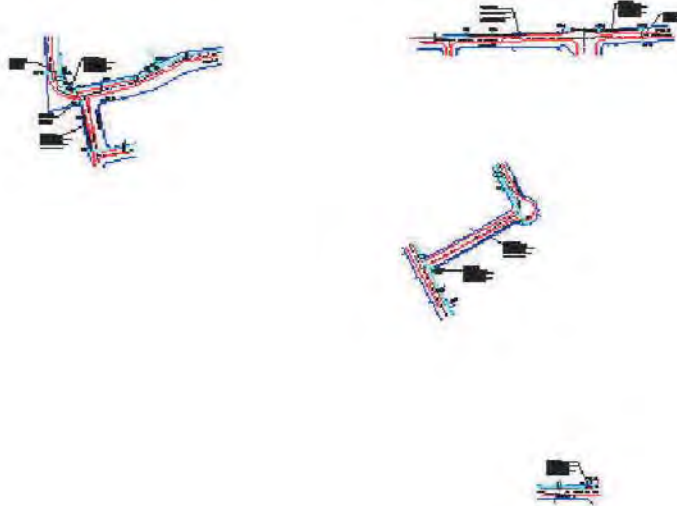
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6. All conduit risers bends to have a minimum thirty-six (36) inch radius.
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17. Provide cable racking and pulling irons as described in attachments.
18. Three to six weeks will be needed from the date of final inspection for Frontier to start placing facilities. All paperwork and easements must also be completed, if applicable.
19. Manholes to be adjusted to final grade as shown on the approved grading plan.
20. Actual footages of conduit are needed to order materials.

CONDUIT DESIGN

FTTH H1013

PROJECT TOTALS

PICKUP POINT:	FRONTIER HUB H1013
PATH LENGTH:	2" BORE FOR 1,854'
MATERIALS:	- 1,854' OF 1.25" HDPE - (12) 17"x30" HANDHOLES - (1) 3'x3' HUB H3012
SHEET INDEX	- CVR-COVER - 1-4 CONDUIT DESIGN - DTL-DETAIL



LEGEND

RIGHT OF WAY (R/W)	---
CONDUIT	---
CABLE	---
EDGE OF PAVEMENT (EOP)	---
CENTERLINE (C/L)	---
WATER (W)	---
SEWER (S)	---
HANDHOLE	HH

VICINITY MAP

GENERAL NOTES :

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6. ALL UTILITY MEASUREMENTS RECORDED AS DISTANCE FROM EDGE OF PAVEMENT (EOP)



Frontier
COMMUNICATIONS

JOB ID: 5286688 H1013	DATE: 1/25/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: JERRY'S LN	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR: Brian Vickers (979)-229-6293	
DRAWN BY: XXX	
EST. #:	SHEET #: COVER SHEET





Hays County Transportation Department

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UTILITY PERMIT APPROVAL LETTER

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General Special Provisions:

1. Construction of this line will begin on or after 4/1/2022 .

Utility Company Information:

Name: Frontier Communications

Address: TX

Phone:

Contact Name:

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4556-UTL

Type of Utility Service: Fiber Optic

Project Description:

Road Name(s): Sundown Ave, Pine Arbol, Dandy Dr, Stella Gold St, , , ,

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 blue ink on a white background.

Engineering Technician

03/01/2022

Signature

Title

Date



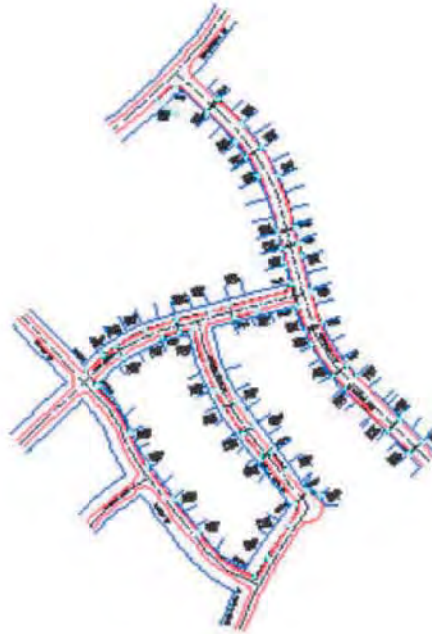
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CONSTRUCTION SPECIFICATIONS

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20. Actual footages of conduit are needed to order materials.



CONDUIT DESIGN

FTTH H2006



VICINITY MAP

GENERAL NOTES :

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PROJECT TOTALS

PICKUP POINT:	FRONTIER HUB H2006
PATH LENGTH:	2" BORE FOR 4,397'
MATERIALS:	- 4,397' OF 1.25" HDPE - (16) 17"x30" HANDHOLES - (28) 11"x11" HANDHOLES - (17) 24"x30" HANDHOLES - (1) 3'x3' HUB H3012
SHEET INDEX	- CVR - COVER - 1 - 3 CONDUIT DESIGN - DTL - DETAIL

LEGEND

RIGHT OF WAY (R/W)	—
CONDUIT	—
CABLE	—
EDGE OF PAVEMENT (EOP)	—
CENTERLINE (C/L)	---
WATER (W)	—
HANDHOLE	



JOB ID: 5286705 H2006	DATE: 02/03/2022
TITLE: CONDUIT DESIGN	
STREET ADDRESS: FIRECRACKER DR	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR: Brian Vickers (979)-229-6293	
DRAWN BY: XXX	
EST. #:	SHEET #:
	COVER SHEET





Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

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General Special Provisions:

1. Construction of this line will begin on or after 4/1/2022 .

Utility Company Information:

Name: Frontier Communications

Address: TX

Phone:

Contact Name:

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4557-UTL

Type of Utility Service: Fiber Optic

Project Description:

Road Name(s): Elliot Ranch Rd, , , , , ,

Subdivision:

Commissioner Precinct:

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

☒

Boring

☐

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

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

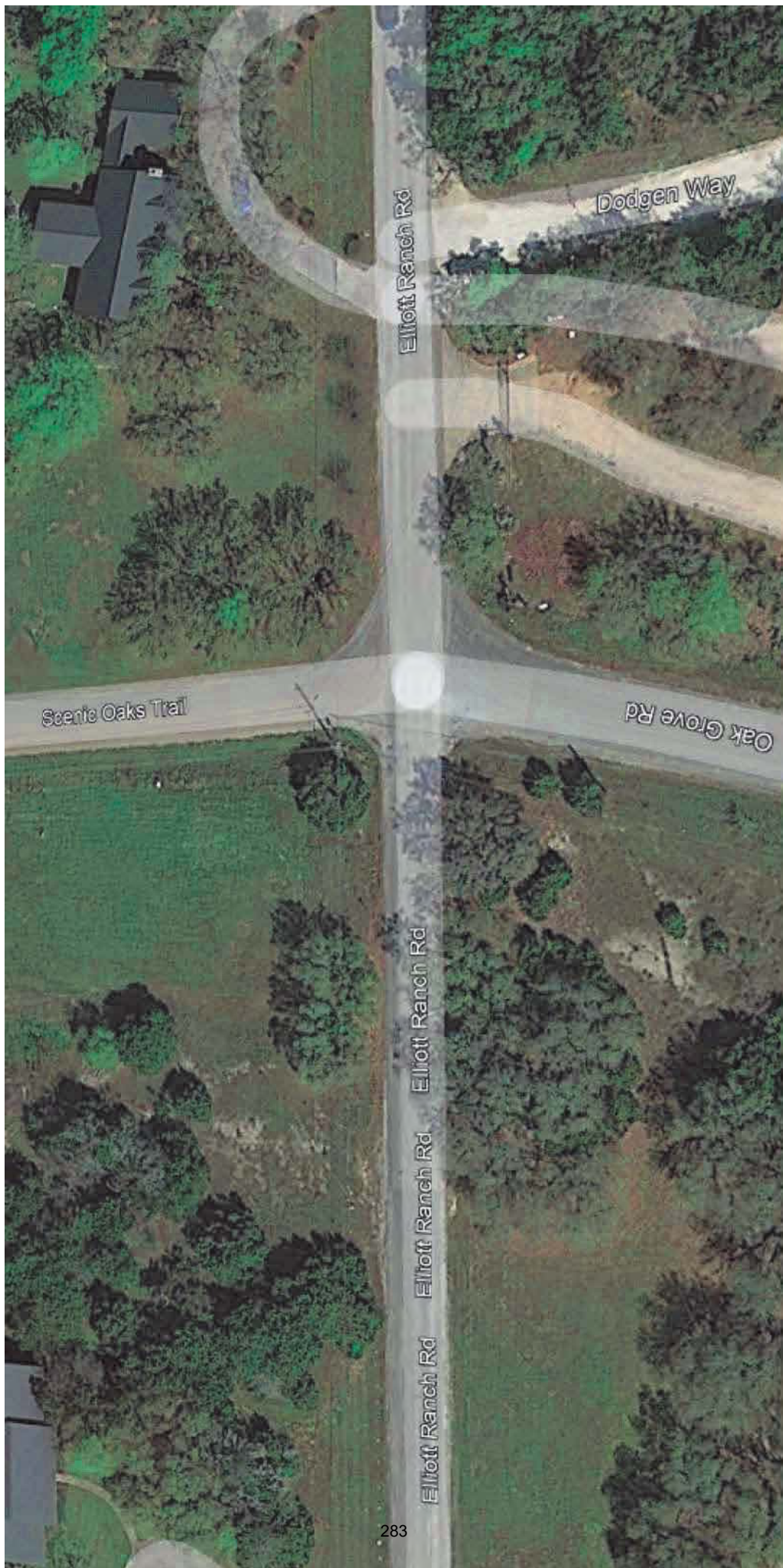
Engineering Technician

03/01/2022

Signature

Title

Date



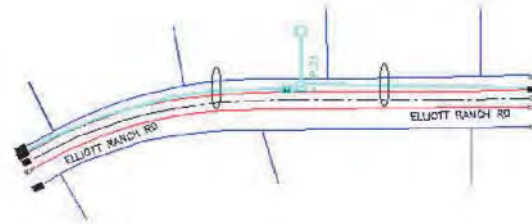
FRONTIER COMMUNICATIONS
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer Brian Vickers (979)-229-6293 sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces.
2. FRONTIER COMMUNICATIONS, INCORPORATED RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATED FROM PLANS AND SPECIFICATIONS.
3. CHANGES OR DEVIATIONS FROM THIS PLAN MUST BE APPROVED BY FRONTIER.
4. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.
5. FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY FRONTIER FACILITY.
6. All conduit risers bends to have a minimum thirty-six (36) inch radius.
7. All horizontal ninety degree bends (90°) shall have a radius of not less than 12.5 feet and all vertical ninety degree bends (90°) shall have a radius of not less than three feet. No more than two (2) ninety degree (90°) horizontal bends shall be placed in any single run unless otherwise specified. Contact Frontier engineer concerning any required deviations.
8. All conduit must be proven using a mandrel no less than ½" smaller than the conduit to be accepted. Mule tape shall be placed in all conduits proven. Wall to wall measurements must be taken with a mule tape.
9. Accurate AS-BUILTS shall be provided to the Frontier inspector assigned to this project. AS-BUILTS shall include conduit section measurements, wall to wall footages, stations and offsets of AS-BUILT Frontier structures, and the cover to the top of the Frontier underground structure placed. Copy of the AS-BUILT conduit work order must be provided to the Frontier inspector assigned to your project.
10. Contact MTCS 909-798-4400 at the inspection office for coordination of inspection dates.
11. Place temporary conduit cap on end of all conduits terminated outside of a building.
12. Place temporary conduit caps on all conduit ends exposed during construction to prevent dirt and debris from entering conduit.
13. Place temporary conduit caps on all exposed conduit ends at end of each work day.
14. Minimum separation from other utilities shall be a minimum of 12". Conduit placed in same trench with primary power conduit must be separated by no less than twelve inches (12") of well-packed sand or three inches (3") of concrete. Minimum cover shall be no less than thirty (30") inches measured from the final grade of the street flow line to the top of Frontier structure unless noted otherwise. Ducts placed in the driven portion of the roadway must have no less than 48 inches (48") of cover to top of pipe measured at flow line of roadway.
15. Frontier will not install cables not contained in conduit.
16. Provide source of ground at the telephone backboard location: (1) #6 insulated copper wire (solid preferred) to power system ground. - (1) #6 insulated copper wire (solid preferred) to metallic structure such as UFER ground or building steel. - (1) #6 insulated copper wire (solid preferred) to metallic water pipe bonded to previously described permanent metallic structure. Leave adequate wire to extend six feet beyond the base of backboard. NOTE: THE FOLLOWING MUST NOT BE USED FOR GROUND SOURCES: ROOF TRUSSES, FLOOR JOINTS, BRACES, SPRINKLER SYSTEM PIPES, METAL ELECTRICAL DISTRIBUTION CONDUIT, AND HORIZONTAL STEEL MEMBERS LESS THAN ¾" THICK.
17. Provide cable racking and pulling irons as described in attachments.
18. Three to six weeks will be needed from the date of final inspection for Frontier to start placing facilities. All paperwork and easements must also be completed, if applicable.
19. Manholes to be adjusted to final grade as shown on the approved grading plan.
20. Actual footages of conduit are needed to order materials.



CONDUIT DESIGN

FTTH H1015



VICINITY MAP

GENERAL NOTES :

1. UTILITIES SHOWN LOCATED BY RECORD MAPS/FIELD OBSERVATIONS. EXACT LOCATIONS TO BE VERIFIED BEFORE CONSTRUCTION BEGINS
2. ALL PROPOSED FACILITIES SHALL BE PLACED BEHIND FACE OF CURB OUTSIDE OF WALKWAY AREA AND WITHIN RIGHT OF WAY
3. ALL PROPOSED FACILITIES TO BE PLACED AS TO AVOID CONFLICT WITH EXISTING UTILITIES AND ADA SIDEWALK RAMPS AS REQUIRED
4. ALL FACILITIES SCALED UP 5X FOR VISUAL CLARITY FROM NOTED
5. PLACE ALL HDPE PARALLEL DUCT AT A RUNNING ALIGNMENT OF 5FT FROM RIGHT OF WAY (R/W)
6. ALL UTILITY MEASUREMENTS RECORDED AS DISTANCE FROM EDGE OF PAVEMENT (EOP)

PROJECT TOTALS

PICKUP POINT: FRONTIER HUB H1015

MATERIALS: - (1) 3'X3' HANDHOLES
- (1) 3'X3' HUB H3012

SHEET INDEX - CVR - COVER
- 1 - CONDUIT DESIGN
- DTL - DETAIL

LEGEND

RIGHT OF WAY (R/W)	
CONDUIT	
CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	
SEWER (S)	
HANDHOLE	



JOB ID: 5286690 H1015 DATE: 01/25/2022

TITLE: CONDUIT DESIGN

STREET ADDRESS: ELLIOT RANCH RD

CITY/STATE: BUDA, TX

FTR ENGINEER: XXX

FTR INSPECTOR: Brian Vickers (979)-229-6293



DRAWN BY:
XXX

EST. #:

SHEET #:
COVER SHEET



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 .

Utility Company Information:

Name:

Address: TX

Phone:

Contact Name: Richard Reynosa

Engineer / Contractor Information:

Name:

Address: TX

Phone:

Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-4588-UTL

Type of Utility Service: Sewer

Project Description:

Road Name(s): Old Bastrop Hwy, Redwood Road, , , , ,

Subdivision:

Commissioner Precinct:

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

☒

Boring

☒

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

A black and white photograph of a handwritten signature in blue ink on a white background.

Engineering Technician

03/01/2022

Signature

Title

Date

HIGH BRANCH SUBDIVISION
PHASE 3 UNIT 1

APPROX. 82 AC.

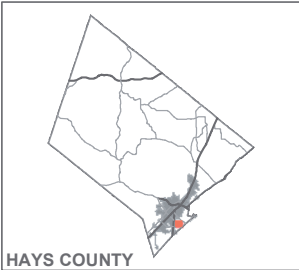
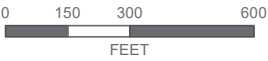
OFFSITE SEWER EXHIBIT

FEBRUARY 2022


Legend

- PROJECT BOUNDARY
- OFFSITE SEWER LINE

HORIZONTAL DATUM: TXC 4204 NAD83
VERTICAL DATUM: NAVD 88



AERIAL PHOTOGRAPH DATE: 5/6/2021



1100 Northwest Loop 420, Suite 850
San Antonio, Texas 78209
Phone: 210.353.2709 T/Fax: 210.353.2709
www.lja.com



BASTROP HILLS WASTEWATER IMPROVEMENTS

CONSTRUCTION DOCUMENT SET

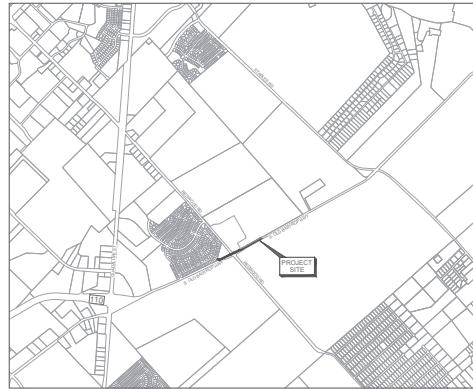
SAN MARCOS , TX 78666

HAYS COUNTY

GENERAL NOTES:

1. OBTAIN CITY APPROVED AND STAMPED PLAN SET FOR THE PERMIT (STAMPED PLANS MUST BE ON SITE AT ALL TIMES).
2. OBTAIN TCEQ PERMIT FOR EROSION AND SEDIMENTATION PLAN. SWPPP BOOK MUST BE ONSITE AT ALL TIMES AND AVAILABLE TO INSPECTION TO VERIFY UPDATES TO EROSION CONTROL LAY OUT.
3. CLEAR GIS REVIEW PRE-CONSTRUCTION MEETING REQUIREMENT.
4. PRE-CONSTRUCTION MEETING WITH CITY R.O.W./ engineering INSPECTORS MANAGER.
5. SUBMIT PROPOSED PRODUCT TO DEVELOPMENT ENGINEERING FOR APPROVAL. CITY CONFORMANCE/COMPLETENESS REVIEW AND ARCHIVING REQUIRED.
6. INSTALLATION OF EROSION CONTROL PER APPROVED TCEQ PERMIT.
7. CONDUCT SWPPP INSPECTION PER GOVERNING ENTITIES REQUIREMENT. (CITY OF SAN MARCOS WEEKLY INSPECTION REQUIRED FORM A CERTIFIED INSPECTOR).
8. MAINTAIN EROSION CONTROL THAT FAIL INSPECTION PRIOR TO NEXT INSPECTION OR NEXT RAIN EVENT.
9. CONSTRUCT IMPROVEMENT PER APPROVED CITY PLANS.
10. CALL FOR INSPECTION AS NEEDED WITH THE CITY INSPECTOR.
11. MAINTAIN CURRENT PLAN SET IF ADDENDUM ARE APPLIED FOR AND APPROVED BY THE CITY. UPDATE SHEETS WITH APPROVED STAMP ADDENDUM SHEET FOR THE CITY PERMIT.
12. CONTRACTOR REQUEST PRE-WALK WITH CITY R.O.W./ENGINEERING DEPARTMENT INSPECTOR.
13. CONTRACTOR, DEVELOPER ENGINEER AND CITY INSPECTOR PRE-WALK TO VERIFY ALL ITEM ON THE PLANS ARE INSTALLED.
14. CONTRACTOR COMPLETES WORK LIST ITEM FROM PRE-WALK AND DEVELOPER ENGINEER SUBMITS RECORD DRAWING TO THE CITY REVIEW/ APPROVAL.
15. 70% REVEGETATION AND DENSITY MUST BE ESTABLISHED. (CITY MS4 ORDINANCES DOES NOT ALLOW SOIL RETENTION BLANKET TO COUNT AS REVEGETATION).
16. REMOVAL OF SEDIMENT CONTROLS ON INSPECTOR CONFORMANCE OF REVEGETATION.
17. CITY INSPECTOR SETS UP FINAL WALK THROUGH WITH ALL CITY DEPARTMENT. CONTRACTOR AND DEVELOPMENT ENGINEERING MUST BE PRESENT.
18. SUBMIT CLOSE OUT PACKET TO CITY FOR REVIEW/APPROVAL OF ALL REQUIREMENT HAVING BEEN COMPLETED.
19. ISSUANCE OF CITY CERTIFICATE OF ACCEPTANCE.

THIS PROJECT IS SUBJECT TO TCEQ'S TPDES SWPPP REGULATIONS PER TEXAS WATER CODE CHAPTER 26. IF NOT ALREADY DONE, DEVELOPER/OWNER A PROJECT-SPECIFIC SWPPP AND SEEK APPLICABLE TPDES PERMIT TXR150000 COVERAGE IMMEDIATELY PER TXR 150000 PARTS III AND CITY CODE SECTION 86.52(b)(2) OR 86.52(c)(3). A HAND COPY OF THE SWPPP MUST BE KEPT ONSITE AND UPDATED TO MATCH SITE CONDITIONS DURING THE PROJECT. APPLY ONLINE AT [HTTPS://WWW.TCEQ.TEXAS.GOV/STEERS/](https://www.tceq.texas.gov/steers/)



LOCATION MAP

1" = 2000'

SUBMITTAL DATE: NOVEMBER, 2021

REVISIONS			
NO.	DESCRIPTION	BY	DATE

LJA Engineering, Inc.



1100 NE Loop 410
Suite 850
San Antonio, Texas 78209

Phone 210.503.2700
Fax 210.503.2749
FRN-F-1386

DEVELOPER: LUCRA TERRA, LLC
6575 FM 306
NEW BRAUNFELS, TX 78132
CONTACT: LEE BAKER
PHONE # (830) 837-2349

ENGINEER: LJA ENGINEERING, INC.
1100 NE LOOP 410, SUITE 850
SAN ANTONIO, TEXAS 78209
CONTACT PERSON: RICHARD W. GRAY III, P.E.
PHONE # (210) 503-2700
FAX # (210) 503-2749

SURVEYOR: LJA SURVEY
1100 NE LOOP 410, SUITE 850
SAN ANTONIO, TEXAS 78209
CONTACT: GORDON ANDERSON
PHONE # (210) 503-2700

CONTOUR DATA: FIELD SURVEY BY LJA SURVEY



LJA JOB NO. 190.410

Sheet Number

SHEET DESCRIPTION

0.0	COVER SHEET
0.1	GENERAL NOTES
1.0	OVERALL WASTEWATER & EROSION CONTROL LAYOUT
1.2	OFF-SITE W.W.L. STA. 1+00 TO STA. 12+00 PLAN & PROFILE
1.3	OFF-SITE W.W.L. STA. 12+00 TO END PLAN & PROFILE
1.4	WASTEWATER DETAILS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the Sheriff's Office to use existing funds to purchase law enforcement tactical equipment totaling \$2,590.00 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$2,590.00

LINE ITEM NUMBER

001-618-00.5717_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Sheriff's Office is requesting approval to purchase tactical equipment for the SWAT team. Funds are identified in the Sheriff's Office Law Enforcement_SWAT general ledger.

Budget Amendment
Decrease 001-618-00.5206_004
Increase 001-618-00.5717_400

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 annual renewal agreement between Hays County Building Maintenance and Johnson Controls in the amount of \$10,030.22.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$10,030.22

LINE ITEM NUMBER

001-695-00.5448

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

This agreement is regarding the Remote Access Thermostat System at the government Center The Johnson Controls annual agreement is due for renewal. This renewal agreement is for April 2022 through March 2023. Funding for this was budgeted in the Building Maintenance FY21 Operating Budget.

Attachments:

Johnson Controls Renewal Agreement
Sourcewell Contract #030817-JHN

Johnson Controls planned service proposal

Prepared for HAYS COUNTY GOVERNMENT CENTER

Customer
HAYS COUNTY GOVERNMENT CENTER

Local Johnson Controls Office
401 CENTER RIDGE DR STE 400 STE 400
AUSTIN, TX 78753-1350

Agreement Start Date:
04/01/2022

Proposal Date
02/3/2022

Estimate No:
1-1DLIGZTK



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for HAYS COUNTY GOVERNMENT CENTER

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 04/01/2022 and ending 03/31/2023.
- The agreement price for first year is \$10,030.22; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.
- Sourcewell Contract #030817-JHN

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Robert Lanclos
Service Manager
(866) 819-0231

The power behind **your mission**

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

Planned Service Agreement

Customer Name : HAYS COUNTY GOVERNMENT CENTER
Address: 712 S STAGECOACH TRL SAN MARCOS, TX 78666-5999
Proposal Date: 02/03/2022
Estimate #: 1-1DLIGZTK

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 04/01/2022 and will continue until 03/31/2023 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Sourcewell Pricing

Johnson Controls Labor Street Rate less 10% The Mileage Charge for USA is \$1.84 per Mile

LABOR							
TYPE	DESCRIPTION	RATE (\$/HR)	MULTIPLI	NET (\$/HR)	HRS	SUB TOTAL	
TECH	AUTOMATION TECHNICIAN, JCI	\$225.00	0.9	\$202.50	50	\$10,125.00	
						LABOR TOTAL	
						\$10,125.00	
MISC							
ITEMS	DESCRIPTION	CHARGE (EA)	MULTIPLI	NET (EZ)	QTY	SUB TOTAL	
MILEAGE	VEHICLE MILEAGE	1.84	1	1.84	250	\$ 460.00	
						MISC TOTAL	
						\$460.00	
						Discount Year 2022-2023	
						-554.78	
						SUB TOTAL	
						\$10,030.22	

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$10,030.22. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

COUNTY OF HAYS
712 S STAGECOACH TRAIL STE 1071
SAN MARCOS, TX 78666

- ☐ In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address: _____

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

- ☐ No PO Required ☐ Single PO Required for Initial Term ☐ Annual PO Required

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Robert Lanclos

By:

Signature:

Signature:

Title: Service Manager

Date:

Title:

Date:

Signature:

Customer PO#:

Title:

Date:

JCI Branch: JOHNSON CONTROLS AUSTIN WACO TX CB - 0N88

Address: 401 CENTER RIDGE DR STE 400 STE 400

AUSTIN, TX 78753-1350

Branch Phone: (866) 819-0231

Branch Email:

Schedule A - Equipment List

HAYS COUNTY GOVERNMENT CENTER

**712 S STAGECOACH TRL
SAN MARCOS, TX 78666-5999**

Product: Block Hours - Controls

Quantity: 50 hours

Coverage Level: Basic

Services Provided

1 Preventive Maintenance

Customer Tag

Manufacturer
JCI_YORK

Model #

Serial #
1-TZ57456

Johnson Controls maintains the Buildings Metasys Controls System via Block Hours. Johnson Controls defines Block Hours as operational deficiencies defined by the customer and completes the tasking per customer request.

Below are a few of the tasking items that JCI tech's perform while on site.

There exists over 400 devices that control individual spaces.

- The damper actuators are old. About 10% have already been replaced. Catching the bad ones takes luck in finding the damper physically at the wrong position or by commanding calibrations while reading offsets hidden in the program. The JCI tech can do these tests and checks in mass.
- There are many heating issues. The JCI tech works hand-in-hand with your facilities tech to troubleshoot and verify the mechanical/electrical side and the controls side.
- Wireless thermostat issues continue. The JCI tech continues to note in an ever-growing xls spreadsheet the tstat locations, which tstats actually control, and the unique dip switch settings.
- Better programming will continue to be implemented as unique problems are found. The latest involved an IT room with a bad tstat. Now bad tstats in IT rooms will force the programming into thinking the room is hot, therefore forcing cold air into the server rooms regardless of what the bad tstat claims.
- The Hays system is unique in that it does not have a JCI front end. The JCI tech will continue to work with the 3rd party out-of-state front end personnel on creating a better system.
- While the roof-top air handlers that feed the 400 VAV boxes are NOT controlled by JCI, JCI can none the less spot anomalies and point facilities towards solutions.
- Court rooms (and other spaces) are sometimes too warm or too cold. These require special attention in both the engineering of the HVAC and the control logic. The JCI tech will continue to work with facilities on these unique areas, finding better ways to handle comfort challenges whether it be 20F or 110F outside.

Equipment tasking

50 Block Hours - Controls

Preventive Maintenance Check with appropriate customer representative for operational deficiencies
Perform scheduled block hour tasks
Complete any required maintenance checklists, report observations to appropriate customer representative
Use appropriate eye protection in work environment
Use appropriate Head protection on worksite
Use appropriate hand gloves on worksite
Use and follow the JCI safety policy for Fall Protection while performing work
Use and follow the JCI Ladder Safety processes while performing work
Use and follow the JCI Lock-out Tag-out on all electrical machinery

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year 2022 - 2023	Total Annual Dollar Amount	Payment Frequency
2022 – 2023	\$10,030.22	Quarterly

Special Additions and Exceptions

TERMS AND CONDITIONS
DEFINITIONS (REV 11/21)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor

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the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed to by the parties, fees and other amounts due hereunder are due upon receipt of the invoice. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Failure by Customer to make payments when due will give JCI, without prejudice to any other right or remedy, the right to: (i) to stop performing any Services, withhold deliveries of Equipment and other materials, terminate or suspend any software licenses provided hereunder and/or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one-half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Customer will pay all of JCI's reasonable collection costs (including

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legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;
- (13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;
- (14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;
- (15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized

access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having

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competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI.
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto

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("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of Customer data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and cloud-hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. Privacy.

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

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Prepared for HAYS COUNTY GOVERNMENT CENTER

2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.

3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.

4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.

8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. Remote Monitoring of Alarm Signals. If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.

2. Remote Monitoring Services Pricing. Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.

3. Communications Media. Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false

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alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI, or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or

their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

[END OF DOCUMENT]

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Approve an increase of \$600.00 in the change fund for the County Clerk's Office as recommended by the County Auditor per Texas Local Government Code 130.902 (d).

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$600.

LINE ITEM NUMBER

001-617-00.5211

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Dr. Elaine Cardenas	BECERRA	N/A

SUMMARY

The County Clerk would like to increase the office change fund by \$600 due to increased staff and receipts at the substation locations. The request is recommended by the County Auditor.



Elaine H. Cárdenas, MBA, PhD, Hays County Clerk
712 S. Stagecoach Trail, Ste. 2008, San Marcos, TX 78666 (512) 393-7330

February 28, 2022

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666

RE: Change Fund

Ms. Alonzo,

We currently have a change fund in the amount of \$2,100.00 set up for my office. I would like to add an additional amount of \$600.00. This will bring the total amount of my change fund to \$2,700.00

Please charge the \$600.00 to my office supply line item 001-617-00.5211 and hold the check for me to pick up.

The last increase to our change fund was in 2016. The need for an increase comes from additional staff added over the last few years and an increase in funds for our substation clerks.

Please contact my office if you need additional information.

Thank you,

A handwritten signature in cursive script, reading "Elaine H. Cárdenas".

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

Ratify the execution of an Interlocal Cooperation Agreement between Hays County and Grimes County for housing and care of Hays County corrections inmates.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

\$55 per inmate per day

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

CUTLER

SPONSOR

INGALSBE

CO-SPONSOR

N/A

SUMMARY

This Agreement will be utilized if and when the Hays County corrections inmate population exceeds capacity.

THE STATE OF TEXAS

COUNTY OF GRIMES

**INTERLOCAL COOPERATION AGREEMENT PURSUANT TO THE
INTERLOCAL COOPERATION ACT, TEXAS GOVERNMENT CODE CH. 791,
BETWEEN GRIMES COUNTY AND HAYS COUNTY REGARDING HOUSING OF
HAYS COUNTY PRISONERS IN THE GRIMES COUNTY JAIL**

On the hereafter referenced date, the County of **GRIMES**, Texas hereafter referred to as "**GRIMES**" and the County of **HAYS**, Texas, hereafter referred to as "**HAYS**", entered into the following agreement concerning the incarceration of overflow prisoners of **HAYS** County, Texas, and said agreement is set out in full hereafter.

1. **GRIMES** hereby agrees to house the overflow prisoners incarcerated by **HAYS** on a space available basis. The availability of the space shall be determined by the Grimes County Sheriff in accordance with current jail regulations as set out by the Texas Commission on Jail Standards concerning the separation and categories of prisoners. **GRIMES** shall assess a fee for housing said prisoners at the rate of \$55.00 per day per prisoner to be paid from current revenues, available to **HAYS**, and **GRIMES** shall bill **HAYS** on a monthly basis for said cost in an itemized statement showing the number of days per individual prisoner housed by **GRIMES**. The day the inmate is booked in will be charged. The day the inmate is booked out will not be charged.
2. **HAYS** shall pay for any and all hospital services, mental health services, dental health care services, and prescription drugs provided to any prisoners housed by **GRIMES** for **HAYS**. Nonprescription medication will be administered without charge by **GRIMES**. **HAYS** shall reimburse **GRIMES** for transportation and guard services for **HAYS** prisoners admitted to a medical facility. **GRIMES** will provide one (1) guard to assist the transportation and provide temporary guard duty for the first six (6) hours. **HAYS** will be responsible for the posting of stationary guards at the medical facility after the first six (6) hours.
3. **HAYS** hereby agrees to comply with all booking procedures of **GRIMES**, and **GRIMES** hereby agrees to furnish **HAYS** a copy of those procedures.
4. **GRIMES** and **HAYS** hereby agree that **GRIMES** will not house any injured prisoner unless **HAYS** has furnished an acceptable medical release signed by medical personnel, certifying that the prisoner may be incarcerated.
5. **HAYS** further agrees that, should a prisoner be injured while being housed by **GRIMES**, **GRIMES** will within ten (10) hours notify **HAYS** of said injury and provide **HAYS** with copies of all incident reports relating to the injury.
6. The Grimes County Sheriff reserves the right to refuse or remove any inmate from the Grimes County Jail if it is the best interest of **GRIMES**.

- HAYS** shall promptly arrange to take custody of its prisoners if so requested by the Grimes County Sheriff.
7. **HAYS** agrees to assume responsibility for all transportation of **HAYS** prisoners housed in **GRIMES**.
 8. **GRIMES** and **HAYS** agree and acknowledge that each entity is not an agent of the other entity.
 9. **HAYS** agrees to protect, defend, indemnify and hold harmless **GRIMES**, its officers and employees from any and all claims, demands, costs, judgments and other expenses (including attorney's fees) caused by acts or omissions of **HAYS**, its officials and/or its employees. **GRIMES** will be responsible for acts and omissions by **GRIMES**, its public officials and/or its employees.
 10. This agreement shall be for a period of one (1) year from the date of acceptance by **GRIMES** and shall be subject to renewals of similar length thereafter. If either party desires to terminate this agreement, that party shall notify the other party by certified mail, addressed to the County Judge of that party at least sixty (60) days in advance of the anniversary date hereof, which notice shall effectuate a termination hereof as of the anniversary date.
 11. All agreements between the parties are set out in this agreement and oral agreements not contained herein shall not be enforceable against either party.

ACCEPTED, APPROVED AND WITNESSED our hands on this the 17th day of FEBRUARY, 2021.

COUNTY OF GRIMES

By: [Signature]
Joe Fauth, III, County Judge

By: [Signature]
Donald G. Sowell, Sheriff

By: [Signature]
Vanessa Burzynski, County Clerk

COUNTY OF HAYS

By: [Signature] Commission
Rebbie Gonzales-Ingalsbe Precinct #1
County Judge

By: [Signature]
GARY CUTLER, Sheriff

By: _____
_____, 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 the rejection of all bids related to IFB 2022-B08 Darden Hill at Sawyer Ranch Roundabout.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

N/A

LINE ITEM NUMBER

N/A

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Jerry Borcharding

SPONSOR

SMITH

CO-SPONSOR

N/A

SUMMARY

Purchasing received two bids to solicitation IFB 2022-B08 Darden Hill at Sawyer Ranch Roundabout. After review by the evaluating committee, it is the recommendation to reject all bids due to material pricing that significantly exceeded the TxDOT Austin and/or Statewide 12-month average price. Additionally, the lowest bid exceeds the amount budgeted for this project.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Authorize the County Judge to execute a Quote with Axon Enterprises, Inc. related to Cradlepoint Licenses for the Sheriff & Constable Offices and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$3,480

LINE ITEM NUMBER

SO/Constable .5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The attached quote will renew 9 cradlepoint devices that will expire on 3/30/22 and 89 devices that will expire on 7/24/2022. The license for each cradlepoint (Sheriff/Constable) is connected to NetCloud our Cradlepoint Server. This allows IT-Techs to update firmware, check connection to server and keeps the warranty exchange active for each device.

Attachment: Axon Enterprise, Inc. Quote # Q-377475-44624.008DT
BuyBoard Contract #568-18



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-377475-44624.008DT

Issued: 03/03/2022



Quote Expiration: 03/15/2022

EST Contract Start Date: 04/01/2022

Account Number: 112056

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
712 S Stagecoach Trail Ste 1071 712 S Stagecoach Trail Ste 1071 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	6 Months
TOTAL COST	\$3,480.00
ESTIMATED TOTAL W/ TAX	\$3,480.00

Bundle Savings	\$0.00
Additional Savings	\$0.00
TOTAL SAVINGS	\$0.00

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 2 - (9)	Mar, 2022	\$810.00
Year 2 - (89)	Aug, 2022	\$2,670.00

Quote Details

Bundle Summary

Item	Description	QTY
DynamicBundle	Dynamic Bundle	1
DynamicBundle	Dynamic Bundle	1

Bundle: Dynamic Bundle Quantity: 1 Start: 4/1/2022 End: 9/30/2022 Total: 810 USD

Category	Item	Description	QTY
Other	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	9

Bundle: Dynamic Bundle Quantity: 1 Start: 8/1/2022 End: 9/30/2022 Total: 2670 USD

Category	Item	Description	QTY
Other	11641	CRADLEPOINT, NETCLOUD, RENEWAL, ANNUAL	89

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.

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

3/3/2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Amend the Juvenile Detention Center budget for equipment and graphics needed for the Dodge Charger approved in the FY22 budget process.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$2,842

LINE ITEM NUMBER

070-685-00.5713_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Brett Littlejohn	INGALSBE	N/A

SUMMARY

The Juvenile Detention Center was approved one new leased vehicle during the FY22 budget process. Equipment for security purposes is needed as well as graphics when transporting juveniles. Funds are available within their operating budget to fund this request.

Attachment: Dana Safety Supply Quote #427958-A
Buy Board Contract #603-20

Budget Amendment:
070-685-00.5021 - Staff Salaries
070-685-00.5713_400 - Vehicle Equipment_Operating

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept a \$500.00 donation for the Historical Kyle Depot from Danny and Karen Davis and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$500

LINE ITEM NUMBER

141-676-00.4610

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Kate Johnson	JONES	N/A

SUMMARY

The Historical Commission has received a donation for expenses related to the upkeep of the Historic Kyle Depot.

Budget Amendment:
Increase Contributions
Increase General Supplies

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	427958-A
Customer No.	HAYSCOSO

Bill To

HAYS COUNTY JUVENILE DETENTION
SAN MARCOS, TX 78666

Ship To

DANA SAFETY SUPPLY
900 E. OLD SETTLERS BLVD.
BLDG. 4 - SUIT 400
ROUND ROCK, TX

Contact: BRETT LITTLEJOHN
Telephone: 512-393-5220 E.11201

E-mail: BRETT.LITTLEJOHN@CO.HAYS.TX.US

Contact: SCOTT BEAL
Telephone: 682-888-4235

E-mail: SBEAL@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/11/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30	
Entered By		Salesperson		Ordered By	Project Name	
Scott Beal		SCOTT BEAL ROUND ROCK		BRETT LITTLEJOHN		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
0	0	N	INFO BUYBOARD CONTRACT #603-20 Warehouse: RROC Vin #:		0.0000	0.00
1	1	Y	425-6483 JOTTO DESK COUNTOUR CONSOLE Warehouse: RROC Vin #:		430.2800	430.28
1	1	Y	475-0802 JD SPACE CREATOR PARTITION W/HS/HV WINDOW 2011+ CHGR Warehouse: RROC Vin #:		731.6000	731.60
1	1	Y	STATE VEHICLE YEAR - ***** 475-0412 JD LOWER SECURITY PANELS FOR CHARGER PARTITION Warehouse: RROC Vin #:		54.7900	54.79
1	1	Y	STATE YEAR OF VEHICLE - ***** 425-3704 JOTTO DUAL INTERNAL CUP HOLDER Warehouse: RROC Vin #:		46.1600	46.16
1	1	Y	425-1485 Jotto 4" Storage Box Warehouse: RROC Vin #:		38.5600	38.56
			425-1485			

Print Date	02/15/22
Print Time	05:55:01 PM
Page No.	1

Printed By: Scott Beal

Continued on Next Page
325

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	427958-A
Customer No.	HAYSCOSO

Bill To

HAYS COUNTY JUVENILE DETENTION
SAN MARCOS, TX 78666

Ship To

DANA SAFETY SUPPLY
900 E. OLD SETTLERS BLVD.
BLDG. 4 - SUIT 400
ROUND ROCK, TX

Contact: BRETT LITTLEJOHN
Telephone: 512-393-5220 E.11201

E-mail: BRETT.LITTLEJOHN@CO.HAYS.TX.US

Contact: SCOTT BEAL
Telephone: 682-888-4235

E-mail: SBEAL@DANASAFETYSUPPLY.COM

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method		
02/11/22	GROUND SHIPMENT		QUOTED FREIGHT		NET30		
Entered By			Salesperson	Ordered By		Project Name	
Scott Beal			SCOTT BEAL ROUND ROCK	BRETT LITTLEJOHN			
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
1	1	Y	GRAPHICS GRAPHICS FOR VEHICLE Warehouse: RROC Vin #: HAYS COUNTY SEAL WITH THE WORDS JUVENILE CENTER UNDERNEATH IT.			350.0000	350.00
1	1	Y	TRANSPORT VEHICLE TRANSPORTATION BY HIRED DRIVERS Warehouse: RROC Vin #:			300.0000	300.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****			100.0000	100.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC Vin #: Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days			540.0000	540.00

Print Date	02/15/22
Print Time	05:55:01 PM
Page No.	2

Printed By: Scott Beal

Subtotal	2,591.39
Freight	250.00
Order Total	2,841.39

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Amend the Constable Precinct 2 operating budget in the amount of \$1,588.00 for increased cost associated with an XL-200P Portable Radio for the new Deputy Constable approved in the FY22 budget.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$1,588

LINE ITEM NUMBER

001-636-00.5715_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Constable Pct. 2 is requesting funds to be transferred from software maintenance to communication equipment line item to purchase a handheld radio for the new Deputy Constable position approved in the FY22 budget. The current cost is \$4,175.62 and the approved amount for this purchase in FY22 budget was \$2,588. Funds are available within their operating budget for this increased cost.

Budget Amendment

\$1,588 Increase Communication Equipment 001-636-00.5715_400

(\$1,588) Decrease Software Maintenance 001-636-00.5429

Attachment: LCRA Proposal Telecommunications Work Sheet



Proposal

Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
 24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445
 Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299
 Telecommunications

Customer:	HAYS COUNTY CONSTABLE 2	Work Order #:	000000005764311
Address:	712 S Stagecoach Trl, Ste 1071	*Date:	2/28/22
	San Marcos, Texas 78666		<i>Pricing is valid for 30 days from the date of this Proposal.</i>

Statement of Work: Hays County Constable 2: XL-200P Handheld

Purchase Order #: PO:

Comments: XL-200P 700/800 MHz Handheld with 3 year Warranty-Special Pricing Good through 3/31/22

Material					
TASK ID	Item	Description	Qty	Unit Cost	Line Cost
91090		XL-200P 700/800 MHz, System, Full Keypad, Black, P25 Trunking, 256 AES/64 DES, Encry. Lite, Phase II TDMA, OTAP, Antenna, 2 3100 mAh Li-Ion Batteries, Desk Charger, Belt Clip, Sepaker Mic-Revo NC2, Holster w/Belt Loop & D Swivel, 3-Yr. Mfgr. Warranty	1	4,175.6220	4,175.6220
Material Sub Total:					\$4,175.62

Labor Total:	\$0.00
Material Total:	\$4,175.62
Job Total:	\$4,175.62

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.

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 Information Technology Department to purchase additional Kace Quest Software Licenses from Dell Technologies related to Endpoint Compliance.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$16,114

LINE ITEM NUMBER

001-680-00.5429

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

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

SUMMARY

The Kace System Management Appliance(SMA) is utilized for Endpoint compliance. All computer security updates, software updates, and software licensing is managed with this system. It is also used for tracking all technology assets, including maintenance and inventory. We have exceeded our 1000 device license and need to add an additional 500 licenses to cover all supported devices.

Attachment: Dell Quote 1030979386345.1
DIR Contract #DIR-TSO-3763



A quote for your consideration

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

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

Quote No. 1030979386345.1
Total \$16,113.84
Customer # 9657350
Quoted On Feb. 09, 2022
Expires by Mar. 12, 2022
Contract Code C000000006841
Customer Agreement # TX DIR-TSO-3763

Sales Rep David Felix
Phone (800) 456-3355, 7236744
Email David_Felix@Dell.com
Billing To ACCOUNTS PAYABLE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE 1071
SAN MARCOS, TX 78666-6247

Message from your Sales Rep

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

Regards,
David Felix

Shipping Group

Shipping To	Shipping Method
MARVA PEARCE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 INFORMATIONTECH SAN MARCOS, TX 78666-6250 (512) 393-2273	Ground Delivery

Product	List Price	Unit Price	DOL	Quantity	Subtotal
TX HAYS CNTY QUEST KACE SYS MGMT ADDTL MGD COMP 24X7 LIC/MNT QTY500 12MTH	\$19,337.00	\$14,248.42	0%	1	\$14,248.42
TX HAYS CNTY QUEST KACE SYS MGMT ADDTL MGD COMP 24X7 MNT/RNWL QTY500 7MTH	\$2,532.00	\$1,865.42	0%	1	\$1,865.42

Subtotal:	\$16,113.84
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$0.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$16,113.84

Shipping Group Details

Shipping To

MARVA PEARCE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL STE 1206
INFORMATIONTECH
SAN MARCOS, TX 78666-6250
(512) 393-2273

Shipping Method

Ground Delivery

		Quantity	Subtotal
TX HAYS CNTY QUEST KACE SYS MGMT ADDTL MGD COMP 24X7 LIC/MNT QTY500 12MTH	\$14,248.42	1	\$14,248.42

Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
TX HAYS CNTY QUEST KACE SYS MGMT ADDTL MGD COMP 24X7 LIC/MNT QTY500 12MTH	AB981169	-	1	-

		Quantity	Subtotal
TX HAYS CNTY QUEST KACE SYS MGMT ADDTL MGD COMP 24X7 MNT/RNWL QTY500 7MTH	\$1,865.42	1	\$1,865.42

Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
TX HAYS CNTY QUEST KACE SYS MGMT ADDTL MGD COMP 24X7 MNT/RNWL QTY500 7MTH	AB981170	-	1	-

Subtotal:	\$16,113.84
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00

Total: \$16,113.84

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Accept, for the purposes of finalizing the Clerk's Record, the final version of the Agreement for Grant Management and Program Management Services for the Emergency Rental Assistance Program for Hays County.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	

LINE ITEM NUMBER

--

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	INGALSBE	SMITH

SUMMARY

Per the Court's direction and action last Agenda, the Agreement has been finalized and executed. It is being brought back to Court for the purposes of creating a record.

**AGREEMENT FOR GRANT MANAGEMENT
AND PROGRAM MANAGEMENT SERVICES FOR THE
EMERGENCY RENTAL ASSISTANCE PROGRAM FOR HAYS COUNTY**

THE STATE OF TEXAS §

COUNTY OF HAYS §

THIS AGREEMENT is made and entered into by and between the **Hays County, Texas** (hereinafter the “County”), a governmental agency and body politic and **Ardurra Group Inc** (hereinafter the “Grant Manager”).

R E C I T A L S:

WHEREAS, per RFP # 2022-P06, the County publicly solicited and opened proposals for an administration and management firm to provide professional services as described in said request and Grant Manager was evaluated, recommended by committee and approved by County Court; and

WHEREAS the County desires for Professional Services for management of funding from the U.S. Department of the Treasury to provide financial assistance in the form of rent & utility assistance to income eligible households that have been negatively impacted by the COVID-19 pandemic in the County; and

WHEREAS, the Grant Manager represents that it is qualified and willing to provide such services that may be required by the County;

NOW, THEREFORE, the County and the Grant Manager, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I

SCOPE OF SERVICES

In consideration of any fees to be paid to Grant Manager by the County, Grant Manager shall provide the work and services described in **Exhibit “A” hereto (the “Services or the “Scope of Services”)** .

The Grant Manager shall commence the Services upon execution of this Agreement by the Parties. **Grant Manager shall have no entitlement to compensation for any Work under the Agreement unless such Services are authorized under the Scope of Services, as may be amended by written agreement of the Parties.**

During the course of any services authorized hereunder, the Grant Manager shall provide the County with monthly progress reports or at such times and in such manner as may be requested by the Hays County Director of Countywide Operations. If it should become evident that the Grant Manager will not be able to complete any service hereunder by the previously set completion date or within the previously set budget for same, the Grant Manager shall notify the Hays County Director of Countywide Services as soon as possible.

SECTION II

TIME OF PERFORMANCE

Upon execution of this Agreement by the Parties, the Grant Manager shall proceed diligently to complete each service described in the Scope of Services within the limits of time specified in this Agreement. The County shall have no obligation to pay for a service performed after the required completion date for same, as set forth in its Scope of Services, attached hereto as Exhibit A, except to the extent the date for required completion is extended and continuation of such service is approved by the County Manager.

SECTION III

THE GRANT MANAGER'S COMPENSATION

For and in consideration of services rendered hereunder by the Grant Manager, the County shall pay the Grant Manager on a per-application basis, as agreed to in writing by the Parties.

It is expressly understood that the Grant Manager shall neither seek reimbursement nor will the County be obligated to pay or reimburse the Grant Manager for normal business expenses such as overtime premium rate, postage, messenger services, delivery charges, mileage within Hays counties, parking fees, facsimile (fax) transmissions, computer time on in-house computers and graphic systems, blue line drawings or photocopies specifically required by Section I, or other costs or expenses, except those for which reimbursement is specifically provided in the following sentence. If approved in writing by the Hays County Director of Countywide Operations prior to their being incurred, the Grant Manager may be reimbursed for the reasonable and necessary cost of the following, to the extent they are incurred in providing services hereunder: copies of reports or other documents to be delivered to the authority or in Section I, costs of travel outside of Hays counties, rental costs of transportation equipment necessary to gain access to the project site, costs of presentation materials (i.e., charts, slides, transparencies), and costs of photographic and video services.

The County shall have no obligation to pay compensation or reimbursement for any service or expense in excess of the amount budgeted for same in the Scope of Services, except to the extent the budget for such service is increased and continuation of such service is approved in writing by the County. Likewise, the County shall have no obligation to pay compensation, including reimbursement, in excess of the Not-to-Exceed amount of four hundred and twenty-five thousand dollars (\$425,000.00 USD) ("the Compensation Cap") without prior approval.

SECTION IV

TIME OF PAYMENT

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the Grant Manager shall submit a sworn statement to the County, in a form suitable to the County, setting forth the services provided under this Agreement which were completed during such time period and the compensation which is due. The Grant Manager's statement becomes due and payable within thirty (30) days after approval by the County unless such statement is rejected for cause and returned to the Grant Manager. The County shall review the statements and approve them with such modifications, if any, as he/she deems appropriate. Approval or payment of any statement shall not be considered to be evidence of performance by the Grant Manager or of receipt or acceptance by the County of the work covered by such statement. The final statement submitted shall certify that all services to be provided pursuant to this Agreement have been performed. Within thirty (30) days after the performance of all services provided for in this Agreement and the acceptance thereof by the County, the County shall pay to the Grant Manager the amount of the final statement as approved by the County, subject to the limitations of liability set forth herein. The statements submitted by the Grant Manager to the County hereunder shall be limited to include any work or services performed pursuant to this Agreement only. The Grant Manager shall not include any work or services performed, required to be performed, or billed under or pursuant to any other agreement.

SECTION V

TERMINATION

Either party may terminate this Agreement at any time by providing notice in writing to the other party in accordance with 2 C.F.R. Part 200, Appendix II (B). Upon receipt of such notice from the County, the Grant Manager shall discontinue all services in connection with the performance of this Agreement. As soon as practicable after receipt of notice of termination, the Grant Manager shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The County shall pay the Grant Manager the prescribed compensation for the services actually performed under this Agreement, less such payments on account of the charges as have been previously made. Copies of all complete or partially complete designs, plans, specifications, and other documents prepared or obtained under this Agreement shall be delivered to the County when and if this Agreement is terminated.

SECTION VI

CONFLICTS OF INTEREST

In accordance with Chapter 176 of the Texas Local Government Code, the Grant Manager shall complete Conflict of Interest Questionnaire Form CIQ.

In accordance with Section 2252.908 of the Texas Government Code, the Grant Manager shall submit a Certificate of Interested Parties (Form 1295, www.ethics.state.tx.us).

In accordance with Hays County Policy, the Grant Manager shall submit a Related Party Disclosure Form, a copy of which is attached hereto as Exhibit "B".

SECTION VII

NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States post office, addressed to the County or the Grant Manager at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Grant Manager: Ardurra Group, Inc
7500 Rialto Boulevard Building 1, Suite 240
Austin , TX 78735

To the County: Hays County
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Attention: Director of Countywide Services

With Copy to: General Counsel – Hays County
111 E. San Antonio Street, Suite 202
San Marcos, TX 78666

Either party may designate a different address by giving the other party ten (10) days' written notice.

SECTION VIII

SUCCESSORS AND ASSIGNS

The County and the Grant Manager bind themselves and their successors, executors, administrators and assigns to the other party this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor the Grant Manager shall assign, sublet, or transfer its or his/her interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed

as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto.

SECTION IX

PUBLIC CONTACT

The Grant Manager shall under no circumstances release any material or information developed in the performance of its services hereunder, without the prior express written permission of the County. Contact with the news media, private citizens, or community organizations shall be the sole responsibility of the County. Inquiries concerning this Agreement or any requested service shall be referred to the General Manager.

SECTION X

COMPLIANCE AND STANDARDS

A. Standard of Care.

The Grant Manager agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use the degree of care and skill commensurate with the Grant Management profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and the Grant Manager's performance. The Grant Manager represents that, prior to performing hereunder, the Grant Manager has or shall obtain all necessary licenses, ownership, or permission for use of any and all proprietary information, materials, or trade secrets employed in the performance of work hereunder for the County and agrees that he shall not copy, reproduce, recreate, distribute, or use any such proprietary information, materials, or trade secrets of any third party, except to the extent permitted by such third parties, or as otherwise authorized by law.

B. Equal Employment Opportunity

The County stands as an equal employment opportunity (EEO) employer and is committed to providing fair and equal treatment of all employees and/or agents without regard to race, color, religion, sex (including sexual orientation and gender identity), national origin, pregnancy, genetic information, citizenship or immigration status, disability, military status, or age. The Grant Manager recognizes that vendors, contractors and their employees, customers, and the public also are recipients of this same commitment.

C. Historically Underutilized Businesses ("HUBs").

It is County's policy to assist HUBs, whenever possible, to participate in providing goods and services to County. County encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling Grant Manager's obligations with the County. If Grant Manager subcontracts with others for some or all of the services to be performed under this Agreement, Grant Manager agrees to comply with all HUB requirements of the County.

D. This Agreement may be subject to funding or reimbursement from one or more federal programs. Accordingly, to the extent required by OMB Circular A-102 (Grants and cooperative agreements with state and local governments) or other federal law or regulation, Grant Manager will comply with all applicable regulations as listed in **Exhibit "C"– Required Federal Contract Clauses & Requirements**.

E. Drug Free Workplace.

The Grant Manager shall implement and maintain an active drug free workplace policy for all employees working on projects of the County. The policy shall be made available to the County upon request.

F. Residency.

The Grant Manager shall implement and maintain internal procedures to ensure that all personnel of the Grant Manager are legal to work in the United States of America.

F. Israel.

By executing this Agreement, Grant Manager verifies that the Grant Manager will not boycott Israel during the term of this Agreement.

SECTION XI

LICENSE REQUIREMENTS

The Grant Manager shall have and maintain any licenses or certification required by the State of Texas or recognized professional organization governing the services performed under this Agreement.

SECTION XII

INSURANCE AND INDEMNIFICATION

The Grant Manager at the Grant Manager's own expense shall purchase, maintain, and keep in force such insurance as will protect the Grant Manager from claims set forth below that may arise out of or result from the Grant Manager's operations under the Contract, whether such operations be by the Grant Manager or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

Before commencing any of the work, the Grant Manager shall file, furnish, and maintain a valid "Certificates of Insurance" acceptable to the County substantiating the fact that the Grant Manager has taken out the specified insurance for the period covered by the Contract with an insurance carrier acceptable to the County and the State of Texas. The Grant Manager shall require all sub-contractors to carry limits equal to or greater than stated in this agreement.

"CERTIFICATE OF INSURANCE" SPECIFICATIONS: THE COUNTY MAY IMPOSE ANY REASONABLE INSURANCE REQUIREMENT ON THE GRANT MANAGER, DEPENDING ON THE NATURE OF THE CONTRACT AND THE WORK TO BE PERFORMED. THE FOLLOWING ARE GUIDELINES TO SET FORTH THE INSURANCE REQUIREMENTS THE COUNTY GENERALLY REQUIRES.

FOR PURPOSES OF THIS POLICY DOCUMENT, THE GRANT MANAGER IS DEFINED AS AN INDIVIDUAL, COMPANY, OR CORPORATION WHO PROVIDES SERVICES INVOLVING USE OF MANPOWER.

THE GRANT MANAGER, AT THE GRANT MANAGER'S OWN EXPENSE SHALL PURCHASE, MAINTAIN, AND KEEP IN FORCE SUCH INSURANCE AS WILL PROTECT THE GRANT MANAGER FROM CLAIMS SET FORTH BELOW THAT MAY ARISE OUT OF OR RESULT FROM THE GRANT MANAGER'S OPERATIONS UNDER THE CONTRACT, WHETHER SUCH OPERATIONS BE BY THE GRANT MANAGER OR BY ANY SUBCONTRACTOR OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

BEFORE COMMENCING ANY OF THE WORK, THE GRANT MANAGER SHALL FURNISH AND MAINTAIN A VALID, "CERTIFICATE OF INSURANCE" ACCEPTABLE TO COUNTY SUBSTANTIATING THE FACT THAT GRANT MANAGER HAS TAKEN OUT THE SPECIFIED INSURANCE FOR THE PERIOD COVERED BY THE AGREEMENT WITH AN INSURANCE CARRIER ACCEPTABLE TO COUNTY. THE GRANT MANAGER SHALL REQUIRE ALL SUB-CONTRACTORS TO CARRY LIMITS EQUAL TO OR GREATER THAN STATED IN THIS AGREEMENT.

CERTIFICATE OF INSURANCE SPECIFICATIONS: THE INSURANCE CARRIER SHALL BE LICENSED OR ADMITTED TO DO BUSINESS IN THE STATE OF TEXAS IN WHICH THE WORK IS TO BE PERFORMED. THE POLICIES NOTED IN THESE INSURANCE REQUIREMENTS SHALL NOT BE CANCELLED, OR RENEWED, OR MATERIALLY CHANGED IN A MANNER THAT ADVERSELY AFFECT THE COUNTY OR ANY ADDITIONAL INSURED UNTIL THIRTY (30) DAYS PRIOR WRITTEN NOTICE HAS BEEN PROVIDED TO THE COUNTY BY THE GRANT MANAGER OR BY GRANT MANAGER'S INSURANCE AGENT/BROKER.

NOTHING CONTAINED SHALL BE CONSTRUED AS LIMITING IN ANY WAY THE EXTENT TO WHICH THE GRANT MANAGER OR THE GRANT MANAGER'S SUB-CONTRACTOR MAY BE HELD RESPONSIBLE FOR PAYMENT OF DAMAGES RESULTING FROM HIS OR HIS SUB-CONTRACTOR'S OPERATIONS.

ALL PROPERTY AND LIABILITY INSURANCE, INCLUDING COMPREHENSIVE GENERAL, PUBLIC, AND AUTOMOTIVE, SHALL BE WRITTEN BY AN INSURER LICENSED TO CONDUCT BUSINESS IN THE STATE OF TEXAS. COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES SHALL BE NAMED AS AN ADDITIONAL INSURED.

LIMITS OF INSURANCE SHALL BE AT A MINIMUM:

(1) COMMERCIAL GENERAL LIABILITY, (INCLUDING CONTRACTUAL, COMPLETED OPERATIONS, AND PRODUCTS LIABILITY) – IN THE AMOUNT OF \$2,000,000 COMBINED SINGLE LIMIT PER OCCURRENCE FOR BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE. COUNTY AND THEIR AUTHORIZED OFFICERS, REPRESENTATIVES, AND EMPLOYEES SHALL BE NAMED AS ADDITIONAL INSURED AS RESPECT TO LIABILITY ARISING OUT OF ACTIVITIES PERFORMED BY OR ON BEHALF OF GRANT MANAGER; PRODUCTS AND COMPLETED OPERATIONS OF GRANT MANAGER, PREMISES OWNED, OCCUPIED OR USED BY GRANT MANAGER.

(2) AUTOMOBILE LIABILITY INSURANCE – IN THE AMOUNT OF \$1,000,000 COMBINED SINGLE LIMIT PER ACCIDENT, FOR BODILY INJURY AND PROPERTY DAMAGE. THE POLICY SHALL PROVIDE COVERAGE FOR OWNED, HIRED, AND NON-OWNED COVERAGE. IF AN AUTOMOBILE IS TO BE UTILIZED IN THE EXECUTION OF THIS AGREEMENT, AND THE VENDOR / GRANT MANAGER DOES NOT OWN A VEHICLE, THEN PROOF OF HIRED AND NON-OWNED COVERAGE IS SUFFICIENT. AUTOMOBILE LIABILITY LIMITS ABOVE MINIMUM STATE REQUIRED LIMITS MAY BE WAIVED IF VEHICLE USE IS LIMITED TO THE COUNTY FACILITY ENTRANCE PARKING LOTS AND NOT USED ELSEWHERE ON COUNTY PREMISES.

(3) WORKER'S COMPENSATION INSURANCE – THE GRANT MANAGER SHALL PROVIDE AND MAINTAIN WORKER'S COMPENSATION INSURANCE THAT COMPLIES IN ALL ASPECTS AND AMOUNTS WITH ALL APPLICABLE STATE AND LOCAL STATUTES AND ORDINANCES AND EMPLOYERS LIABILITY COVERAGE IN THE AMOUNT OF BODILY INJURY BY ACCIDENT - \$1,000,000 PER ACCIDENT; BODILY INJURY BY DISEASE - \$1,000,000 POLICY LIMIT; BODILY INJURY BY DISEASE - \$1,000,000 PER EMPLOYEE. THE INSURED SHALL AGREE TO WAIVER ALL RIGHTS OF SUBROGATION AGAINST THE COUNTY, ITS OFFICERS, OFFICIALS, EMPLOYEES AND VOLUNTEERS FOR LOSSES ARISING FROM WORK PERFORMED BY THE GRANT MANAGER FOR THE COUNTY. TEXAS LABOR CODE SEC. 409.096 PROVIDES CERTAIN EXCEPTIONS THAT ALLOW FOR A COMPANY TO 'SELF-INSURE'.

(4) PROFESSIONAL LIABILITY: A PROFESSIONAL GRANT MANAGER OR REGISTERED ARCHITECT OR REGISTERED SURVEYOR SHALL CARRY PROFESSIONAL LIABILITY COVERAGE IN THE AMOUNT OF \$1,000,000 PER CLAIM/AGGREGATE, COVERAGE SHALL CONTINUE FOR A MINIMUM OF TWO

YEARS AFTER ASSIGNMENT UNDER THIS CONTRACT IS COMPLETED.

(5) CONTRACTUAL LIABILITY INSURANCE – THE GRANT MANAGER SHALL OBTAIN COVERAGE COVERING THE INDEMNITY PROVISION OF THIS CONTRACT IN THE SAME AMOUNT AND COVERAGE AS PROVIDED FOR COMMERCIAL GENERAL LIABILITY POLICY, SPECIFICALLY REFERRING TO THIS CONTRACT BY DATE, JOB NUMBER AND LOCATION.

THE GRANT MANAGER SHALL CAUSE HIS INSURANCE COMPANY OR INSURANCE AGENT TO FILL IN ALL INFORMATION REQUIRED (INCLUDING NAMES OF INSURANCE AGENCIES, GRANT MANAGER, AND INSURANCE COMPANIES, AND POLICY NUMBERS, EFFECTIVE DATES AND EXPIRATION DATES, AND PROVIDE PROOF THAT COUNTY IS AN ADDITIONAL INSURED) AND TO DATE AND SIGN AND DO ALL OTHER THINGS NECESSARY TO COMPLETE AND MAKE INTO A VALID CERTIFICATE OF INSURANCE. THE CERTIFICATE OF INSURANCE SHALL BE FILED WITH COUNTY PRIOR TO COMMENCING ANY OF THE WORK AND WITHIN THE TIME OTHERWISE SPECIFIED. NONE OF THE PROVISIONS IN THE CERTIFICATE OF INSURANCE SHALL BE ALTERED OR MODIFIED IN ANY RESPECT EXCEPT AS HEREIN EXPRESSLY AUTHORIZED.

THE CERTIFICATE(S) SHALL STATE: “ADDITIONAL INSURED (ALL POLICIES, EXCEPT WORKERS COMPENSATION & PROFESSIONAL LIABILITY) IN FAVOR OF COUNTY AND WAIVER OF SUBROGATION (ALL POLICIES) IN FAVOR OF COUNTY”.

IN NO CASE SHALL THE USE OF SUB-CONTRACTORS IN ANY WAY ALTER THE POSITION OF THE GRANT MANAGER OR THE GRANT MANAGER’S SURETIES WITH RELATION TO THIS AGREEMENT. WHEN A SUB-CONTRACTOR IS USED, THE RESPONSIBILITY FOR EVERY PORTION OF THE WORK SHALL STILL REMAIN WITH THE GRANT MANAGER.

INDEMNIFICATION

THE GRANT MANAGER SHALL INDEMNIFY THE COUNTY, ITS OFFICERS, REPRESENTATIVES, AND EMPLOYEES, AGAINST, AND HOLD THEM HARMLESS FROM, ANY AND ALL LIABILITY FOR INJURY OR DEATH TO ANY PERSON, AND FOR DAMAGE TO ANY PROPERTY, TO THE EXTENT THAT SUCH INJURY OR DAMAGE IT IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE GRANT MANAGER OR THE GRANT MANAGER’S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE GRANT MANAGER EXERCISES CONTROL, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARISE DUE TO THE NEGLIGENCE OR WILLFUL MISCONDUCT BY THE COUNTY, ITS EMPLOYEES, OFFICERS OR AGENTS.

FURTHER, THE GRANT MANAGER SHALL COMPLY WITH THE REQUIREMENTS

OF ALL APPLICABLE LAWS, RULES, AND REGULATIONS IN CONNECTION WITH THE SERVICES OF GRANT MANAGER AND SHALL EXONERATE, INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS AND ALL EMPLOYEES FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING OUT OF NONCOMPLIANCE WITH SUCH LAWS, RULES AND REGULATIONS, WITHOUT LIMITATION.

SECTION XIII

OWNERSHIP OF PLANS, COPYRIGHT, AND OTHER INTELLECTUAL PROPERTY

The County shall be the absolute and unqualified owner of any information, programs, Mylar reproducible, plans, preliminary layouts, sketches, reports, cost estimates, software, firmware, designs, computer applications, computations, computer input/output information, and other documents, materials and/or data, including the source codes therefore, and any original works or authorship and any material objects in which any such works are embodied, that are prepared pursuant to this Agreement, with the same force and effect as if the County prepared the same upon payment of all amounts rightfully owed by the County to the Grant Manager.

To the extent that the Grant Manager has retained any rights in any intellectual property related to this Agreement, the County shall have, and the Grant Manager hereby grants, an irrevocable pair-up, royalty-free, non-exclusive perpetual license in and to any and all such intellectual property, and the Grant Manager hereby grants an irrevocable covenant not to sue the County on any such intellectual property rights.

The Grant Manager agrees that, for the purposes of establishing copyright ownership, all works of authorship prepared pursuant to this Agreement shall be deemed to have been prepared, to the extent authorized by law, on a "works made for hire" basis. In the event and to the extent that any such works of authorship prepared pursuant to this Agreement do not constitute "works made for hire" as that term is defined under the applicable copyright law, the Grant Manager shall irrevocably assign and transfer to the Authority all right, title, and interest in and to the copyrights, and any renewals and/or extensions of the copyrights, for any such works

The Grant Manager agrees to execute and deliver all additional documents and instruments, and to perform all additional acts, as may be necessary or appropriate to effectuate, carry out, and perform all of the terms, provisions, and conditions of this Agreement, and all such transactions contemplated hereby, including but not limited to the execution of applications for registration of copyrights, and the execution of recordable assignment documents to effectuate the transfer of ownership of copyrights as contemplated by this Agreement.

The Grant Manager agrees that, upon request from the County, the Grant Manager shall promptly deliver to the County copies, in a form acceptable to the County Manager, of any and all information, programs, Mylar reproducible, plans, preliminary layouts, sketches, reports, cost estimates, software, firmware, designs, computer applications, computations, computer input/output information, and other documents, materials and/or data, including the source codes

therefore, and any material objects embodying any works of authorship, prepared pursuant to this Agreement.

Copies of all complete or partially complete information, programs, Mylar reproducible, plans, preliminary layouts, sketches, reports, cost estimates, software, firmware, designs, computer applications, computations, computer input/output information, and other documents, materials and/or data, including the source codes therefore, and any material objects embodying any works of authorship, prepared pursuant to this Agreement, shall also be delivered by the Grant Manager to the County Manager when and if this Agreement is terminated, or upon completion of performance hereunder, whichever occurs first.

The Grant Manager may retain one (1) set of reproducible copies of such documents, materials and/or data, but such copies shall be for the Grant Manager's sole use in the preparation of studies or reports for the County only. The Grant Manager is expressly prohibited from using, selling, licensing, or otherwise marketing or donating such documents, materials and/or data, or using same in the preparation of work for any other client without the express written permission of the County Manager. The Grant Manager does not intend or represent that construction documents, materials, and/or data will be suitable for reuse. If the County reuses the same, such action partially complete plans, layouts, sketches, specifications, or other documents, materials, and/or data by virtual terminations under Section V above, the Grant Manager shall not be held accountable or responsible for the completeness of any document, material and/or data so produced.

SECTION XIV

RECORDS RETENTION

The Grant Manager shall retain its project records and shall keep same available for inspection during regular business hours by County officials or designated representatives of the County for a period up to 1460 days (four years) following the latest day of the last written correspondence between the County and Grant Manager regarding final payments to the Grant Manager, Construction Contractor(s) and Subcontractors, whichever is the latest.

SECTION XV

MODIFICATION

This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing signed by both parties hereto.

SECTION XVI

CONFLICT RESOLUTION

The County shall decide any and all questions that may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the Grant Manager. Any claim, dispute or other matter in question arising out of or relating to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation, if any, shall be held in Hays County, Texas. Venue of any and all claim, litigation or disputes shall be exclusively in Hays County, Texas.

SECTION XVII

SEVERABILITY

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and the Grant Manager, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SECTION XVIII

MERGER

The parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

SECTION XIX

CONTRACT TERM

The term of the contract shall be three (3) years from date of contract execution. Contract term can be extended via two (2) one-year extensions if mutually agreed upon by both parties.

SECTION XX

CHOICE OF LAW

This Agreement, its construction and any disputes arising out of, related to or connected with it shall be governed by the laws of the State of Texas without regard to its conflict of law principles. This Agreement is performable in Hays County, Texas.

SECTION XXI

EXECUTION

The County executes this Agreement by and approval and through the County (the "County") of the County, which action has been duly authorized at a meeting of the County Court authorizing the County to sign any and all documents. This Agreement shall not become effective until executed by all parties hereto.

COUNTY OF HAYS


By: _____
Ruben Becerra, County Judge

Date Signed: _____

ATTEST:

By: _____

ARDURRA GROUP, INC

By:  _____
Chris Canonico, P.E. Principal

Date Signed: 3/3/22

ATTEST:


By:  _____
3/3/2022
Jeffrey E. Peters, PE Principal

EXHIBIT A

SERVICES AND SCOPE OF WORK EMERGENCY RENTAL ACTIVITIES GRANT MANAGEMENT ASSISTANCE

Management services that may include but are not limited to the following:

A. Introduction

Hays County (County) is soliciting for a qualified firm for Program Management Services for the Emergency Rental Assistance Program for Hays County citizens. The COVID-19 pandemic has created an unprecedented situation in the County which has negatively impacted many of its residents through the permanent or temporary loss of employment. The County has received funding from the U.S. Department of the Treasury to provide financial assistance in the form of rent & utility assistance to income eligible households that have been negatively impacted by the COVID-19 pandemic.

B. Background

Hays County has developed an online application for Hays County tenants, authorized tenant representatives and landlords to complete, as well as developed an electronic platform to manage the program.

Case Workers

Hays County currently employs two (2) full time case workers and two (2) part time case workers. The case workers verify that each application submitted by tenants, authorized tenant representatives, or landlords is complete and accurate. Case worker review includes:

- Review each ticket and compare the data provided by the tenant and landlord.
- Review the documentation uploaded under each ticket to ensure it is complete and all required documents have been received.
- Communicate in the system and by email or phone with applicants and landlords to request supplemental information or replacement documents.
- Once all required documents have been uploaded, the case workers promote the ticket to the Auditor for review.

Emergency Rental Assistance Electronic Platform

The Emergency Rental Assistance Electronic Platform utilizes an “open-source software”. (The software is free and is maintained and updated by individuals utilizing the software.) The software is a “Helpdesk

– Ticket software” and is called osTicket. Documentation for the software and more information can be found at <http://osticket.com>.

Current Procedure

- Client creates an account at era.co.hays.tx.us

- Client submits a ticket
- The initial ticket for support is the Hays County Emergency Rental Assistance application
- Any additional tickets are submitted under Additional Assistance Request
- The case workers review the tickets according to the checklist approved by the Hays County Commissioners Court, which follows U.S. Treasury Guidelines
- After all required documents are uploaded to the ticket, the case workers complete their report and submit the ticket to the Auditor's Office for review and payment.
- The Auditor's Office performs final review to ensure they have required documents to issue payment. If the ERA packet has all the documents a check will be issued. If documents are missing or incomplete, the tickets are returned to the case workers for corrections.

C. Scope of Work

The awarded firm will act as the Program Manager, who will be responsible for providing the following services:

- Follow guidelines established by the Hays County Commissioners Court, further governed by the U.S. Department of the Treasury federal guidelines and State and Local Statutes.
- Ensure Hays County renters, and landlords are educated about the program, understand the assistance available and how to access funding.
- Accept applications on a confidential basis, through the Hays County established program.
- Oversee case workers and ensure they are performing within program guidelines.
- Provide assistance in completing applications by phone, online, and potentially at a drive-up event.
- Provide translation services to applicants as necessary.
- Fully accommodate those with a disability or in need of some reasonable accommodations.
- Determine household eligibility, inclusive of the applicant being non responsive, and verification of landlord ownership.
- Obtain all required documents from applicants prior to sending to Auditor's office for processing.
- Obtain W-9 forms for the landlords & utility providers.
- Promote completed tickets/applications & required documentation to the Auditor's office for review and check processing.

GRANT MANAGEMENT SERVICES

1.1 Grant Management

The GRANT MANAGER is to provide assistance and support for Emergency Rental Assistance Program grants management and administration as needed to exhaust the current funds in the Program. The GRANT MANAGER shall work closely and collaborate with County to provide for proper use and application of federal funds. The GRANT MANAGER will provide technical knowledge and experience, proven business processes, and policy strategies. In order to develop and implement the framework of grant activities, The GRANT MANAGER will perform services and work necessary to complete these activities on a work authorization basis.

The GRANT MANAGER will perform services and work necessary to complete the following objectives and tasks:

Scope of Services:

Follow guidelines established by the Hays County Commissioners Court, further governed by the U.S. Department of the Treasury federal guidelines and State and Local Statutes.

Ensure Hays County renters, and landlords are educated about the program, understand the assistance available and how to access funding.

Accept applications on a confidential basis, through the Hays County established program.

Oversee case workers and ensure they are performing within program guidelines.

Provide assistance in completing applications by phone, online, and potentially at a drive-up event.

Provide translation services to applicants as necessary.

Fully accommodate those with a disability or in need of some reasonable accommodations.

Determine household eligibility, inclusive of the applicant being nonresponsive, and verification of landlord ownership.

Obtain all required documents from applicants prior to sending to Auditor's office for processing.

Obtain W-9 forms for the landlords & utility providers.

Promote completed tickets/applications & required documentation to the Auditor's office for review and check processing

1.2 Policy Support

The GRANT MANAGER shall provide support to the COUNTY on all relative grant policies, including but not limited to providing the COUNTY with any changes in policies, procedures, processes, or deadlines throughout the Program process.

1.3 Work Authorizations

All work shall be approved through separate work authorizations. Each work authorization shall be provided its own separate defined scope of services, budgetary limit and schedule.

2.0 COMPENSATION:

Payments to GRANT MANAGER shall be based on a per-application processing fee. All applications processed to the point of funding shall qualify Grant Manager to be paid \$192.50 per application. The Not-to-Exceed Compensation Cap of \$425,000 may be amended based on mutual written agreement of both parties



EXHIBIT B

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

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

None

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Ardurra Group, Inc

Name of Vendor



Signature of Certifying Official

Principal

Title of Certifying Official

Chris Canonico

Printed Name of Certifying Official

3/3/2022

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grand- parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

Appendix C

Required Federal Contract Clauses & Requirements

2 C.F.R. Part 200, Required Contract Clauses

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) § 200.322 Procurement of recovered materials—A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent

with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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 Information Technology Department to purchase Laptops and Accessories for the Justice of the Peace Pct. 1-1, 1-2 and 3 Offices and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$20,458

LINE ITEM NUMBER

JP Technology Fund

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill	INGALSBE	SHELL

SUMMARY

The technology upgrade will allow the Justice of the Peace and Staff to use laptops as their primary computer allowing a smooth transition from desk, courtroom, training, and meetings. The technology will also allow the Judge's to conduct Zoom hearings, zoom meetings and training as required. The existing equipment will be removed and utilized in IT as loaners. Funds are available within the JP Technology Fund for this request.

JP 1-1:

\$7,244- 5 Laptops w/docking for Judge and 4 staff members, 2 docks for Courtroom

JP 1-2:

\$6,902 - 5 Laptops w/docking for Judge and 4 staff members

\$ 360 - 3 Logitech Webcams and USB Speakerphones - 1 Courtroom and 2 Judges Office

JP 3:

\$4,899 - 3 Laptops w/docking for 3 staff members, 2 docks for Courtroom and 1 Judges Office

\$1,053 - TV w/accessories and mounting for Courtroom

Attachments: Dell Technologies & Amazon Business Quotes



A quote for your consideration

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

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

Quote No.	3000112896378.1	Sales Rep	Chris Minchew
Total	\$7,243.33	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	Feb. 22, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Mar. 24, 2022		HAYS COUNTY - AUDITORS
	Texas Department of		712 S STAGECOACH TRL STE 1071
Contract Name	Information Resources (TX DIR)		SAN MARCOS, TX 78666-6247
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Solution ID	.		
Deal ID	23048855		

Message from your Sales Rep

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

Regards,
Chris Minchew

Shipping Group

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

Product	Unit Price	Quantity	Subtotal
Targus Citylite Laptop Case	\$41.27	5	\$206.35
Dell Dock- WD19S 90w Power Delivery - 130w AC	\$170.79	7	\$1,195.53
Dell Latitude 5520	\$1,168.29	5	\$5,841.45

Subtotal:	\$7,243.33
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$7,243.33
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$7,243.33
---------------	-------------------



A quote for your consideration

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

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

Quote No.	3000112896824.1	Sales Rep	Chris Minchew
Total	\$6,901.75	Phone	(800) 456-3355, 6180234
Customer #	9657350	Email	Chris_Minchew@Dell.com
Quoted On	Feb. 22, 2022	Billing To	ACCOUNTS PAYABLE
Expires by	Mar. 24, 2022		HAYS COUNTY - AUDITORS
	Texas Department of		712 S STAGECOACH TRL STE 1071
Contract Name	Information Resources (TX DIR)		SAN MARCOS, TX 78666-6247
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Solution ID	.		
Deal ID	23048855		

Message from your Sales Rep

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Regards,
Chris Minchew

Shipping Group

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

Product	Unit Price	Quantity	Subtotal
Targus Citylite Laptop Case	\$41.27	5	\$206.35
Dell Dock- WD19S 90w Power Delivery - 130w AC	\$170.79	5	\$853.95
Dell Latitude 5520	\$1,168.29	5	\$5,841.45

Subtotal:	\$6,901.75
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$6,901.75
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$6,901.75



Logitech C920x HD Pro Webcam, Full HD 1080p/30fps Video Calling, Clear Stereo Audio, HD Light Correction, Works with Skype, Zoom, FaceTime, Hangouts, PC/Mac/Laptop/Macbook/Tablet - Black

Visit the Logitech Store
★★★★★ 9,010 ratings | 270 answered questions

Amazon's Choice for "logitech c920x hd pro webcam"

Climate Pledge Friendly

Price: \$69.99 & FREE Returns

Don't forget to checkout with Pay by Invoice - with no interest or fees.

Available at a lower price from other sellers that may not offer free Prime shipping.

Product Packaging: With XSplit license

C920x/Litra Glow
\$129.98

With XSplit license
\$69.99

Buy new: \$69.99
& FREE Returns

FREE delivery Monday, March 7

Your recent order earned you **FREE delivery** on items shipped by Amazon. Order within 10 hrs and 58 mins.

Or fastest delivery Tomorrow, March 3. Order within 1 hr 1 min

Deliver to Informa... - San Marcos 78666

In Stock.

Qty: 3

Add to Cart



USB Speakerphone Microphone, Conference Speaker Omnidirectional Computer Mic, with 360° Voice Pickup, Touch-Sensor Buttons for Mute/unmute, Streaming, Call Speaker Skype, Webinar, Interview -(JV801)

Visit the JOUNIVO Store
★★★★★ 1,142 ratings | 57 answered questions

Amazon's Choice for "usb speakerphone microphone"

Was: \$49.99

Business Price ~ \$49.89 & FREE Returns

Buy more, 10 units
save more: \$47.89
Save 4%

400 units
\$42.41
Save 15% **LOWEST PRICE**

Clip Coupon & Save 5%

Terms

\$49.89

& FREE Returns

FREE delivery Monday, March 7

Your recent order earned you **FREE delivery** on items shipped by Amazon. Order within 10 hrs and 59 mins.

Or fastest delivery Tomorrow, March 3. Order within 1 hr 3 mins

Deliver to Informa... - San Marcos 78666

In Stock.

Quantity: 3

Buying in bulk?



A quote for your consideration

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

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

Quote No.	3000112897230.1	Sales Xep	Chris Dinchew
Total	\$4,898.42	Phone)E001I 5623355, 6- E0F3I
Customer #	9657350	4 mail	Chris_Dinchew@Rell.com
PQ Oumber	F0FF2000030E	Billing To	ACCQUOTS PAYABL4
x uoted Qn	Meb. FF, F0FF		HAYS CQUOTY 2AUR(TQXS
4 Npires by	Dar. FI , F0FF		7- F S STAG4CQACH TXL ST4 - 07-
	TeNas Repartment of		SAO DAXCQS, T8 7E66626FI 7
Contract Oame	(nformation Xesources)T8		
	R(X1		
Contract Code	C000000006EI -		
Customer Agreement #	T8 R(X2TSQ23763		
Solution (R	.		
Real (R	F30I EE55		

Message from your Sales Rep

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

Xegards,
Chris Dinchew

Shipping Group

Shipping To	Shipping Method
(OMQXDAT(QO T4 CHOQLQGY HAYS CQUOTY 7- F SQUTH STAG4CQACH TXA(L ST4. - F06 SAO DAXCQS, T8 7E666)5- F13932FEI 5	Standard Relivery

Product	Unit Price	Quantity	Subtotal
Targus Citylite Laptop Case	\$41.27	3	\$123.81
Dell Dock- WD19S 90w Power Delivery - 130w AC	\$170.79	6	\$1,024.74
Dell Latitude 5520	\$1,168.29	3	\$3,504.87

Dell 27 Monitor - P2722H, 68.6cm (27")	\$245.00	1	\$245.00
			<hr/>
Subtotal:			\$4,898.42
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$4,898.42
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
			<hr/>
Total:			\$4,898.42



Dell OptiPlex 3040 Micro Business Desktop PC, Intel Quad Core i5-6500T up to 3.1GHz, 8G DDR3L, 256G SSD, WiFi, BT 4.0, Windows 10 Pro 64 Bit-Multi-Language Supports English/Spanish/French(Renewed)

Visit the Amazon Renewed Store

★★★★☆ 53 ratings | 9 answered questions

Was: \$245.00

Business Price **\$225.31**

You Save: \$19.69 (8%)

Buy more, save more: 5 units

\$223.04 LOWEST PRICE

Save 8%

Don't forget to checkout with Pay by Invoice - with no interest or fees.

Product works and looks like new. Backed by the 90-day Amazon Renewed Guarantee.

- This pre-owned product has been professionally inspected, tested and cleaned by Amazon-qualified suppliers.
- There will be no visible cosmetic imperfections when held at an arm's length.
- Products with batteries will exceed 80% capacity relative to new.
- Accessories may not be original, but will be compatible and fully functional. Product may come in generic box.
- This product is eligible for a replacement or refund within 90 days of receipt if you are not satisfied under the Amazon Renewed Guarantee. [See terms here.](#)

USB Speakerphone Microphone, Conference Speaker Omnidirectional Computer Mic, with 360° Voice Pickup, Touch-Sensor Buttons for Mute/unmute, Streaming, Call Speaker Skype, Webinar, Interview -(JV801)

Visit the JOUNIVO Store

★★★★☆ 1,142 ratings | 57 answered questions

Amazon's Choice for "computer speakers with microphone"

Was: \$49.99

Business Price **\$49.89** & FREE Returns

Buy more, save more: 10 units

\$47.89

Save 4%

400 units

\$42.41

Save 15%

Clip Coupon & Save 5%

Terms

Plug & Play Easy to Use

- ✓ 360° Omni-directional
- ✓ Dual-capsule Microphone
- ✓ Built-in Speaker
- ✓ Mute Button
- ✓ Volume Control
- ✓ LED Indicator



SAMSUNG 55-Inch Class Crystal UHD AU8000 Series - 4K UHD HDR Smart TV with Alexa Built-in (UN55AU8000FXZA, 2021 Model)

Visit the SAMSUNG Store

★★★★☆ 6,208 ratings | 846 answered questions

Amazon's Choice for "samsung tv"

List Price: \$499.99

Business Price **\$494.99** & FREE Returns

You Save: \$5.00 (1%)

Don't forget to checkout with Pay by Invoice - with no interest or fees.

Available at a lower price from other sellers that may not offer free Prime shipping.

Size: 55 in

43 in

50 in

55 in

65 in

75 in

85 in

Style: TV Only

365



Share

\$225.31

FREE delivery March 8 - 11. Details

Deliver to Informa... - San Marcos 78666

In Stock.

Quantity: 1

Buying in bulk?

Add to Cart

Secure transaction

Ships from and sold by MST MEMORY SOLUTION INC..

Add a Protection Plan:

- ☐ 4-Year Protection for \$39.99
- ☐ 3-Year Protection for \$27.99
- ☐ 2-Year Protection for \$13.99

Add an Accessory:

- ☐ Microsoft 365 Family | Premium Office Apps | Up...

\$49.89

& FREE Returns

FREE delivery Monday, March 7

Your recent order earned you **FREE delivery** on items shipped by Amazon. Order within 11 hrs and 48 mins

Or fastest delivery **Tomorrow, March 3.** Order within 1 hr 52 mins

Deliver to Informa... - San Marcos 78666

In Stock.

Quantity: 1

Buying in bulk?

Share

Buy new: \$494.99

& FREE Returns

FREE delivery Tuesday, March 8

Your recent order earned you **FREE delivery** on items shipped by Amazon. Order within 11 hrs and 50 mins

Or fastest delivery **Monday, March 7.** Order within 4 hrs 8 mins

Deliver to Informa... - San Marcos 78666

See delivery and professional service options



APC UPS 1500VA UPS Battery Backup and Surge Protector, BX1500M Backup Battery Power Supply, AVR, Dataline Protection

Visit the APC Store

★★★★★ 8,808 ratings | 574 answered questions

Amazon's Choice for "1500va ups"

List Price: \$179.99

Business Price: **\$171.98**

You Save: \$8.01 (4%)

Don't forget to checkout with Pay by Invoice - with no interest or fees.

Available at a lower price from other sellers that may not offer free Prime shipping.

Size: 1500VA

1000VA \$139.00	1500VA \$171.98	1500VA + 600VA \$247.98	1500VA + 850VA \$288.98
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Share    

\$171.98

FREE delivery March 7 - 9. [Details](#)

📍 Deliver to Informa... - San Marcos 78666

Only 20 left in stock - order soon.

Qty: 1

Add to Cart

🔒 Secure transaction

Ships from and sold by HiTouch Business Services.

Add an Accessory:

☐ SonicWall TZ370 **\$409.00**

[Back to results](#)



Logitech C920x HD Pro Webcam, Full HD 1080p/30fps Video Calling, Clear Stereo Audio, HD Light Correction, Works with Skype, Zoom, FaceTime, Hangouts, PC/Mac/Laptop/Macbook/Tablet - Black

Visit the Logitech Store

★★★★★ 9,010 ratings | 270 answered questions

Amazon's Choice for "logitech c920s hd pro webcam"

🌱 Climate Pledge Friendly

Price: **\$69.99** & **FREE Returns**

Don't forget to checkout with Pay by Invoice - with no interest or fees.

Available at a lower price from other sellers that may not offer free Prime shipping.

Product Packaging: **With XSplit license**

C920x/Litra Glow \$129.98	With XSplit license \$69.99
------------------------------	---------------------------------------

🔴 Buy new: **\$69.99**

& **FREE Returns**

FREE delivery **Monday, March 7**

Your recent order earned you **FREE delivery** on items shipped by Amazon. Order within 11 hrs and 42 mins

Or fastest delivery **Tomorrow, March 3**. Order within 1 hr 45 mins

📍 Deliver to Informa... - San Marcos 78666

In Stock.

Qty: 1

Add to Cart

🔒 Secure transaction



Mounting Dream TV Mount TV Wall Mount with Swivel and Tilt for Most 32-55 Inch TV, UL Listed Full Motion TV Mount with Articulating Dual Arms, Max VESA 400x400mm, 99 lbs. Loading, 16 inch Studs MD2380

Visit the Mounting Dream Store

★★★★★ 33,561 ratings | 1000+ answered questions

Amazon's Choice for "mounting dream tv mount tv wall mount md2380"

Price: \$43.99

Business Price: **\$43.49** & **FREE Returns**

You Save: \$0.50 (1%)

Don't forget to checkout with Pay by Invoice - with no interest or fees.

Extra Savings Promotion Available. 1 Applicable Promotion

TV wall mounting options: [Get expert TV wall mounting Details](#)

Share    

\$43.49

& **FREE Returns**

FREE delivery **Monday, March 7**

Your recent order earned you **FREE delivery** on items shipped by Amazon. Order within 11 hrs and 46 mins

Or fastest delivery **Friday, March 4**. Order within 4 hrs 4 mins

📍 Deliver to Informa... - San Marcos 78666

In Stock.

Buy more, get it as low as **\$41.32**

Quantity: 1

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Amend the District Attorney's operating budget in the amount of \$894.00 for increased cost associated with an XL-95P Portable Radio for the investigation division approved in the FY22 budget.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$894

LINE ITEM NUMBER

001-607-00.5715_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

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

SUMMARY

The Criminal District Attorney is requesting funds to be transferred from salary savings to communication equipment operating line item to purchase a handheld radio for an investigator. The current cost is \$3,546.42 and the approved amount for this purchase in FY22 budget was \$2,653.00. The CDA does not have enough funds available in their FY22 budget, therefore request the Court move funds from salary savings to fund the communication equipment.

Budget Amendment

\$894 Increase Communication Equipment Operating 001-607-00.5715_400

(\$894) Decrease Staff Salaries 001-607-00.5021

Attachment: LCRA Proposal Telecommunications Work Sheet



Proposal

Telecommunications Work Sheet

6641 E. Ben White Blvd., Austin TX 78744
 24 Hour Phone 1-877-527-2862 & Fax 1-512-356-6445
 Radio Shop Phone 1-512-730-6457 & Fax 1-512-482-6299
 Telecommunications

Customer:	HAYS COUNTY DA	Work Order #:	000000005754801
Address:	712 S. Stagecoach Trl., San Marcos, Texas 78666	*Date:	2/21/22

Pricing is valid for 30 days from the date of this Proposal.

Statement of Work: Hays County District Attorney: XL-95P Handheld

Purchase Order #: PO:

Comments: XL-95P 700/800 MHz Handheld

Material

TASK ID	Item	Description	Qty	Unit Cost	Line Cost
91090		XL-95P Portable, 700/800 MHz, System-Full Keypad, Black, P25 Trunking, Phase II TDMA, OTAP, 256 AES/64 DES Encr., Enc. Lite, Antenna, Qty 2-3100 mAH Li-Ion Battery, Desk Charger, Belt Clip, Lapel Mic, Holster w/Belt Loop, 2 Year Mfgr. Warranty	1	3,546.4110	3,546.4110
Material Sub Total:					\$3,546.41

Labor Total: \$0.00

Material Total: \$3,546.41

Job Total: \$3,546.41

This is not an invoice - Do not pay

If Proposal is accepted, work and equipment provided shall be subject to the Interlocal Cooperation Agreement for Mobile Radio Services and Equipment, or other applicable master agreement, between LCRA and Customer.

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 purchase of 4 Chip Scanners at \$400.00 each to be used at each Commissioner's Precinct Office to reunite lost pets with their owners and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	March 8, 2022	\$1,600

LINE ITEM NUMBER

Commissioner's budgets .5201

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

The County Judge would like to purchase chip scanners for precinct offices to promote a pet friendly environment and provide a space for Hays County Citizens to bring lost pets for scanning in an effort to reunite with owners. The Sheriff's Animal Control division provided an estimated cost of \$400 per unit. Funds will be moved to each Commissioners precinct budget for purchasing. Recommended funding source is County Wide contingencies.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to call for a public hearing on March 22, 2022 to reduce the current speed limit of 35 MPH to 25 MPH on Brangus Road and Nature View Loop in Rutherford West subdivision, per a recent traffic study.

ITEM TYPE

ACTION-ROADS

MEETING DATE

March 8, 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

In response to the results of a recent traffic study, there is a need to reduce the speed limit on Nature View Loop from 35 MPH to 25 MPH between Brangus Road and Rutherford Drive.

Brangus Rd & Nature View Loop (Rutherford West subd.)

Reduce existing 35 MPH speed limit to 25 MPH.

Legend

Nature View Loop

Brangus Road

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 Pape Dawson Engineers, Inc. to perform Construction Engineering & Inspection (CE&I) services for the Winters Mill Parkway at RM 3237 Safety Improvements project in Precinct 3; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 8, 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	SHELL	N/A

SUMMARY

The Winters Mill at RM 3237, CSJ 0805-04-031, Safety Improvements project has a Construction Letting Date in Spring 2022 and is to be advertised by County staff. TxDOT is preparing to release the Letter of Authority to the County for this project to go to construction. The County would like to begin negotiations with Pape-Dawson for construction engineering and inspection in hopes to have them under contract before construction begins.

Pape Dawson Engineers, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2018-P08 and has an On-Call contract for CE&I services approved June 30, 2020. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to approve the selection of Pape Dawson Engineers, Inc. to perform Construction Engineering & Inspection (CE&I) services for the RM 12 at RM 3237 Safety Improvements project in Precinct 3; and to authorize staff and counsel to negotiate a Work Authorization under their On-Call CE&I contract.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	March 8, 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	SHELL	N/A

SUMMARY

The RM 12 at RM 3237, CSJ 0285-03-059; 0805-04-030, Safety Improvements project has a Construction Letting Date in Spring 2022 and is to be advertised by County staff. TxDOT is preparing to release the Letter of Authority to the County for this project to go to construction. The County would like to begin negotiations with Pape-Dawson for construction engineering and inspection in hopes to have them under contract before construction begins.

Pape Dawson Engineers, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2018-P08 and has an On-Call contract for CE&I services approved June 30, 2020. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1840-PC; Call for a Public Hearing on March 22, 2022 to discuss possible approval of the Deer Run Estates, Lots 18 and 21, Replat.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SHELL

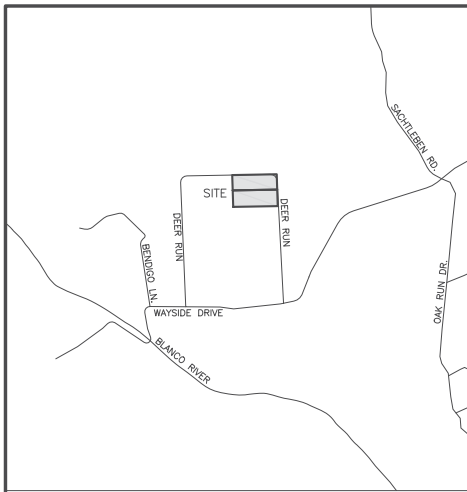
CO-SPONSOR

N/A

SUMMARY

Deer Run Estates is a recorded subdivision located along Wayside Drive and Deer Run road, both County maintained roadways in Precinct 3, and this subdivision lies in the fully unincorporated area of Hays County outside the Wimberley extraterritorial jurisdiction.

The proposed replat will create three (3) lots out of existing lots 18 and 21. Water utility will be provided by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.



VICINITY MAP - 1"=2000'

SURVEYOR'S NOTES

1. FENCES MEANDER.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0335F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
5. ACCORDING TO SCALING FROM TCEO MAPS NONE OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.
7. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
8. THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 AND 7.
9. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
10. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.
11. THESE LOTS ARE SUBJECT TO RESTRICTIONS RECORDED IN VOLUME 264, PAGE 363 OF THE HAYS COUNTY DEED RECORDS AND VOLUME 707, PAGE 716 OF THE HAYS COUNTY REAL PROPERTY RECORDS. 50' BUILDING SETBACK ALONG ROADS, 10' UTILITY EASEMENT ON ALL PROPERTY LINES.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, SEAN JOSEPH SUPON AND COURTNEY SUPON, OWNERS OF LOTS 18 AND 21, DEER RUN ESTATES, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED AUGUST 27, 2020, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 20038002 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS REPEAT OF LOTS 18 AND 21, DEER RUN ESTATES, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

SEAN JOSEPH SUPON, OWNER
301 DEER RUN
WIMBERLEY, TX. 78676

COURTNEY SUPON, OWNER
301 DEER RUN
WIMBERLEY, TX. 78676

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SEAN JOSEPH SUPON AND COURTNEY SUPON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN INSTRUMENT NUMBER _____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

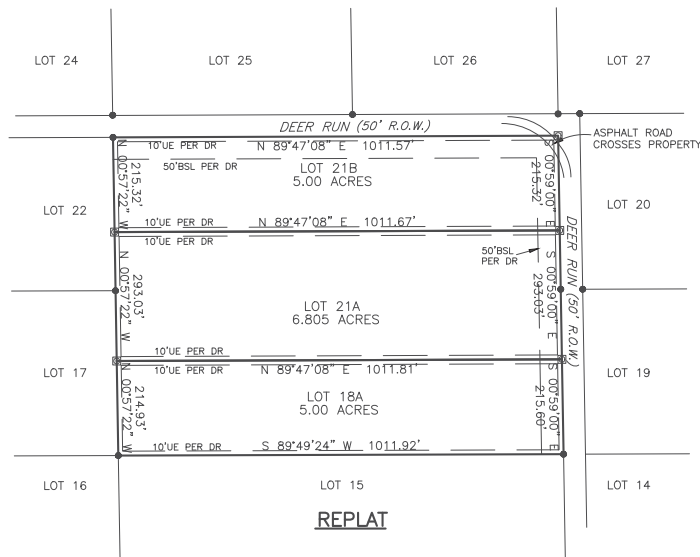
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____ AT ____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

- LEGEND**
- VOL** HAYS COUNTY
 - PG** PLAT RECORDS
 - 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
 - 1/2" IRON ROD FOUND OR DIAMETER NOTED
 - X WIRE FENCE
 - ohu UTILITY LINE, POLE AND GUY
 - BSL BUILDING SETBACK LINE
 - UE UTILITY EASEMENT
 - DR DEED RESTRICTIONS, SEE NOTE 11



EXISTING LOT CONFIGURATION



REPLAT

LOT SIZE CATEGORIES

TOTAL AREA = 16.805 AC.
TOTAL NUMBER OF LOTS = 3
AVERAGE LOT SIZE = 5,602 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 - 10 ACRES = 3
NUMBER OF LOTS 2 - 5 ACRES = 0
NUMBER OF LOTS 1 - 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOPERATIVE
WATER-INDIVIDUAL WATER WELLS
SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

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

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

DATE



REPLAT OF LOTS 18 AND 21, DEER RUN ESTATES, HAYS COUNTY, TEXAS

CLIENT: SUPON, FRANK
DATE: 7/14/2021
OFFICE: K. SMITH
CREW: K. SMITH, C. SMITH
FB/PG: 774/80
PLAT NO. 27950-21-c

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

PLN-1807-NP; Discussion and possible action to approve the final plat for Mount Gainor Estates subdivision.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Mount Gainor Estates is a proposed four (4) lot subdivision across 8 acres located off of Mt. Gainor Rd in Dripping Springs and in Precinct 3. This property lies in the fully unincorporated area of Hays County.

Water utility will be provided by individual private wells. Wastewater treatment will be accomplished by individual advanced on-site sewage facilities.



Hays County Commissioners Court Agenda Request

Meeting Date: March 8th, 2022

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco, Director of Development Services

Sponsoring Court Member: Commissioner Lon Shell

AGENDA ITEM LANGUAGE:

Discussion and possible action to approve the final plat for Mount Gainor Estates subdivision. (PLN-1807-NP)

BACKGROUND/SUMMARY OF REQUEST:

- A) Mount Gainor Estates is a proposed four (4) lot subdivision across 8 acres located off of Mt. Gainor Rd in Dripping Springs and in Precinct 3. This property lies in the fully unincorporated area of Hays County.
- B) Water utility will be provided by individual private wells. Wastewater treatment will be accomplished by individual advanced on-site sewage facilities.

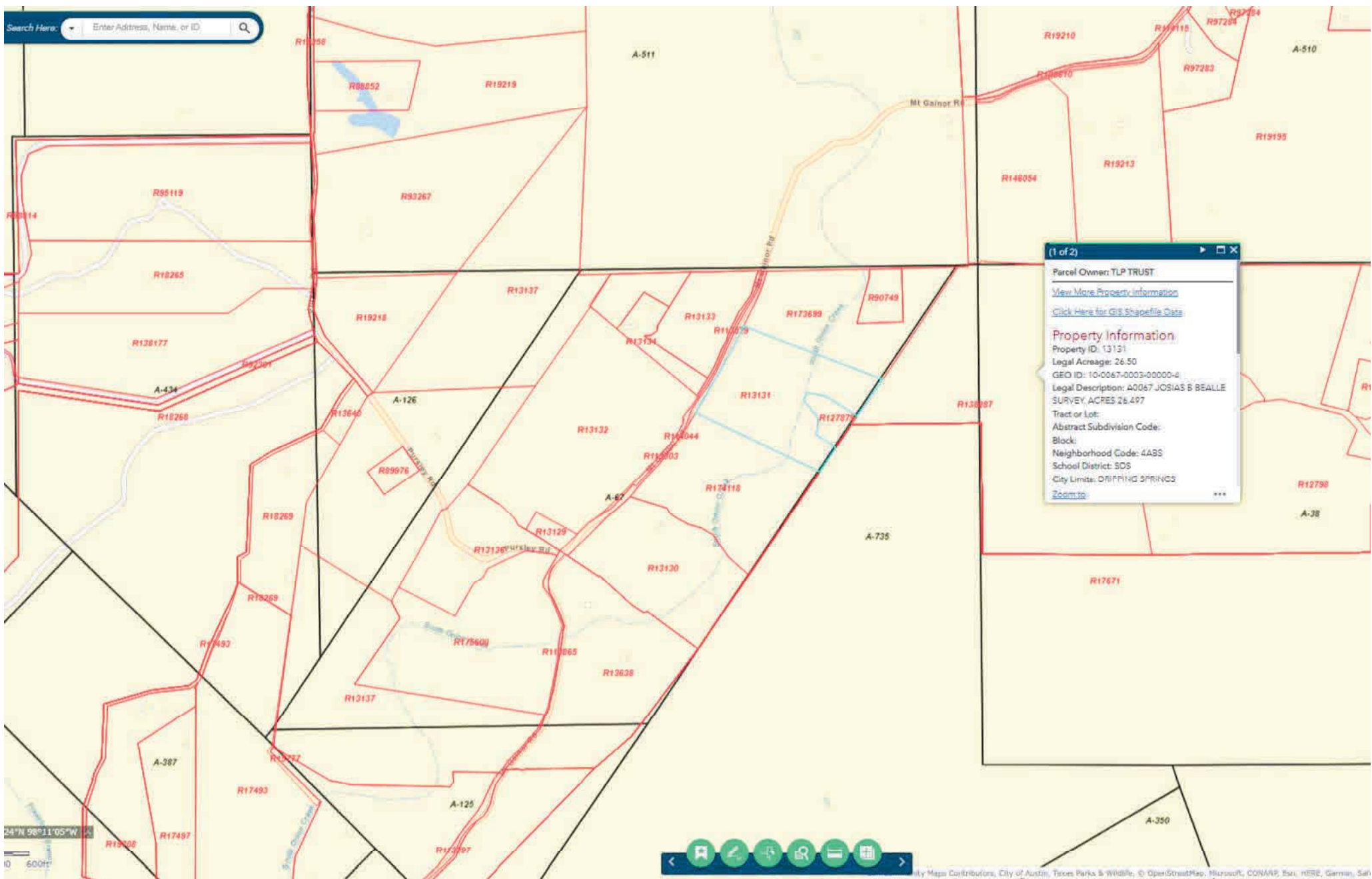
STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances and has full staff recommendation for approval.

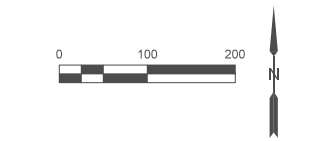
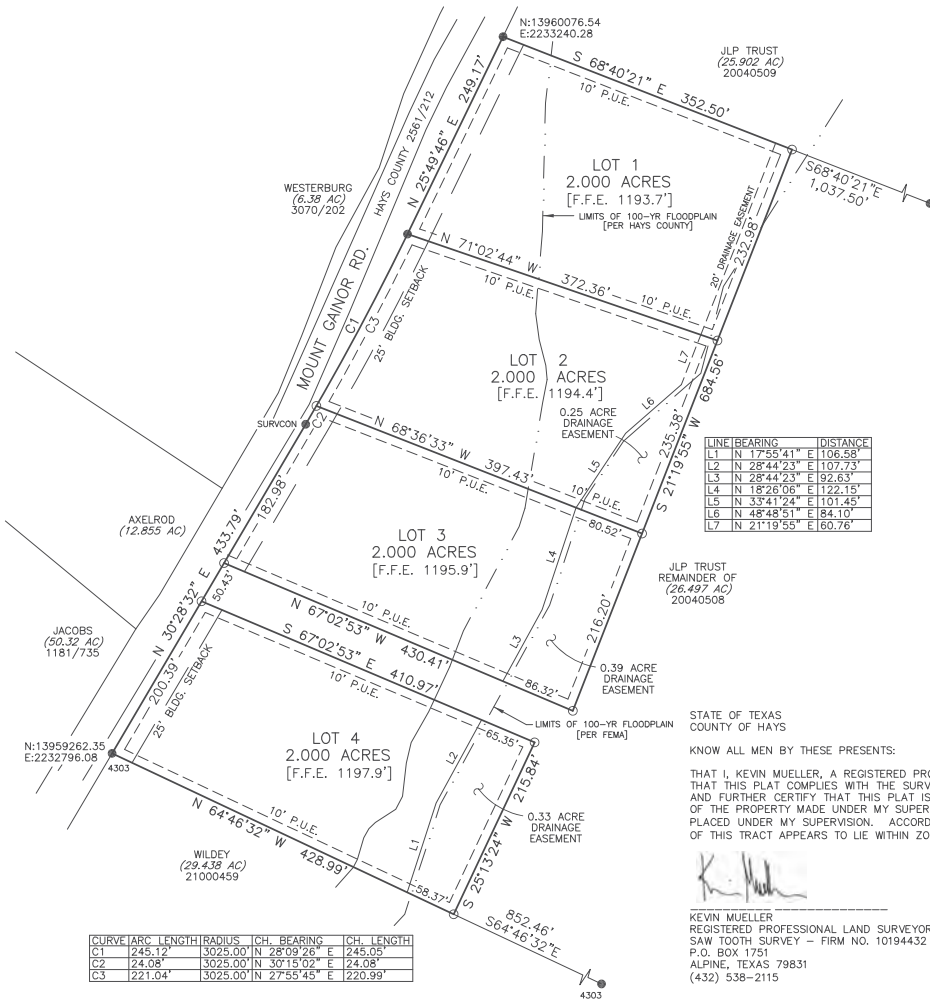
ATTACHMENTS/EXHIBITS:

Property Location Map

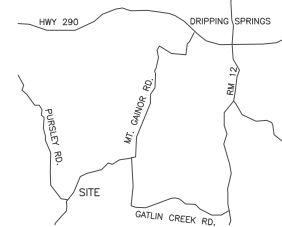
Subdivision Plat



MOUNT GAINOR ESTATES
A SUBDIVISION IN HAYS COUNTY, TEXAS



LEGEND
● IRON ROD FOUND [CAPPED AS NOTED]
○ CAPPED IRON ROD SET [5911]
() RECORD INFORMATION
F.F.E. FINISHED FLOOR ELEVATION
[PROVIDED BY HAYS COUNTY]
BEARING BASIS: TXSC - STATE PLANE



STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT I, KEVIN MUELLER, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DOES HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION. ACCORDING TO FEMA FIRM MAP PANEL 48209C0095F, DATED 9/2/2005, A PORTION OF THIS TRACT APPEARS TO LIE WITHIN ZONE A [BASE FLOOD ELEVATIONS HAVE NOT BEEN DETERMINED].

KEVIN MUELLER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5911
SAW TOOTH SURVEY - FIRM NO. 10194432
P.O. BOX 1751
ALPINE, TEXAS 79831
(432) 538-2115

1-5-2022
DATE



THE STATE OF TEXAS
THE COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

THAT JOHN LARRY PEEL, TRUSTEE OF THE 2011 JLP TRUST, OWNER OF THAT CERTAIN TRACT DESCRIBED IN DOCUMENT NO. 20040508, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY REPEAT SAID TRACT TO BE KNOWN AS:

MOUNT GAINOR ESTATES

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE ____ DAY OF _____ A.D., 2022

JOHN LARRY PEEL
TRUSTEE OF THE 2011 JLP TRUST
1006 MOPAC CIRCLE #201
AUSTIN, TX 78746

THE STATE OF TEXAS
THE COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND THEY ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____ A.D., 2022.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

FINAL PLAT NOTES:

1. THE PURPOSE OF THIS SUBDIVISION PLAT IS TO CREATE FOUR LOTS.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE. THIS PLAT LIES ENTIRELY WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.
3. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
4. WATER SERVICE WILL BE PROVIDED BY INDIVIDUAL GROUNDWATER WELLS.
5. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY ON-SITE SEWAGE FACILITIES.
6. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
7. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
8. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS AS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
9. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705.8.03.
10. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721.2.01.
11. THE PLAT IS LOCATED WITHIN HAYS COUNTY ESD NO. 1.
12. ALL LOTS WITHIN THIS PLAT ARE RESTRICTED TO ADVANCED ON-SITE SEWAGE FACILITIES ONLY.
13. THIS PLAT IS LOCATED WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

UNDER DEPARTMENT REGULATIONS, THE SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.

MARCUS PACHECO
DIRECTOR HAYS COUNTY DEVELOPMENT SERVICES

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

STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____ A.D. 2022, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER ____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____ A.D. 2022.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

THE STATE OF TEXAS
COUNTY OF HAYS

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ A.D. 2022, AT ____ O'CLOCK ____ M. IN THE PLAT OF RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS ____ DAY OF _____ A.D. 2022.

ELAINE H. CARDENAS
COUNTY CLERK
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

PLN-1810-NP; Discussion and possible action to approve the Preliminary Plan for the Flat Creek Reserve subdivision.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

MACHACEK

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

Flat Creek Reserve is a proposed eight (8) lot subdivision along Ledgerrock Road in Precinct 3 and lies in the fully unincorporated area of Hays County.

Water utility will be provided by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities. The owner is proposing to build one (1) publicly dedicated roadway within the development which will be built to applicable Hays County Standards.

PLAT NOTES:

1. NO CONSTRUCTION OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.
2. ALL LOTS WITHIN THIS SUBDIVISION SHALL BE CONSIDERED TO MEET THE COUNTY MINIMUM LOT BY AVERAGING. THE LOT SIZE AVERAGE OF THIS SUBDIVISION IS GREATER THAN 6 ACRES PER LOT.
3. NO LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO BE SUBDIVIDED, UNLESS REQUIRED BY LAW.
4. ALL LOTS WITHIN THIS SUBDIVISION ARE RESTRICTED TO SINGLE-FAMILY DEVELOPMENT.
5. ALL LOTS ARE PROHIBITED FROM TCEQ REGULATED DEVELOPMENT.
6. THE ENTIRETY OF THIS SUBDIVISION DOES LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
7. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY SPECIAL FLOOD HAZARD AREA AS DELINEATED ON FEMA HAYS COUNTY FIRM 48209C0220F, DATED SEPTEMBER 2, 2005.
8. EACH LOT WILL PROVIDE POTABLE WATER THROUGH A PRIVATE WELL OR OTHER APPROVED METHOD.
9. EACH LOT WILL PROVIDE AN OSSF FOR PRIVATE WASTEWATER TREATMENT.
10. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
11. NO PARKLAND WILL BE DEDICATED BY MEANS OF THIS PLAT.
12. THE BASIS OF BEARINGS IS GRID NORTH FOR THE TEXAS CENTRAL STATE PLANE COORDINATES NAD 83.
13. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY ISD.
14. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY HAYS CO. ESD #7.
15. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY FIRE HAYS CO. ESD#3.
16. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE HAYS TRINITY CDD.
17. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.
18. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
19. THE ROADWAY ESTABLISHED BY THIS PLAT SHALL BE DEDICATED TO THE PUBLIC.
20. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
21. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
22. POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
23. POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS.

PLAT INFORMATION:

TOTAL AREA = 53.0 AC.
 NUMBER OF LOTS = 8
 NUMBER OF LOTS 10 ACRES OR LARGER = 0
 NUMBER OF LOTS 5 ACRES TO 10 ACRES = 8
 NUMBER OF LOTS SMALLER THAN 5 ACRES = 0

ROADWAYS:

FLAT CREEK TRAIL IS A 50' ROW AND IS CLASSIFIED AS A COUNTRY LANE ROADWAY WITH AN OVERALL LENGTH OF 1,475 LF.

STATE OF TEXAS
 COUNTY OF HAYS

I, TRAVIS A. ROBINSON, A PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY SPECIAL FLOOD HAZARD AREA AS DELINEATED ON FEMA HAYS COUNTY FIRM 48209C0220F, DATED SEPTEMBER 2, 2005.

TRAVIS A. ROBINSON, PE NO 114513
 OPTIMIZED ENGINEERING, LLC
 5401 SOUTH FM, STE 170 #467
 KYLE, TX 78640

STATE OF TEXAS
 COUNTY OF HAYS

I, DAVID WILLIAMSON, A REGISTERED PROFESSIONAL LAND SURVEYOR, AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROCESSION OF LAND SURVEYING, DO HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED PORTIONS OF TITLE 25, IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND WAS PREPARED FROM AN ON THE GROUND SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION DURING JANUARY 2021.

BYRN & ASSOCIATES, INC.
 PO BOX 1433
 SAN MARCOS, TEXAS 78667
 DAVID WILLIAMSON, RPLS NO 4190
 512-396-2270

OWNER: BAR W, DEVELOPMENTS, LLC
 13501 RANCH RD 12, STE. 103
 WIMBERLEY, TX, 78676

ACREAGE: 53.0
 PATENT SURVEY: GRANVILLE MILLS SURVEY
 NUMBER OF BLOCKS: 1
 LINEAR FEET OF NEW STREET: 1,475 LF
 NUMBER OF LOTS: 8

SURVEYOR: BYRN & ASSOCIATES, INC.
 PO BOX 1433
 SAN MARCOS, TEXAS 78667
 DAVID WILLIAMSON, RPLS NO 4190
 512-396-2270

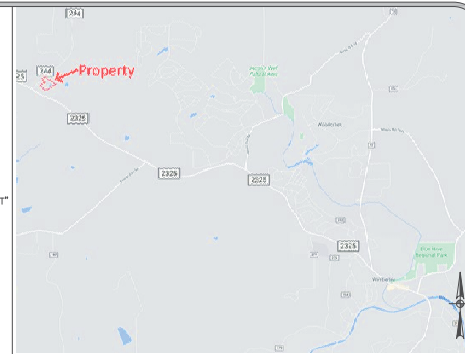
ENGINEER: OPTIMIZED ENGINEERING
 5401 S FM 1626, STE 170 #467
 KYLE, TEXAS 78640
 TRAVIS A. ROBINSON, P.E. 114513
 TSPE FIRM NO. F-15307
 (512)887-3191

ELECTRICAL PROVIDER: PEDERNALES ELEC. CO-OP
 WATER PROVIDER: PRIVATE ON-SITE WATER WELL
 SANITARY SEWER PROVIDER: PRIVATE ON-SITE OSSF

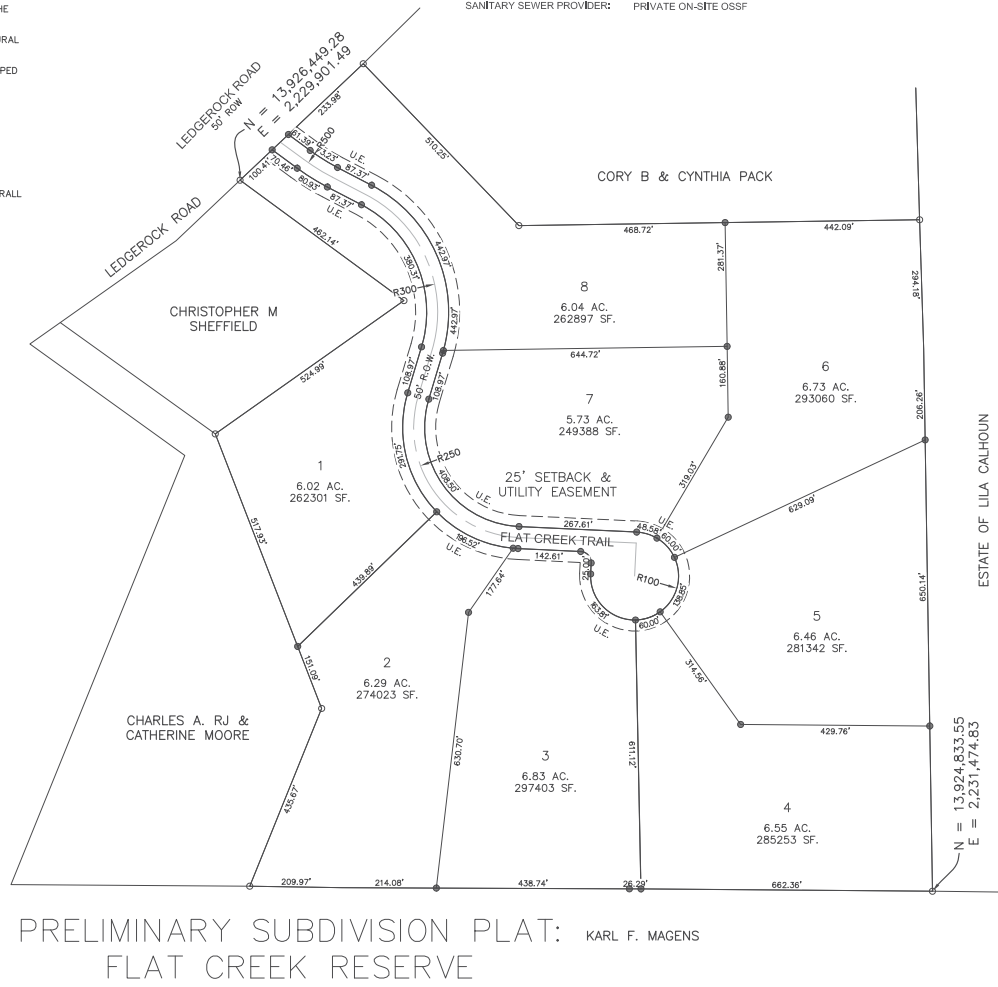


LEGEND:

- = FND 1/2" IRON PIN
- = SET 1/2" IRON PIN W/ PLASTIC CAP STAMPED "HMT"
- B.L. = BUILDING SETBACK LINE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- R.O.W. = RIGHT-OF-WAY
- M.P.R.H.C.T. = MAP AND PLAT RECORDS, HAYS COUNTY, TEXAS
- O.P.R.H.C.T. = OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS



LOCATION MAP
 NOT TO SCALE



PRELIMINARY SUBDIVISION PLAT: FLAT CREEK RESERVE HAYS COUNTY, TEXAS

BEING 53.0 ACRES OF LAND, MORE OR LESS, OUT OF THE GRANVILLE MILLS SURVEY NO. 115, HAYS COUNTY, TEXAS, BEING A PORTION OF TRACTS 45-55, "LEDGEROCK", SAID 53.0 ACRES BEING A PORTION OF THAT TRACT CALLED 68.136, AS RECORDED IN VOLUME 1334, PAGE 711, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, BEING OUT OF THE TRACT OF LAND CALLED 605.52 ACRES, AS RECORDED IN VOLUME 294, PAGE 370, DEED RECORDS, HAYS COUNTY, TEXAS.

OWNER'S CERTIFICATION

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HAYS

THAT WE, MATT T. KRUIE, LAUREN K. KRUIE, MICHELLE GERMAN, & DANNY GERMAN, THE MEMBERS OF BAR W DEVELOPMENTS LLC, WHICH IS THE OWNER OF THAT CERTAIN 53.0 ACRE TRACT OF LAND OUT OF THE GRANVILLE MILLS SURVEY NO. 115, HAYS COUNTY, TEXAS, BEING A PORTION OF TRACTS 45-55, "LEDGEROCK", SAID 53.0 ACRES BEING A PORTION OF THAT TRACT CALLED 68.136, AS RECORDED IN VOLUME 1334, PAGE 711, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, BEING OUT OF THE TRACT OF LAND CALLED 605.52 ACRES, AS RECORDED IN VOLUME 294, PAGE 370, DEED RECORDS, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 53.0 ACRES IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT SHOWN HEREON, PURSUANT TO CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE, TO BE KNOWN AS:

"FLAT CREEK RESERVE"

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE ____DAY OF _____, A.D. _____

MATT T. KRUIE - MEMBER
13501 RANCH ROAD 12, STE 103
WIMBERLEY, TEXAS 78676

NOTARY'S CERTIFICATION

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MATT T. KRUIE, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME IN SAID CAPACITY, FOR THE PURPOSES AND CONSIDERATIONS EXPRESSED THEREIN:

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A.D. _____

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

LAUREN K. KRUIE - MEMBER
13501 RANCH ROAD 12, STE 103
WIMBERLEY, TEXAS 78676

NOTARY'S CERTIFICATION

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LAUREN K. KRUIE, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND SHE DID ACKNOWLEDGE TO ME THAT SHE EXECUTED THE SAME IN SAID CAPACITY, FOR THE PURPOSES AND CONSIDERATIONS EXPRESSED THEREIN:

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A.D. _____

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

DANIEL E. GERMAN - MEMBER
13501 RANCH ROAD 12, STE 103
WIMBERLEY, TEXAS 78676

NOTARY'S CERTIFICATION

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DANIEL E. GERMAN, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND HE DID ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME IN SAID CAPACITY, FOR THE PURPOSES AND CONSIDERATIONS EXPRESSED THEREIN:

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A.D. _____

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

MICHELLE K. GERMAN - MEMBER
13501 RANCH ROAD 12, STE 103
WIMBERLEY, TEXAS 78676

NOTARY'S CERTIFICATION

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHELLE K. GERMAN, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND SHE DID ACKNOWLEDGE TO ME THAT SHE EXECUTED THE SAME IN SAID CAPACITY, FOR THE PURPOSES AND CONSIDERATIONS EXPRESSED THEREIN:

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A.D. _____

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: _____

MY COMMISSION EXPIRES: _____

PRELIMINARY SUBDIVISION PLAT:
FLAT CREEK RESERVE

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

PLN-1647-NP; Discussion and possible action to approve final plat of Anthem Phase 1C-1 Subdivision.

ITEM TYPE

ACTION-SUBDIVISIONS

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

PACHECO

SPONSOR

JONES

CO-SPONSOR

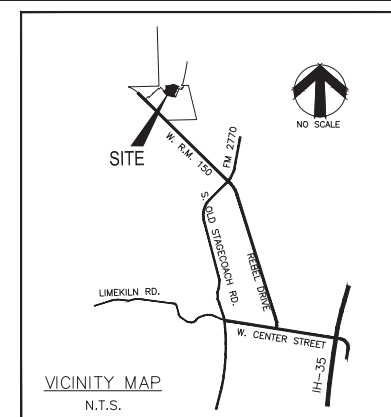
N/A

SUMMARY

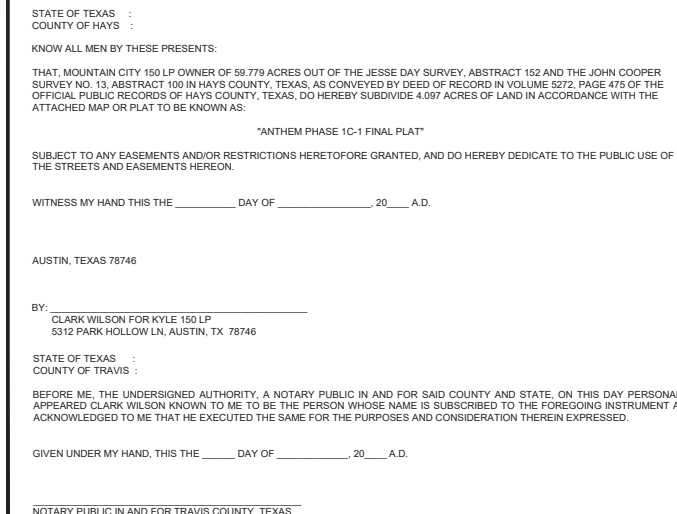
Anthem, Phase 1C-1 Subdivision is a proposed subdivision located off of FM 150 in Precinct 2.

This section includes 1 lot for an Amenity Center across 4.097 acres.

Water and wastewater service will be provided by City of Kyle.



TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE
COORDINATES:
N= 13921486.17
E= 2314866.42
ELEVATION = 866.51 NAVD88



**SHEET
1
OF 2**

THIS PLAT OF ANTHEM AMENITY CENTER, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF MOUNTAIN CITY, TEXAS IS HEREBY APPROVED BY SUCH COMMISSION.

THIS THE _____ DAY OF _____, 20__

BY:

CHAIRMAN

ATTEST:

ANTHEM PHASE 1C-C FINAL PLAT IS LOCATED ENTIRELY WITHIN THE BOUNDARIES AND SERVICE AREA OF THE CITY OF KYLE, TEXAS. WATER AND WASTEWATER SERVICE, AS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, WILL BE PROVIDED TO ALL LOTS REQUIRING SERVICE THROUGH THE CITY OF KYLE'S WATER AND WASTEWATER SYSTEM.

HARPER WILDER, PUBLIC WORKS DIRECTOR
CITY OF KYLE, TEXAS

DATE

BRANDON BRYSDON, PRESIDENT
ANTHEM M.U.D. NO. 1

DATE

SEWAGE DISPOSAL / INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE - APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON - SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

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

DATE

STATE OF TEXAS :
COUNTY OF HAYS :

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 20__ A.D., THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20__ A.D.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS :
COUNTY OF HAYS :

I, ELAINE HANSON CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20__ A.D. AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NO. _____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20__ A.D.

ELAINE HANSON CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY, ENTIRELY WITHIN THE BOUNDARY OF THE ANTHEM M.U.D. NO. 1.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
5. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOODPLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C 0270 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
7. LINEAR FOOTAGE OF STREET IMPROVEMENTS: 0 L.F.
8. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
9. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
10. GREENBELT DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
11. SIDEWALKS SHALL BE CONSTRUCTED ALONG AT LEAST ON SIDE OF EACH RESIDENTIAL STREET AND MAINTAINED BY ANTHEM MUD NO. 1.
12. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF MOUNTAIN CITY, TEXAS.
13. GAS IS PROVIDED BY CENTERPOINT ENERGY.
14. TELEPHONE/CABLE PROVIDED BY SPECTRUM
15. ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
16. THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
17. WASTEWATER SERVICES IS PROVIDED BY THE CITY OF KYLE, TEXAS (SEE NOTE ABOVE).
18. WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS
19. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE. COMMUNITY MAILBOXES SHALL HAVE A SEPARATE LIGHT/STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.
20. 15' UTILITY EASEMENTS SHALL BE LOCATED ALONG EACH SIDE OF DEDICATED RIGHT OF WAY.
21. FOR THE TWO (2), TEN (10), TWENTY-FIVE (25), AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPED CONDITION RUNOFF RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
22. THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD #5.
23. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE PHASING AGREEMENT APPROVED BY THE HAYS COUNTY COMMISSIONER'S COURT ON APRIL 4, 2017.
24. NO RESIDENTIAL LOT WITHIN ANTHEM SUBDIVISION SHALL BE PERMITTED DIRECT ACCESS TO W. RM150.
25. INGRESS AND EGRESS IS PROHIBITED FROM ANTHEM PARKWAY.
26. THE ANTHEM PHASE 1C-1 PROJECT AREA LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER AUTHORITY AND THE BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

PROJECT:	ANTHEM PHASE 1C-1
JOB NUMBER:	20001636
SURVEY DATE:	SEPTEMBER 2020
SCALE:	1" = 100'
SURVEYOR:	ROBERT J. GERTSON, RPLS 6367
TECHNICIAN:	AY
DRAWING:	
DESCRIPTION:	N/A
PARTY CHIEF:	
FIELDBOOKS:	Anthem #1



ATWELL
366.950.4200 www.atwell-group.com

805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE NO. 12242

**ANTHEM PHASE 1C-1
FINAL PLAT**

**SHEET
2
OF 2**

PLN-1647-NP

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to adopt an Order and approve polling locations for the May 7, 2022, Constitutional Amendment election.

ITEM TYPE

CONSENT

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Jennifer Doinoff

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

This election will be a Special Election called by the Governor to vote on two constitutional amendments passed by the Legislature in the second and third special session.

ORDER OF GENERAL ELECTION (ORDEN DE ELECCION GENERAL)

An election is hereby ordered to be held on **May 7, 2022**, in **Hays** County, Texas for the purpose of electing the following:

Constitutional Amendments

*(Por la presente se ordena que se lleve a cabo una elección el **día 7 de May, 2022**, en el Condado de **Hays**, Texas, con el propósito de elegir:*

Enmiendas a la Constitucion

On Election Day, voters may vote at any of the locations listed below under the Election Day column.
(El día de las elecciones, los votantes pueden votar en cualquiera de los lugares enumerados a continuación en la columna del día de las elecciones.)

For early voting, a voter may vote at any of the locations listed below under the Early Voting column:
(Para la votación anticipada, un votante puede votar en cualquiera de los lugares enumerados a continuación en la columna de Votación Temprana.)

Early Voting: Monday, April 25 — Tuesday, May 3, 2022

Monday, April 25 — Friday, April 29	7 am — 5 pm
Saturday, April 30	10 am — 2 pm
Monday, May 2 and Tuesday, May 3	7 am — 7 pm (main early voting site)
Monday, May 2 and Tuesday, May 3	7am — 5 pm (all other locations)

Election Day: Saturday, May 7, 2022

Saturday, May 7	7 am — 7 pm
-----------------	-------------

Jennifer Doinoff, Elections Administrator: (512) 393-7310

Early Voting	Election Day	<u>San Marcos</u>	
✓	✓	Broadway (1)	401 Broadway Street #A
✓	✓	Hays County Government Center (3) Main Early Voting Site – Conference Room	712 South Stagecoach Trail
✓	✓	Texas State University, LBJ Student Center (1)	601 University Drive
	✓	Dunbar Center (1)	801 Martin Luther King Drive
	✓	San Marcos Housing Authority / C.M. Allen Homes (1)	820 Sturgeon Drive
	✓	Stone Brook Senior Living (3)	300 South Stagecoach Trail
	✓	Hays County Yarrington Transportation (1)	2171 Yarrington Road
	E	<u>Kyle/Buda</u>	
✓	✓	HCISD Admin — Arnold Transportation Building (2)	21003 Interstate 35 Frontage Road, Kyle
	✓	McCormick Middle School (2)	5700 Dacy Lane, Buda
✓	✓	Buda City Hall – Classroom (4)	405 East Loop Street, Building 100
	✓	Wallace Middle School (3)	1500 West Center Street
	✓	Simon Middle School (1)	3839 East FM 150
	✓	Buda Upper Campus (4)	300 North San Marcos Street
	✓	Hays Hills Baptist Church (4) 387	1401 North FM 1626, Buda

✓	✓	Kyle City Hall (2)	100 West Center Street
<u>Wimberley</u>			
✓	✓	Wimberley Community Center (3)	14068 Ranch Road 12
<u>Dripping Springs and Austin</u>			
✓	✓	Dripping Springs City Hall (4)	511 West Mercer Street
	✓	Patriots Hall (4)	1 Patriots Way

Applications for ballot by mail shall be mailed to:
(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)
 Jennifer Doinoff
(Nombre del Secretario de la Votación Adelantada)
 712 S. Stagecoach Trail, Suite 1012
 San Marcos, Texas 78666

Applications for ballots by mail must be received no later than the close of business on:
April 26th, 2022
(Las solicitudes para boletas que se votaran adelantada por correo deberán recibirse no más tardar de las horas de negocio el:)
el día 26 de April 2022
 Federal postcard applications must be received no later than the close of business on:
April 26, 2022
(La tarjeta Federal de solicitud deberán recibirse no más tardar de las horas de negocio el:)
el día 26 de April 2022

Issued this the day of _____, 20 _____.
(Emitada este día _____ de _____, 20 _____.)
 Signature of County Judge *(Firma del Juez del Condado)*

 County Judge Ruben Becerra

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the execution of Amendment No. 4 to the Stop Loss Policy between Hays County and United Healthcare Insurance Company.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 8, 2022	n/a

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
S. Miller	BECERRA	N/A

SUMMARY

Amendment No. 4 sets forth the Schedule of Benefits for Specific Excess Loss Insurance and Aggregate Excess Loss Insurance between Hays County and United Healthcare for the benefit period of January 1, 2017 through December 31, 2022 and paid from January 1, 2022 through December 31, 2022. The Specific Excess Loss Premium is set for \$97.09 per subscriber per month for this time period. The Aggregate Excess Loss premium is set for \$7.36 per subscriber per month for this time period.

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-877-294-1429

AMENDMENT NO. 4

Amendment to be attached to and made a part of Group Policy No. GA-912772AL, issued by UnitedHealthcare Insurance Company (herein called "Company") to County of Hays (herein called "Policyholder").

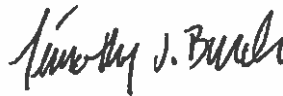
It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2022.

UnitedHealthcare Insurance Company



William J. Golden, President



Timothy J. Burch, Secretary

ACCEPTED BY: _____

Title: _____

Date: _____

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-877-294-1429

SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: County of Hays

Policy Number: GA-912772AL

Effective Date: January 1, 2022

Administrator: United HealthCare Services, Inc.

Coverage specified herein is applicable only during the Policy Period from January 1, 2022 through December 31, 2022, and is further subject to all terms and conditions of this Policy.

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from January 1, 2017 through December 31, 2022 and Paid from January 1, 2022 through December 31, 2022.

Specific Deductible per Covered Person: \$200,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: \$97.09 per subscriber per month

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from January 1, 2017 through December 31, 2022 and Paid from January 1, 2022 through December 31, 2022.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: \$1,000,000 per Policy Year

Minimum Annual Aggregate Deductible: \$15,279,651 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit:
\$200,000

Monthly Aggregate Factors: \$1,337.64 per subscriber

Aggregate Excess Loss Premium: \$7.36 per subscriber per month

The premium amount reflected above includes the following:

- Aggregate Accommodation Endorsement

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 Constable Precincts 2, 4 & 5 Offices to transfer \$884.00 each to the Sheriff's Office budget for the purchase of necessary tools and equipment to perform vehicle maintenance and repairs to Constable's Harley-Davidson motorcycle fleet and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 8, 2022	\$2,652

LINE ITEM NUMBER

Constable 2,4,5 & SO Vehicle Maintenance .5413

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY	SPONSOR	CO-SPONSOR
Constables Torres, Hood, Ellen	JONES	SHELL

SUMMARY

The Hays Co. Constables 2,4,5 Offices request the transfer of funds to aid in the purchase of tools and equipment (see attached backup) identified by the Sheriff's Vehicle Maintenance staff as necessary to perform maintenance and repairs to the Harley-Davidson's motorcycles. A review (see attached backup) of invoices from Harley-Davidson exclusive vendors indicates Hays County Vehicle Maintenance can perform "routine maintenance" at a significant cost-saving to the County. However, to provide this cost-saving benefit additional equipment/tools exclusive to Harley-Davidson's motorcycles are required.

Attachment: Proposed Tools Requested

Budget Amendment:

Decrease Constables 2,4,5 Vehicle Maintenance & Repair .5413 - (\$884 each)

Increase Sheriff's Office Vehicle Maintenance & Repair .5413 \$2,652

Proposed Tools Request for HC Vehicle Maintenance

Tool	Price
¼ drive torque wrench	\$ 165.00
3/8 drive torque wrench	\$ 209.35
½ drive torque wrench	\$ 100.98
Clutch adjuster nut tool	\$ 15.50
Belt tension gauge	\$ 27.50
6 inch digital caliper	\$ 32.00
1 inch machinist's dial indicator	\$ 21.50
Clamping dial indicator	\$ 36.99
Torque wrench adapter set	\$ 122.50
Motorcycle adapters (for the tire machine)	\$ 525.26
Small Caliper press	\$ 54.14
HD ¾ shaft adapter (for the wheel balancer)	\$ 466.00
HD SIA kit (for the scanner)	\$ 575.16
10pcs Torx bit	\$ 29.43
3/8 hex 12pcs set	\$ 43.23
HD axle nut torque adapter	\$ 73.25
Drain plug tool	\$ 10.35
Rear axle nut wrench	\$ 82.45
Wheel rim protectors set	\$ 42.58
Oil filter cap wrench	\$ 18.28

Total \$ 2,651.45

Budget Impact for the Constables w/a Traffic Unit:

Constable Pct. 2	\$ 883.82
Constable Pct. 4	\$ 883.82
Constable Pct. 5	\$ 883.82

\$ 2,651.46

Cowboy Harley-Davidson of Austin
 10917 IH-35 South
 Austin, TX 78747
 Phone: 512-448-4294

Repair Order

Due: \$640.12

Doc Number: 189998
 Service Writer: Zachary Been
 Date Printed: 04/15/2021
 Date In: 04/15/2021

HAYS COUNTY CONSTABLE PRECINCT
 195 ROGER HANKS PARKWAY
 DRIPPING SPRINGS, TX 78620

Customer Information

Work Phone: 512-393-2259
 Email: KIMBERLI.ANDREWS@CO.

Unit 2020 HD flhtp **Color:**
 VIN/Serial No:1HD1FMP16LB638995 **Plate:** **Odom/Hrs In:14,867 Out:14,867**

cust states diagnose check engine light on

Description:

Labor

Description	Technician	Hours	Total
		0	\$0.00
Labor Subtotal			\$0.00
Job Subtotal			\$0.00

perform 15 k syn 3 all 3 fluids

Description:

Parts

Part #	Qty	Description	Price	Discount	Total
62700296	1.00	FILTER,OIL,BLACK	\$13.95	(\$1.39)	\$12.56
17369-06	1.00	GASKET SERVICE KIT, 1K, 5	\$5.31	(\$0.53)	\$4.78
62600005	7.00	SYN3,1-QT,BTL	\$12.95	(\$1.29)	\$81.62
Parts Subtotal					\$98.96

Labor

Description	Technician	Hours	Total
15 k w all fluids	James Prosser	1.8	\$144.00
Labor Subtotal			\$144.00
Job Subtotal			\$242.96

cust states check rear brakes

Description:cust states pads seem ok but he can hear grinding

Parts

Part #	Qty	Description	Price	Discount	Total
41810-08B	1.00	BRAKE ROTOR,RR	\$139.04	(\$13.90)	\$125.14
43567-92	5.00	SCREW, PAN HEAD TORX, REA	\$1.62	(\$0.16)	\$7.30
41852-08B	1.00	BRAKEPAD & PIN KIT, RR CA	\$57.95	(\$5.79)	\$52.16
Parts Subtotal					\$184.60

Labor

Description	Technician	Hours	Total
		1.3	\$104.00
Labor Subtotal			\$104.00

Job Subtotal **\$288.60**

tech states brake fluid is %4 moisture

Description:

Parts

Part #	Qty	Description	Price	Discount	Total
41800770	1.00	BRAKE FLUID,DOT 4,PLATINUM,12	\$7.95	(\$0.79)	\$7.16
Parts Subtotal					\$7.16

Labor

Description	Technician	Hours	Total
		1	\$80.00
Labor Subtotal			\$80.00

Job Subtotal **\$87.16**

All Jobs Subtotal: **\$618.72**

Shop Supplies: **\$21.40**

Total: **\$640.12**

Less Deposits: **\$0.00**

Total Due: **\$640.12**

Unit information entered from scheduler:

Year: 0

Hours: 20000

Problem from scheduler:

3 hole fluid change asked twice if full service

check engine light on

.

.

KEYS/FOB (CIRCLE) NONE SADDLEBAG TOURPAK MIRROR IGNITION W/SHIELD POUCH FAIRING

Arrival Date: _____ Date Complete: _____

Safety Campaign Open: _____ Date/Time Called: _____

Warranty Exp: _____ Message: _____

REMOVED PARTS ARE AVAILABLE FOR PICK-UP. WILL BE THROWN AWAY IF LEFT MORE THAN 30 DAYS.

NOTICE: A SERVICE FEE OF \$5.00 PER DAY WILL BE CHARGED IF VEHICLE IS NOT PICKED UP WITHIN 15 DAYS OF NOTIFICATION OF COMPLETION.

DISCLAIMER OF WARRANTIES:

The seller, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

AUTHORIZATION OF REPAIRS:

I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume nor authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss of or damage to the above vehicle, or articles left therein, in case of fire, theft, or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

Signature: _____

Cowboy Harley-Davidson of Austin
10917 IH-35 South
Austin, TX 78747
Phone: 512-448-4294

Repair Order

Due: \$139.33

Doc Number: 186843
Service Writer: Jason Dominguez
Date Printed: 08/26/2020
Date In: 08/26/2020

HAYS COUNTY CONSTABLE PRECINT
195 ROGER HANKS PARKWAY
DRIPPING SPRINGS, TX 78620

Customer Information

Work Phone: 512-393-2259
Email: KIMBERLI.ANDREWS@CO.

Unit 2020 HD

Color:

VIN/Serial No: 1HD1FMP10LB638992

Plate:

Odom/Hrs In: 6,285 Out: 6,287

cs engine oil change

Description: CUST STATES PERFORM OIL CHANGE
CHECK BIKE

Resolution: oil change completed

Parts

Part #	Qty	Description	Price	Discount	Total
62600005	5.00	SYN3,1-QT,BTL	\$12.95	\$0.00	\$64.75
62700296	1.00	FILTER,OIL,BLACK	\$12.95	\$0.00	\$12.95
11105	1.00	O-RING	\$1.01	\$0.00	\$1.01
Parts Subtotal					\$78.71

Labor

Description	Technician	Hour	Total
cs engine oil change	Hsiao Chun Wen	0.5	\$57.50
Labor Subtotal			\$57.50
Job Subtotal			\$136.21

All Jobs Subtotal: \$136.21
Shop Supplies: \$2.88
Tax: \$0.24
Total: \$139.33
Less Deposits: \$0.00
Total Due: \$139.33

KEYS/FOB (CIRCLE) NONE SADDLEBAG TOURPAK MIRROR IGNITION WSHIELD POUCH FAIRING

Arrival Date: _____ Date Complete: _____
Safety Campaign Open: _____ Date/Time Called: _____
Warranty Exp: _____ Message: _____

REMOVED PARTS ARE AVAILABLE FOR PICK-UP. WILL BE THROWN AWAY IF LEFT MORE THAN 30 DAYS.

NOTICE: A SERVICE FEE OF \$5.00 PER DAY WILL BE CHARGED IF VEHICLE IS NOT PICKED UP WITHIN 15 DAYS OF NOTIFICATION OF COMPLETION.

Cowboy Harley-Davidson of Austin
10917 IH-35 South
Austin, TX 78747
Phone: 512-448-4294

Repair Order

Due: \$576.80

Doc Number: 192351
 Service Writer: Zachary Been
 Date Printed: 09/08/2021
 Date In: 09/08/2021

HAYS COUNTY CONSTABLE PRECINCT
195 ROGER HANKS PARKWAY
DRIPPING SPRINGS, TX 78620

Customer Information

Work Phone: 512-393-2259
 Email: KIMBERLIANDREWS@CO.

Unit 2020 HD FLHTP

Color:

VIN/Serial No:1HD1FMP10LB638992-

Plate:3391XY

Odom/Hrs In:22,671

Out:22,671

CUST STATES DIAGNOSE REAR BRAKE IS CHATTERING WHEN USING

Description:CUST STATES HAPPENS HOT OR COLD IF HE DID A CIRCLE AND USE REAR BRAKE YOU CAN HEAR IT

Labor

Description	Technician	Hours	Total
		0	\$0.00
Labor Subtotal			\$0.00
Job Subtotal			\$0.00

CUST STATES PERFORM 20 K SYN

Description:*CHECK FOR MAINTENANCE CONTRACT*

ADDITIONAL LABOR FOR SPOKED WHEELS - 0.5 EACH (20 & 80K ONLY)

ALL PARTS LISTED - DELETE OPTIONAL PARTS FROM JOB LINE.

*DOT 4 BRAKE FLUID HAS A 2 YEAR REPLACEMENT INTERVAL, WORST CASES OR BIKES THAT ARE 2 YEARS OLD AND OLDER MIGHT HAVE BRAKE FLUID MOISTURE CONTENT ABOVE 2% AND NEED THE BRAKE SYSTEM FLUSHED FOR AN ADDITIONAL CHARGE.

*SPARK PLUGS HAVE A 2 YEAR OR 30K MILE REPLACEMENT INTERVAL FOR AN ADDITIONAL CHARGE.

*COOLANT HAS A 3 YEAR OR 30K MILE REPLACEMENT INTERVAL FOR AN ADDITIONAL CHARGE.

*ALL WORK IS PERFORMED FOLLOWING HARLEY-DAVIDSON MAINTENANCE SCHEDULE AND TIMES.

Parts

Part #	Qty	Description	Price	Discount	Total
17369-06	1.00	GASKET SERVICE KIT, 1K, 5	\$5.31	(\$0.53)	\$4.78
62600005	7.00	SYN3,1-QT,BTL	\$12.95	(\$1.29)	\$81.62
63731-99A	1.00	OIL FILTER, BLACK SUPERPR	\$13.95	(\$1.39)	\$12.56
Parts Subtotal					\$98.96

Labor

Description	Technician	Hours	Total
CUSTOMER STATES PERFORM K SERVICE		2	\$160.00
Labor Subtotal			\$160.00
Job Subtotal			\$258.96

CUST STATES EVERY 15 CYCLES OF IGNITION THE CHECK ENGINE LIGHT WILL COME ON AFTER

Description:

Labor

Description	Technician	Hours	Total
		0	\$0.00

Labor Subtotal \$0.00

Job Subtotal \$0.00

TECH STATES CLUTCH FLUID AND BRAKE FLUID IS AT 4% MOISTURE AND NEEDS TO BE FLUSHED

Description:

Parts

Part #	Qty	Description	Price	Discount	Total
41800770	2.00	BRAKE FLUID,DOT 4,PLATINUM,12	\$7.95	(\$0.79)	\$14.32
Parts Subtotal					\$14.32

Labor

Description	Technician	Hours	Total
		2	\$160.00
Labor Subtotal			\$160.00
Job Subtotal			\$174.32

FRONT BRAKE PADS

Description:

Parts

Part #	Qty	Description	Price	Discount	Total
41854-08	2.00	BRAKE PAD KIT	\$51.95	(\$5.19)	\$93.52
Parts Subtotal					\$93.52

Labor

Description	Technician	Hours	Total
		0.5	\$40.00
Labor Subtotal			\$40.00
Job Subtotal			\$133.52

All Jobs Subtotal: \$566.80

Shop Supplies: \$10.00

Total: \$576.80

Less Deposits: \$0.00

Total Due: \$576.80

Problem from scheduler:
rear brake chattering
20k service

KEYS/FOB (CIRCLE) NONE SADDLEBAG TOURPAK MIRROR IGNITION W/SHIELD POUCH FAIRING

Arrival Date: _____ Date Complete: _____
Safety Campaign Open: _____ Date/Time Called: _____
Warranty Exp: _____ Message: _____

REMOVED PARTS ARE AVAILABLE FOR PICK-UP. WILL BE THROWN AWAY IF LEFT MORE THAN 30 DAYS.

NOTICE: A SERVICE FEE OF \$5.00 PER DAY WILL BE CHARGED IF VEHICLE IS NOT PICKED UP WITHIN 15 DAYS OF NOTIFICATION OF COMPLETION.

DISCLAIMER OF WARRANTIES:

The seller, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

AUTHORIZATION OF REPAIRS:

I hereby authorize the repair work herein set forth to be done by you, together with the furnishing by you of the necessary parts and other material for such repair, and agree: that you are not responsible for any delays caused by unavailability or delayed availability of parts or material for any reason; that you neither assume nor authorize any other person to assume for you any liability in connection with such repair; that you shall not be responsible for loss of or damage to the above vehicle, or articles left therein, in case of fire, theft, or other cause beyond your control; that an express mechanic's lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways, or elsewhere for the purpose of testing and/or inspecting such vehicle.

Signature: _____

ALL PARTS INSTALLED ARE NEW UNLESS SPECIFIED OTHERWISE

QUAN.	PART NO.	DESCRIPTION	SALE AMOUNT	
1	17369-06	Gas Kit - Oil		289
		Kit		
1	62700296	Oil Filter		998
4	54103	Motor Oil	855	3420

NAME *Constable PCT 4* DATE *2-10-22*

ADDRESS _____

CITY _____ PHONE WHEN READY? _____

YEAR *20* TYPE OR MODEL *Electra* MOTOR NO. *114CC* SERIAL NUMBER _____ LICENSE NUMBER *339 24Y* ODOMETER *25018*

OPER. NO. _____

REPAIR ORDER — LABOR INSTRUCTIONS

LUBRICATE ☐ CHANGE OIL ☐ FLUSH TRANS. ☐ FLUSH DIFF. ☐ WASH ☐ POLISH ☐ \$ _____

Change oil and filter

Change trans & primary fluid

RECEIVED
CONSTABLE PCT. 4

FEB 10 2022

HAYS COUNTY
DRIPPING SPRINGS, TEXAS

TOTAL PARTS

ESTIMATE AMOUNT	PARTS	LABOR
ADD'L AUTH. AMT.	TIME	BY
ADD'L AUTH. AMT.		
ADD'L AUTH. AMT.		
ESTIMATE TOTAL		

Unless otherwise provided by law, the seller (above named dealership) hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE, ALONG WITH NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE ABOVE VEHICLE FOR PURPOSES OF TESTING, INSPECTION OR DELIVERY AT MY RISK. AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. YOU WILL NOT BE HELD RESPONSIBLE FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, ACCIDENT OR ANY OTHER CAUSE BEYOND YOUR CONTROL.

AUTHORIZED BY

RECEIVED BY

GAL. GASOLINE @

QTS. OIL @

LBS. GREASE @

TOTAL GAS OIL GREASE

RETAIN PARTS ☐DESTROY PARTS ☐

TOTAL LABOR

TOTAL PARTS

GAS, OIL, GREASE

SPECIAL REPAIRS

ENVIRONMENTAL CHARGES

STATE TAX

TOTAL AMOUNT

78

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 2022 Sheriff & Constable Fees.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

0

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

Pursuant to Texas Local Government Code Section 118.131. The fees will need to be reviewed and/or updated on or before October 15. The fees need to be approved by the Commissioners Court.



**HAYS COUNTY, TEXAS
SHERIFF AND CONSTABLE FEES - 2022**

NOTICES:	
Subpoenas	75.00
Summons	75.00
Writ of Attachment	250.00
Writ of Garnishment	150.00
Writ of Sequestration	250.00
Orders of Sale	250.00
Forcible Detainer	75.00
Order of Retrieval	75.00
SERVICE FEES:	
Small Claims Citation	75.00
Justice Court Citation	75.00
All Other Courts' Citations	75.00
Writ of Possession/Re-entry/Restoration	250.00
Writ of Capias	250.00
Writs – All Other	250.00
OTHER SERVICE FEES:	
Writ of Execution	250.00
Notice of Trustee Sale	150.00
Show Cause Order	150.00
Temporary Restraining Order	150.00
Executing Bill of Sale	75.00
Posting Public Notice (each location)	50.00
Notice of Publication	75.00
Injunction	150.00
Precept	75.00
Precept or Writ or Court Order exceeding 2 hrs. an additional fee per hour, per officer	50.00 per hr per Deputy
Deed or Bill of Sale (each)	75.00
Deed or Bill of Sale issued and Recorded by County Clerk	30.00
Use of County Patrol Vehicles for Certain Functions (per hour-vehicle running and/or emergency equipment in use)	10.00
Use of County Patrol Vehicles for Certain Functions – Flat Fee (Vehicle on scene for presence and officer to have equipment – vehicle would not be running or the lights in use)	15.00
Delivery of Judgment	75.00
Tax Warrant	150.00
Execution Termination Fee	150.00

COMMISSION for collecting money on an **Execution or Order of Sale** when the same is made by a sale. Total Judgment amount to be broken down as follows:

For the first	\$10,000.00 = 10%
\$10,000.01 and	UP = 5%

When the money is collected **without a sale**, the fee shall be ½ of the above rates.

Adopted on this 8th day of March 2022, pursuant to Local Government Code §118.131

HAYS COUNTY COMMISSIONERS COURT

ATTEST:

Ruben Becerra, County Judge

Elaine Cardenas, County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the Transportation Department to purchase four school zone flasher posts w/accessories in the amount of \$14,304.00 for the new Sunfield Elementary School and amend the budget accordingly.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

\$14,304

LINE ITEM NUMBER

020-710-00.5719_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: MARISOL VILLARREAL-ALONZO

REQUESTED BY

Jerry Borcharding

SPONSOR

JONES

CO-SPONSOR

N/A

SUMMARY

Additional school zone flashers will be permanently installed on Vista Gardens and Sunbright Blvd. for the new Sunfield Elementary School. The installation of these new school zone flasher posts will help in supporting larger accessories for greater visibility and public awareness (LED lights, solar panels, speed limit signs with posted school bell times, etc.). Three quotes were received with Texas Highway Products offering the best pricing. Funds are available within the operating budget to fund this request.

Attachment: Texas Highway Products, Ltd Quote #Q-2110252

Budget Amendment:

020-710-00.5351 - Decrease Materials

020-710-00.5719_400 - Increase Misc. Equipment_Operating



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-2110252

DATE: 02/22/2022

ACCOUNT:
Hays County

PREPARED FOR:

PREPARED BY:
Xavier Martinez
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
ROADSIDE FLASHER TIME CLOCK	Best Way	FOB Destination		Net 30

ITEM #	PRODUCT NAME	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL
1	685 6004 - 24 Hr	RDSD FLSH BCN ASSM (SOLAR PWRD) -24hr	4	\$3,080.00	\$12,320.00
2	M66156	12" Beacon Yellow Poly Signal	8		
3	M19275	12" Poly Yel Tunnel Visor	8		
4	TS-JXC-300HFTDCYL	12" Yellow Hi-Flux Ball, 12VDC, 9.5W	8		
5	SE-0567-P29	Side-of-Pole Assy, 1-Way Tri-Stud For 8" Or 12" Signal & 4-1/2" Od Pole, Alum (Yellow)	8		
6	SE-3054-P01	Signal Closure Kit-(Yellow)	8		
7	2-Battery-Cabinet	2 Battery Cabinet--24 Hour Or School Zone	4		
8	SP-5293-PNC	Cabinet Mounting Bracket Assy(Set of 2) (Unpainted)	8		
9	MK-E-27SLDG	Deka Solar 8g27 Battery - Includes Hardware.	8		
10	Cabinet-Backpanel---1CP (CAB)	Cabinet Backpanel Cardinal 1cp - 1st Design	4		
11	DPC2000-24hr-DUAL	24hr Controller - Calibrated For Double 12" Yellow LEDs, Deka 8g27 Batteries (NON DIMMING)	4		
12	SM-1012-2SK-BRS	Lock With 2 Short Keys, Police Type Brass	4		
13	PB-5401-PNC	Acorn Post Cap, Alum, For 4-1/2" O.D. Pole	4		
14	PB-5100-18-PNC	4" X 18' Sch 40 Spun Alum Pole Toe	4		
15	PB-5325-PNC	Collar Assy For Square Base, Alum	4		
16	PB-5306-GLV	3/4"-10 X 18" X 3" Anchor Bolts Set of Four	4		
17	PB-5378	Grounding Lug, Brass 1/2"-13nc W 3/8" Hardware	4		
18	PB-5335-PNC	Alum Square Base w/ "Pelco" Plastic Door	4		
19	SH-0206-4-PNC	Sign Clamp, U-Bolt, 4" (4-1/2" Od) Pipe, Set of 2, Alum	4		
20	Sunbelt-Hardware-RD	Includes: (1) 3/8"x4 1/2"x6 Ubolt, (2) 3/8-16x3hbb, (4) 3/8 16 Nylon Lock Nut, (6) 3/8 F/W, (2) 3/8 L/W	4		
21	Solar-Harness	(2A-1202) - 12-2C Tray Cable, 600v 90c	4		



Texas Highway Products, LTD

1309 Clark St., Round Rock, TX 78681
Phone: (512) 255-7633 Fax: (512) 255-7634
www.trafficsignals.com

QUOTE

Q-2110252

DATE: 02/22/2022

ACCOUNT:
Hays County

PREPARED FOR:

PREPARED BY:
Xavier Martinez
Email:
Phone: (512) 255-7633
Fax: (512) 255-7634

JOB	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED DELIVERY DATE	PAYMENT TERMS
ROADSIDE FLASHER TIME CLOCK	Best Way	FOB Destination		Net 30

22	PowerUP-HPMH50-90	Side of Pole solar panel mount	4		
23	PowerUP-BSP90-12	90 Watt Solar Panel	4		
24	RTC-AP-21T	RTC Timeclock w/ Comm Port For Transfer w/Connector and 48" Harness	4	\$496.00	\$1,984.00
				Subtotal	\$14,304.00
				Tax	\$0.00
				Shipping	
				ORDER TOTAL	\$14,304.00

ALL QUOTES ARE VALID FOR 60 DAYS.

SHIPPING/FREIGHT INCLUDED **IF ENTIRE PROJECT PURCHASED FROM THP**
ITEMIZED PURCHASE ORDERS INCUR SHIPPING/FREIGHT CHARGES.

THP ON-SITE ASSISTANCE IS AVAILABLE FOR ADDITIONAL FEES.
SUPPORT ITEMS ARE AVAILABLE ON BUYBOARD & SMARTBUY

PLEASE CONTACT US TO VERIFY PRICING IF YOUR QUOTE IS OLDER THAN **60 DAYS**.
PURCHASER TO VERIFY ALL QUANTITIES PRIOR TO PLACING ORDER.

A CREDIT CARD FEE OF 4% IS ADDED TO CREDIT CARD PAYMENTS.

THANK YOU FOR YOUR BUSINESS!

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the Sheriff's Office to hire a Budget Coordinator, slot 0027-01 at the 50th percentile.

ITEM TYPE

ACTION-MISCELLANEOUS

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

001-618-00.5021 Staff Salaries

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Sheriff Gary Cutler

SPONSOR

SHELL

CO-SPONSOR

N/A

SUMMARY

In the FY 2022 Budget, the Sheriff's Office is approved a Budget Coordinator position, effective 4/1/2022. The candidate selected for filling this position provides 12 plus years of purchasing and accounts payable experience. A former Hays County Purchasing Office employee, the candidate is knowledgeable of the purchasing policy, budget, the County's budget process, and the operation of departments within the Sheriff's Office. Due to the individual's experience, training will be minimal and will be an asset to the budget process and daily operations of the Jail and Law Enforcement. Funds within the operating budget are available due to attrition to fund this request.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute a Quote with Tyler Technologies related to the Brazos Ticket Writer iPhone Platform for Constable's Offices.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 8, 2022	\$2,000

LINE ITEM NUMBER

001-680-00.5718_400

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jeff McGill	INGALSBE	JONES

SUMMARY

During the FY22 budget process, the Court authorized funding to add the Brazos Ticket Writer iPhone platform for Constable's Offices. Tyler Technologies will complete the set-up and configuration for the hardware platform. No additional funds are required.

Attachment: Tyler Technologies Quote 2021-276343
Sourcewell Contract #090320-TTI



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 2,000
Third-Party Products	\$ 0
Other Cost	\$ 0
Travel	
Total One-Time Cost	\$ 2,000
Annual Recurring Fees/SaaS	\$ 0
Tyler Software Maintenance	\$ 0



Quoted By: Lisa McKenzie
 Quote Expiration: 3/21/22

Quote Name: 2021-276343

***Discount for Adding the iOS Platform
 Pct 1,2,3,5 Pct 4 already has the iOS Platform***

Sales Quotation For:

Hays County Sheriff

712 South Stagecoach Trail ATTN Marva Pearce

Hays County Law Enforcement

San Marcos, TX 78666-8217

Phone: +1 (512) 393-7878

Shipping Address:

Hays County Sheriff

712 South Stagecoach Trail ATTN Marva Pearce

San Marcos, TX 78666

Services

Description	Quantity	Unit Price	Discount	Total	Maintenance
Enforcement Mobile					
Set-Up & Configuration for hardware platform - HANDHELD	1	\$ 2,500	\$ 500	\$ 2,000	\$ 0
<i>Sub-Total:</i>				\$ 2,000	\$ 0
<i><u>Less Discount:</u></i>					\$ 0
TOTAL				\$ 2,000	\$ 0

Summary	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 0
Total Tyler Services	\$ 2,000	\$ 0
Total Third-Party Hardware, Software, Services	\$ 0	\$ 0
Summary Total	\$ 2,000	\$ 0

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;•Fees for hardware are invoiced upon delivery;•Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

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 Transportation Department to hire two (2) Road Maintenance Operator positions, slots 1075-011 & 1075-012 at the 40th percentile effective March 14, 2022.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	March 8, 2022	\$7,964

LINE ITEM NUMBER

020-710-00]

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
Jerry Borcharding	JONES	SHELL

SUMMARY

The Transportation Department would like to hire two Operators, grade 108 at the 40.4th percentile. One candidate has a Class A CDL, OSHA training, and 10+ years of experience in hauling materials. The second candidate has a CDL, OSHA training, concrete experience, asphalt experience, and 5+ years of hauling experience. Funds are available within the department operating budget due to attrition.

Transportation Department
Road Maintenance Operators
Grade 108

29,887	Minimum Salary
35,922	40.38th Percentile
6,035	Difference
1,316	Fringe
7,351	Annualized
3,982	FY22 Impact
7,964	x 2 Positions

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 to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire approximately 17.599 acres in fee simple from property located at 1401 Yarrington Road, owned by FM 158 Land, Ltd., a Texas limited partnership, and which is required for the construction of the proposed FM 110 North roadway improvements, and take other appropriate action. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

March 8, 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

INGALSBE

N/A

SUMMARY

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding all individual positions in the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open Court including but not limited to appointment and employment of the Hays County Fire Marshal (contingent upon an acceptable background check and acceptance of an offer of employment).

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

Mike Jones

SPONSOR

BECERRA

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

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 Atlas. Possible discussion and/or action may follow in open Court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

March 8, 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

INGALSBE

N/A

SUMMARY

Summary to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

March 8, 2022

AMOUNT REQUIRED

LINE ITEM NUMBER

AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY

KENNEDY

SPONSOR

BECERRA

CO-SPONSOR

N/A

SUMMARY

Litigation update to be provided in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Tuesdays at 9:00 AM

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

AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease, use and/or value of real property owned by Hays County located at 120 Stagecoach Trail, San Marcos, Texas in Precinct 3. Possible discussion and/or action may follow in open court.

ITEM TYPE

EXECUTIVE SESSION

MEETING DATE

March 8, 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: consultation with counsel and the Hays County Auditor regarding policies for tracking Hays County assets. Possible discussion and/or action may follow in open Court.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
EXECUTIVE SESSION	March 8, 2022	

LINE ITEM NUMBER

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AUDITOR USE ONLY

AUDITOR COMMENTS:

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

REQUESTED BY	SPONSOR	CO-SPONSOR
	BECERRA	N/A

SUMMARY

Summary to be provided in Executive Session.