

**Commissioners Court -- FEBRUARY 14, 2023  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on FEBRUARY 14, 2023, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

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

D. **ROLL CALL**

E. 

<b>PUBLIC COMMENTS</b>
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 .

F. 

<b>PRESENTATIONS &amp; PROCLAMATIONS</b>
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1. Adopt a Proclamation recognizing February 22, 2023 as President George Washington Day. **INGALSBE**
2. Adopt a Proclamation recognizing the month of February 2023 as Black History Month in Hays County. **INGALSBE**
3. Presentation Recognizing The County Clerk's Office For Receiving The Five-Star Award From The Texas Department Of State Health Services - Vital Statistics Section. **BECERRA/CARDENAS.**
4. Updates of community health assessment by local health department. **BECERRA**

G. 

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **TENORIO**
3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4. Approve Amended Commissioners Court Minutes of January 3, 2023 and Commissioners Court Minutes of January 17, 2023 and January 31, 2023. **BECERRA/CARDENAS**
5. Approve and confirm the appointment of Michael Dwayne Fuentes as a regular full-time Deputy Constable in the Hays County Constable Precinct 3 Office. **SHELL/MONTAGUE**
6. Accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 3. **SHELL/MONTAGUE**

7. Authorize the acceptance of a grant award from the General Land Office (GLO), Community Development Block Grant (CDBG), Local Hazard Mitigation Planning Program (LHMPP) in the amount of \$100,000.00 and amend the budget accordingly. **BECERRA/T. CRUMLEY/MIKE JONES**
8. Authorize Building Maintenance to have Sullivan Contracting Services install a new roof on the Kyle WIC Building in the amount of \$71,958.90. **COHEN/T.CRUMLEY**
9. Authorize the County Judge to execute renewal liability coverage for storage tank systems with Commerce and Industry Insurance Company for a renewal premium of \$1,381.00. **BECERRA/MILLER**
10. Authorize the Commissioner Pct. 1 Office to support Rodriguez Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for students, families and staff. **INGALSBE**
11. Authorize Building Maintenance to purchase two (2) Rubbermaid Commercial Utility Carts in the amount of \$1,692.94 and amend the budget accordingly. **SHELL/T.CRUMLEY**
12. Approve Utility Permits. **COHEN/INGALSBE/BORCHERDING**
13. Amend various departmental operating, special revenue and capital project budgets in preparation for the County's Fiscal Year 2022 year-end process. **BECERRA/DORSETT**
14. Approve the appointment of Patrick Gibson to the Claiborne Kyle Log House Board to replace Pauline Villegas. **SHELL**
15. Authorize the Office of Emergency Services to utilize \$10,000.00 of donated funds for the Community Emergency Response Team (CERT) to purchase one trailer with accessories and CERT volunteer uniforms and amend the budget accordingly. **BECERRA/MIKE JONES**
16. Authorize the County Judge to execute an Amended Software Agreement with Tyler Technologies, Inc. to add one Enterprise Justice Judge Edition Software for the 483rd Judicial District Judge. **INGALSBE/NEIDHARDT**
17. Amend various departmental operating, special revenue and capital project budgets in preparation for FY 2023 quarterly financial reporting. **BECERRA/DORSETT**
18. Approve the addition of intercoms and upgrading the jail visitation areas in the Hays County Jail with Cornerstone Detention Products, Inc. pursuant to the GSA Contract GA-07F-269AA, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for all open market items. **INGALSBE/CUTLER**
19. Authorize the submission of a grant renewal to the Department of State Health Services (DSHS), FY24 Immunizations Grant Program in the amount of \$192,341.00. **INGALSBE/T.CRUMLEY**
20. Approve the purchase for the Hays County Jail of MPACS 200 Food Assembly Box Assembly from Millennium Access Control Technology Inc. in the amount of \$71,985.00 and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(A). **INGALSBE/CUTLER**
21. Authorize the County Judge to execute a Contract Amendment with CML Security, LLC. related to Electronic Security Upgrades pursuant to RFP 2022-P07, adding a temporary gate control to the elected officials gate located at the Government Center, in the amount of \$2,553.20. **BECERRA/T.CRUMLEY**

H.	<b>ACTION ITEMS</b>
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I.	<b>ROADS</b>
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1. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount \$60,000.00 to the Professional Services Agreement between Hays County and RPS Infrastructure, Inc. for additional design services and construction phase services on the RM 12 at RM 3237 Intersection Improvements project in Precinct 3, as part of the Hays County Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SHELL/BORCHERDING**
2. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 3 in the amount of \$610,000.00 to the Professional Services Agreement between Hays County and BGE, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract related to the 2016 Road Bond Program Dacy Lane project, utilizing a discretionary exemption pursuant to Texas Local



Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **COHEN/BORCHERDING**

3. Discussion and possible action to accept the maintenance bond rider extension from Lockhart Excavation, LLC for an additional two months to July 14, 2023 for Heaton Hollow subdivision (Maintenance bond #61BSBID3153 in the amount of \$80,548.01). **SHELL/BORCHERDING**
4. Hold a public hearing with possible action to establish a No Dumping zone on Old Bastrop Hwy on the cul-du-sac south of Redwood Road. **INGALSBE/BORCHERDING**
5. Hold a public hearing with possible action to establish a 3-way stop location on Longbow Lane at the intersection with Whistling Wind Lane in the Woodcreek North subdivision. **SHELL/BORCHERDING**
6. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #30166330 in the amount of \$1,035,391.42, acceptance of the 2-year maintenance bond #PB03016800942 in the amount of \$55,051.65, and acceptance of the 1-year revegetation bond #PB03016800941 in the amount of \$26,400.82 for 6 Creeks subd., Phase 1, Section 13B. **SHELL/BORCHERDING**
7. Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$1,834,350.00 for the 272 AC Fitzhugh Subdivision. **SHELL/BORCHERDING**

J.

<b>SUBDIVISIONS</b>
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1. PLN-2089-NP; Discussion and possible action regarding the Anthem, Phase 4B, Final Plat. **SMITH/PACHECO**

K.

<b>MISCELLANEOUS</b>
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1. Discussion and possible action to authorize the execution of an agreement with HDR Architecture, Inc. for Phase 2 of the long-term Facility Space Needs Assessment for the Precinct 4 offices in Dripping Springs and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/T.CRUMLEY**
2. Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Centro Cultural Hispano de San Marcos, Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**
3. Discussion and possible action to consider granting a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities and allow issuance of On-Site Sewage System permit to the owner of 1324 Old Martindale Rd., San Marcos, TX. **INGALSBE/PACHECO**
4. Discussion and possible action to award a contract for IFB 2023-B07 Precinct 2 Office - Parking Lot Expansion with Faulkenberg Construction Company Inc. in the amount of \$572,458.76. **COHEN/BORCHERDING**
5. Discussion and possible action to adopt and reaffirm Civil Rights Policies and Procedures to include the HUD Section 3 presentation for the TxCDBG Hays County Cedar Oaks Mesa Waterline Improvement Project, Contract CDV21-0346. **SHELL/T.CRUMLEY**
6. Discussion and possible action to authorize a salary exception at the 25th percentile retroactive to January 19, 2023 for the Executive Assistant position in the Office of the Hays County Judge and amend budget accordingly. **BECERRA**
7. Discussion and possible action to approve vendors for the April 29th Dia del Nino event by Community Action in accordance with the Hays County Property Use Policy. **BECERRA**
8. Discussion and possible action to declare an emergency use of General Fund reserves pursuant to Texas Local Government Code, Ch. 111.010(c) for debris removal as a result of the Winter Storm on January 30th through February 2, 2023 and amend the budget accordingly. **SHELL/MIKE JONES**

9. Discussion and possible action to re-grade the Assistant Pre-trial Services Director grade 114 to a grade 115 effective February 16, 2023. **SHELL/FOCKEN**
10. Discussion and possible action to authorize the Juvenile Detention Center to hire a Licensed Mental Health Counselor position, slot 0921-002 at the 50th percentile effective February 16, 2023. **INGALSBE/LITTLEJOHN**
11. Discussion and possible action to authorize a salary exception at the 22.71 percentile for the Customer Service Representative, slot 0342-018 in the Development Services Department effective February 21, 2023. **SMITH/PACHECO**
12. Discussion and possible action to add two replacement leased vehicles through the Enterprise Master Services Agreement and police lighting through Dana Safety Supply for the Constable Pct. 1 Office and amend the budget accordingly. **INGALSBE/PETERSON**
13. Discussion and possible action to authorize execution of an Interlocal Agreement between Hays County and the City of San Marcos, Texas, related to the 2022 Byrne Justice Assistant Grant Program Award. **SHELL**

L.

#### EXECUTIVE SESSIONS

The Commissioners Court will announce that 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.

1. 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 Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
2. 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**
3. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 101 Thermon Drive, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**
4. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 2400 N IH 35, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**
5. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding the County's Reinvestment Zone Policy; and regarding Tax Increment Reinvestment Zone (TIRZ) #2 in Kyle. Possible deliberation and/or action may follow in open court. **BECERRA**
6. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding Cause Numbers 22-0249-C, 22-0250-C, and 22-0251-C. Possible discussion and/or action may follow in open court. **SHELL**

M.

#### 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.

1. Discussion and possible action related to the burn ban. **BECERRA**
2. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
3. 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**

4. 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**
5. Updates of community health assessment by local health department. **BECERRA**
6. Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. **SMITH**

**N. ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 10th day of February, 2023  
**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

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



AGENDA ITEM REQUEST FORM: **F. 1.**

## **Hays County Commissioners Court**

**Date:** 02/14/2023

**Requested By:**

Joe Cox

**Sponsor:**

Commissioner Ingalsbe

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### **Agenda Item**

Adopt a Proclamation recognizing February 22, 2023 as President George Washington Day. **INGALSBE**

### **Summary**

Please refer to attached proclamation.

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### **Attachments**

Washington Proclamation



**PROCLAMATION RECOGNIZING FEBRUARY 22, 2023  
AS PRESIDENT GEORGE WASHINGTON DAY**

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

**WHEREAS**, the United States of America was established following the War of Revolution from 1776 to 1783, a war won through the brilliant and courageous leadership of George Washington, revered Father of our Nation; and

**WHEREAS**, George Washington, who lived from 1732 to 1799, mobilized the Continental Army and led the American colonies against the most powerful country in the world, finally defeating the British at the famous battle of Yorktown, Virginia; and

**WHEREAS**, this revered founder of our nation resisted the efforts of many supporters to make him a king or dictator, instead using his influence and power to support the creation and adoption of the Constitution of the United States; and

**WHEREAS**, George Washington was elected as the first President of the United States, serving two terms of office from 1789 to 1797, and through his devotion, wisdom, and vision, became the exemplar of distinguished leadership for all future presidents; and

**WHEREAS**, the William Hightower Chapter of the Sons of the American Revolution (and the local DAR chapter if a co-sponsor) wishes (or wish) to encourage all citizens to recognize the epochal contributions of George Washington to our nation by celebrating his birth on Wednesday, February 22, 2023.

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners Court does hereby proclaim February 22, 2023, as:

**“PRESIDENT GEORGE WASHINGTON DAY”**

And call upon all citizens to recognize and honor the brilliance, courage, and vision of the Father of our Nation and the relevance of his life to the preservation of our democracy in today’s complex world.

**ADOPTED THIS THE 14<sup>th</sup> DAY OF FEBRUARY 2023**

\_\_\_\_\_  
**Ruben Becerra**  
**Hays County Judge**

\_\_\_\_\_  
**Debbie Gonzales Ingalsbe**  
**Commissioner, Pct. 1**

\_\_\_\_\_  
**Michelle Gutierrez Cohen**  
**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: **F. 2.**

## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

**Sponsor:** Commissioner Ingalsbe

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### Agenda Item

Adopt a Proclamation recognizing the month of February 2023 as Black History Month in Hays County. **INGALSBE**

### Summary

Please refer to the attached proclamation.

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### Attachments

Proclamation



**PROCLAMATION RECOGNIZING THE MONTH OF FEBRUARY 2023  
AS BLACK HISTORY MONTH IN HAYS COUNTY**

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

**WHEREAS**, In 1915, Dr. Carter G. Woodson, known as the father of Black History, founded the Association for the Study of Negro Life and History, now called the Association for the Study of African American Life and History (ASALH). Dr. Woodson created ASALH because he recognized the enormous amount of information on the achievements black people. Consequently, Dr. Woodson instituted Negro History Week as a way to celebrate African American achievements. In 1924, a celebration that eventually got renamed to “Negro Achievement Week” began and the outreach was significant, but the desire for a greater impact also persisted. “We are going back to that beautiful history and it is going to inspire us to greater achievements.” By February 1926, this statement of Harvard-trained historian Dr. Carter G. Woodson along with that idea he and other prominent African American figures had would then become “Negro History Week.” Dr. Woodson chose February for reasons of continuing what was already familiar to many. Since 1865, Black communities had celebrated fallen President Abraham Lincoln’s birthday and then by the late 1890s former slave and prominent abolitionist activist Frederick Douglass’ birthday, both occurring in February. This showed his true effort to extend the study of black history, not create a new tradition. Finally, in 1976, this celebration was expanded to include the entire month of February, and today Black History Month garners support throughout the country as people of all ethnic and social backgrounds discuss the African American experience; and

**WHEREAS**, Black History Month commemorates the successes and achievements by African Americans, both in overcoming many obstacles and in making significant contributions to our community, our state, our nation, and the world; and

**WHEREAS**, The Dunbar Heritage Association (DHA) recognizes the Association for the Study of African American Life and History’s theme, Black Resistance by recognizing the significance of the contributions of local San Marcos historians such as the late Ollie Giles, Harvey Miller, Johnnie Armstead, Dr. Elvin Holt and organizations such as The Calaboose African American History Museum that serves as a home for African American history and culture in San Marcos and Hays County through preservation, events, and education;; and

**WHEREAS**, African Americans have worked to promote cultural awareness and respect for all people, and DHA celebrates this fact during the month of February, including various programs that centers counter-narratives of African Americans; a month long celebration every Saturday at the Calaboose, DHA presents “The Crossroads Project: An Under told Story” a visual display at the Alkek Library at Texas State University, Black History Month Festival in Buda, and the Kyle Dialogue for Peace and Progress; and

**WHEREAS**, Hays County joins in the unified endeavor of its community to celebrate Black History Month in San Marcos, Kyle, Wimberly, Buda, Dripping Springs and throughout Hays County in paying homage to those that have helped carry on the resolute efforts in a continual reminder of the achievements and sacrifices by African American men and women who had contributed to the advancements of human civilization.

**NOW, THEREFORE, BE IT RESOLVED**, that the Hays County Commissioners Court does hereby proclaim that the month of February, 2023 be celebrated as

**“Black History Month”**

**And call upon the citizens of Hays County** to express our appreciation and to participate in the important activities commemorating the outstanding achievements of African American citizens of our County.

**ADOPTED THIS THE14<sup>th</sup> DAY OF FEBRUARY, 2023**

\_\_\_\_\_  
**Ruben Becerra**  
**Hays County Judge**

\_\_\_\_\_  
**Debbie Gonzales Ingalsbe**  
**Commissioner, Pct. 1**

\_\_\_\_\_  
**Michelle Gutierrez Cohen**  
**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: **F. 3.**

## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Elaine H. Cardenas

**Sponsor:**

Judge Becerra

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### Agenda Item

Presentation Recognizing The County Clerk's Office For Receiving The Five-Star Award From The Texas Department Of State Health Services - Vital Statistics Section. **BECERRA/CARDENAS.**

### Summary

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### Attachments

5 Star Award Certificate





**2022**

THIS CERTIFICATE IS PRESENTED TO

**HAYS COUNTY CLERK**

for excellence in the

**Vital Statistics Registration Process**

**December 9, 2022**

Thank you for going above and beyond to register your records and ensure excellent customer service, security, and data quality in Texas!

Tara Das

Texas State Registrar, VSS



AGENDA ITEM REQUEST FORM: **F. 4.**

## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

**Sponsor:**

Judge Becerra

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### **Agenda Item**

Updates of community health assessment by local health department. **BECERRA**

### **Summary**

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## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

**Sponsor:** Judge Becerra

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### Agenda Item

Approve Amended Commissioners Court Minutes of January 3, 2023 and Commissioners Court Minutes of January 17, 2023 and January 31, 2023. **BECERRA/CARDENAS**

### Summary

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### Attachments

01/03/23 Amended Minutes

01/17/23 Minutes

01/31/23 Minutes

## HAYS COUNTY COMMISSIONERS' COURT MINUTES



JANUARY 3, 2023

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 3rd DAY OF JANUARY A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA  
DEBBIE GONZALES INGALSBE  
MICHELLE COHEN  
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:

Pastor Darius Todd, Abundant Life Christian Church, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

### PUBLIC COMMENTS

*Harvey Jenkins made a public comment concerning high taxes. Gilbert Arizmendez made a public comment promoting The Wall That Heals event in Kyle and asking for support and volunteers. Beverly Wright made a public comment concerning the death of her son, Joshua Wright, and asking for the release of the body camera footage. Chris Clark made a public comment concerning the death of his brother, Joshua Wright, and asking for the release of the body camera footage. Angela Villescaz made a public comment concerning the death of Joshua Wright and asking for the release of the body camera footage. Natalie Freeman made a public comment concerning the death of Joshua Wright and asking for the release of the body camera footage. Rodrigo Amaya made a public comment concerning the death of Joshua Wright and transparency within the County. Christina Colbert made a public comment concerning the death of Joshua Wright and asking for the release of the body camera footage. Ramika Adams made a public comment concerning the death of Joshua Wright and asking for the release of the body camera footage. Eunice Giles made a public comment concerning the death of Joshua Wright and asking for the release of the body camera footage. Dan Lyon made a public comment in support of the release of the body camera footage, and concerning taxes for those over 65. Nancy Heintz made a public comment reminding the Court and the public of the annual Point-In-Time Count for the homeless population in Hays County. Amy Kamp made a public comment concerning the death of Joshua Wright and complaints against the officer involved. Cyrus Gray made a public comment concerning the officer involved in the Death of Joshua Wright and asking for the release of the body camera footage. Karen Munoz made a public comment concerning the death of Joshua Wright and officer accountability. Sam Benavides made a public comment concerning the death of Joshua Wright, inequality within the criminal justice system, and asking for the release of the body camera footage. Carol Pennington made a public comment concerning increased development over the Edwards Aquifer Recharge Zone and resource conservation. Hillary Lockhart made a public comment concerning the death of Joshua Wright and asking for the release of the body camera footage. Latreese Cooke made a public comment concerning the death of Joshua Wright and inequality within the criminal justice system.*

**Clerk's Note:** Judge Becerra called for a recess that began at 9:56 a.m. and resumed back into open court at 10:08 a.m.

Recognition of Kate Johnson for her distinguished years of service to the Hays County Historical Commission.

*Commissioner Shell thanked Kate Johnson and her family for their work in preserving the history of Hays County. Commissioner Ingalsbe thanked Johnson for her leadership in the Hays County Historical Commission. Commissioner Smith spoke about Johnson's generosity and work in the County. Kate Johnson thanked the Court for their support and spoke about her work with the Historical Commission.*

**38439** Adopt a Proclamation declaring January 16, 2023 as Dr. Martin Luther King, Jr. Day.

*Commissioner Ingalsbe spoke about the importance of this day. Commissioner Cohen spoke about the King family's continued leadership within the community. Commissioner Shell encouraged the public to attend the march to the Courthouse on Monday. Commissioner Smith encouraged the public to look into events in their area. Judge Becerra spoke about the meaning of this day. Pastor Jonafa Banbury thanked the Court for the proclamation and spoke about this year's theme, Black Resistance, and various events held by the Dunbar Heritage Association.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation declaring January 16, 2023 as Dr. Martin Luther King, Jr. Day.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38440** Ceremonial Swearing In of all newly and re-elected officials to Hays County offices; and approval and acceptance of official bonds for each office.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve and accept official bonds for each office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38441** Approve payments of County invoices.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve payments of County invoices.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

Approve the payment of Juror checks.

*Marisol Villarreal-Alonzo, County Auditor, stated there are no juror checks right now due to the transition. No action taken.*

**38442** Approve the payment of United Healthcare claims.

*Marisol Villarreal-Alonzo, County Auditor, clarified the total for this item is \$630,771.32.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the payment of United Healthcare claims.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38443** Approve Commissioners Court minutes of November 22, 2022.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve Commissioners Court minutes of November 22, 2022.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38444** Approve the payment of the January 15, 2023 payroll disbursements in an amount not to exceed \$3,345,000 effective January 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the payment of the January 15, 2023 payroll disbursements in an amount not to exceed \$3,345,000 effective January 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38445** Approve and confirm the appointment of Stephen Hrcir as Deputy Constable Bailiff in the Hays County Constable Precinct 1 Office, effective date January 3, 2023.

*Rodrigo Amaya made a public comment against the item and expressed concerns about the Constable Precinct 1 Office. Dan Lyon made a public comment against the item and expressed concerns about the Constable Precinct 1 Office. Commissioner Ingalsbe stated this is for a bailiff position in the County Court at Law. Constable Peterson spoke about his staffing needs, the duties of the office, and the qualifications of Deputy Hrcir. Vickie Dorsett, Hays County Budget Officer, clarified this is for a vacant position that was already budgeted. Commissioner Smith and Constable Peterson spoke about the qualifications of the deputies. Commissioner Shell clarified that this is an existing position, but state statute requires Commissioners Court approval for the appointment of deputy constables.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve and confirm the appointment of Stephen Hrcir as Deputy Constable Bailiff in the Hays County Constable Precinct 1 Office, effective date January 3, 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38446** Authorize the execution of documents related to the BRIC (Building Resilient Infrastructure and Communities) grant application.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the execution of documents related to the BRIC (Building Resilient Infrastructure and Communities) grant application.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38447** Approve Utility Permits.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve Utility Permits.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38448** Authorize the County Judge to execute a Contract Amendment with AMG Printing related to Election Form Printing Services pursuant to RFP 2020-P08.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute a Contract Amendment with AMG Printing related to Election Form Printing Services pursuant to RFP 2020-P08.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38449** Approve the nomination of County Judge Becerra to serve on the Texas Conference of Urban Counties' Policy Committee for the 2022-2023 biennium.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the nomination of County Judge Becerra to serve on the Texas Conference of Urban Counties' Policy Committee for the 2022-2023 biennium.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38450** Approve renewal of RFP 2020-P01 HVAC - Maintenance and Repair Services with JM Engineering, LLC. with a proposed 5% price increase.

*Rodrigo Amaya made a public comment against the item and the price increase. Dan Lyon made a public comment concerning equipment quality and the price increase. Marisol Villarreal-Alonzo, County Auditor, explained the contract extension and stated the department head recommends it. Tammy Crumley, Director of Countywide Operations, confirmed the price increase is due to inflation and the rate for services provided by the company is competitive. Commissioner Shell further explained the process for choosing bids. Crumley stated the company works in a timely manner and has very knowledgeable employees.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve renewal of RFP 2020-P01 HVAC - Maintenance and Repair Services with JM Engineering, LLC. with a proposed 5% price increase.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38451** Approve specifications for IFB 2023-B12 RM 12 @ RM 3237 and authorize Purchasing to solicit for bids and advertise.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve specifications for IFB 2023-B12 RM 12 @ RM 3237 and authorize Purchasing to solicit for bids and advertise.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38452** Approve specifications for IFB 2023-B11 Darden Hill @ Sawyer Ranch Roundabout and authorize Purchasing to solicit for bids and advertise.

*Dan Lyon made a public comment against the construction of a roundabout due to necessity and price. Commissioner Smith stated residents have been supportive of other roundabouts in the area and spoke about the timeline needed for this project to be complete by the start of the next school year.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve specifications for IFB 2023-B11 Darden Hill @ Sawyer Ranch Roundabout and authorize Purchasing to solicit for bids and advertise.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38453** Discussion and possible action to award a contract for IFB 2023-B02 RM 2770 Roadway Improvements with Hunter Industries, Ltd. in the amount of \$635,948.76.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to award a contract for IFB 2023-B02 RM 2770 Roadway Improvements with Hunter Industries, Ltd. in the amount of \$635,948.76.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38454** Discussion and possible to grant variances to Hays County road construction standards and to the adopted fire code for Moon Ridge subdivision in Precinct 3.

*Commissioner Shell explained the item and stated the Transportation Department and Fire Marshal are working with the developer on any safety issues.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to grant variances to Hays County road construction standards and to the adopted fire code for Moon Ridge subdivision in Precinct 3.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38455** Discussion and possible action to accept the maintenance bond rider extension from DNT Construction, Inc. until June 30, 2023 for Shadow Creek subd., Phase 9, Section 2 (maintenance bond #1848963 in the amount of \$180,609.38).

*Jerry Borcharding, Director of the Transportation Department, stated they are reaching out to the contractor to push for the repairs to be completed.*

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to accept the maintenance bond rider extension from DNT Construction, Inc. until June 30, 2023 for Shadow Creek subd., Phase 9, Section 2 (maintenance bond #1848963 in the amount of \$180,609.38).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38456** Discussion and possible action to consider the acceptance of vegetative coverage and release of the revegetation bond #PB03016800715M in the amount of \$31,129.80 for 6 Creeks subdivision, Phase 1, Section 8A.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept vegetative coverage and release the revegetation bond #PB03016800715M in the amount of \$31,129.80 for 6 Creeks subdivision, Phase 1, Section 8A.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38457** PLN-2078-PC; Hold a Public Hearing followed by discussion and possible action regarding Hawk Ridge, Ph 1, Blk B, Lots, 11, 17 & 18, Replat.

*Judge Becerra opened the Public Hearing at 11:44 a.m. No comments were made. Judge Becerra closed the Public Hearing at 11:44 a.m. Marcus Pacheco, Director of Development Services, gave background on the item and stated staff recommends approval once conditions are met.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to conditionally approve Hawk Ridge, Ph 1, Blk B, Lots, 11, 17 & 18, Replat (PLN-2078-PC).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38458** PLN-2122-NP; Discussion and possible action regarding the 272 AC Fitzhugh Subdivision, Final Plat.

*Marcus Pacheco, Director of Development Services, gave background on the item and stated staff recommends approval once conditions are met, including identifying a floodplain. Commissioner Smith asked which floodplain data is being used. Travis Wilson, engineer of record for the subdivision plat, spoke about the data being used for the plat. The court discussed the use of Atlas 14 data and ensuring a low risk of flooding.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to conditionally approve the 272 AC Fitzhugh Subdivision, Final Plat (PLN-2122-NP).

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

Discussion and possible action to temporarily suspend the Hays County Salary Exception Policy pending finalization of the current market study.

*Rodrigo Amaya made a public comment asking for clarification on the timeline of the suspension. Harvey Jenkins made a public comment asking for clarification on the suspension. Commissioner Shell introduced the item, and Sharri Miller, Director of Human Resources, spoke about issues that could arise if salary exceptions are made before the salary study is completed and implemented. The Court expressed concern over and discussed the extended timeline of the study and the difficulties departments have had with hiring. Judge Becerra directed Human Resources to submit a draft of the results within two weeks to department heads and elected officials, and to immediately provide the raw data from the study to the five Court members. No action taken.*

**38459** Discussion and possible action regarding setting the required bond amounts for certain newly elected County Officials to be sworn in to office January 2023.

*Rodrigo Amaya made a public comment asking for clarification on the item. Vickie Dorsett, Hays County Budget Officer, explained the Court should review and approve the bond amounts for the newly elected officials. Marisol Villarreal-Alonso, County Auditor, added it is important for banking institutions to know the Court has approved the bonds so that the transition of financial records can continue. Dorsett read aloud the bond amounts for the newly elected officials.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the required bond amounts, as presented in Court, for certain newly elected County Officials to be sworn in to office January 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**



**38460** Discussion and possible action to authorize the Criminal District Attorney's Office to hire the First Assistant District Attorney slot 0780-001 at the 25th percentile, and three Attorney V positions 0784-003, 004 & 005 at the 19.38th percentile; authorize a \$10,000.00 annual salary increase for two Court Chief Attorney V positions 0784-001 and 013; and a \$400.00 monthly salary stipend for one Attorney V position 0784-007 effective January 1, 2023.

*Kelly Higgins, Hays County District Attorney, spoke about vacant positions that need to be filled as soon as possible and issues hiring due to low salaries. Commissioner Smith gave support for the item and suggested building the stipend into the salary base. Shari Miller, Director of Human Resources, asked the Court to stop approving salary exceptions until the salary study is complete. Commissioner Smith and Higgins discussed the court approval process for salary exceptions. Commissioner Shell gave support for the item and spoke about the staff turnover the office is experiencing. Commissioner Cohen gave support for the item and spoke about her own difficulties with hiring. Commissioner Ingalsbe gave support for the item.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Criminal District Attorney's Office to hire the First Assistant District Attorney slot 0780-001 at the 25th percentile, and three Attorney V positions 0784-003, 004 & 005 at the 19.38th percentile; authorize a \$10,000.00 annual salary increase for two Court Chief Attorney V positions 0784-001 and 013; and a \$400.00 monthly salary stipend for one Attorney V position 0784-007 effective January 1, 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38461** Discussion and possible action authorizing the County Judge to execute a Texas Workforce Commission Information Release Contract for the Hays County Constable, Pct. #3 Office.

*Rodrigo Amaya made a public comment asking for clarification on the language used in the back-up. Commissioner Shell explained this is a standard process. Commissioner Ingalsbe added this information is often used to locate individuals to serve civil process.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith authorizing the County Judge to execute a Texas Workforce Commission Information Release Contract for the Hays County Constable, Pct. #3 Office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38462** Discussion and possible action to authorize a salary exception at the 50th percentile for the Full Time Deputy Fire Marshal, slot 0984-002 and increase the Part Time Deputy Fire Marshal, slot 0984-001 to 24 hours a week at \$25.00 per hour and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to authorize a salary exception at the 50th percentile for the Full Time Deputy Fire Marshal, slot 0984-002 and increase the Part Time Deputy Fire Marshal, slot 0984-001 to 24 hours a week at \$25.00 per hour and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38463** Discussion and possible action to authorize a salary exception at the 50th percentile for the Bookkeeper, slot 0450-001 in the Courts Division at the Hays County Clerk's Office effective Jan 9, 2023.

*Elaine Cardenas, County Clerk, stated this was previously approved for a candidate that declined the offer.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize a salary exception at the 50th percentile for the Bookkeeper, slot 0450-001 in the Courts Division at the Hays County Clerk's Office effective Jan 9, 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38464** Discussion and possible action to authorize the execution of an engagement letter with Davis Kaufman PLLC for \$65,000.04 related to the 87th legislative session of the Texas Legislature and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4) and amend the budget accordingly.

*Harvey Jenkins made a public comment asking for clarification on the item. Commissioner Shell explained how the law firm represents Hays County during the legislative session and spoke about their past contributions, including the protection of groundwater and property rights, and the addition of new judges. Commissioner Smith spoke about the numerous unfunded mandates that are passed during session and how the firm helps the County catch those, as well as plans to address the lack of county zoning authority. Commissioner Ingalsbe spoke about the necessity of this becoming more evident over the years, and asked for more communication from the firm during session. Commissioner Cohen stated it is common for local governments and agencies to have a liaison during session and supported exploring other options for future sessions. Rodrigo Amaya made a public comment concerning the cost of the item. Commissioner Smith spoke about all the work that is done throughout the interim. Dan Lyon made a public comment asking for public access to the firm's work. Commissioner Shell and Commissioner Smith spoke about the ways the information will be made public, including through Resolutions in Court.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the execution of an engagement letter with Davis Kaufman PLLC for \$65,000.04 related to the 87th legislative session of the Texas Legislature and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4) and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**38465** Discussion and possible action authorizing the County Judge to execute a Professional Services Agreement with Dr. Brandy Miller regarding psychological evaluations for the Hays County Sheriff's Office.

*Rodrigo Amaya made a public comment asking for clarification on the agreement and its cost. Vickie Dorsett, Hays County Budget Officer, explained the services have been used since 2015, and it was recommended by the Auditor's Office to obtain a contract.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell authorizing the County Judge to execute a Professional Services Agreement with Dr. Brandy Miller regarding psychological evaluations for the Hays County Sheriff's Office.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

**Clerk's Note:** Executive Session began at 12:43 p.m. and resumed back into open court at 3:18 p.m.

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

*No action taken.*

**38466** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 2400 N IH 35, San Marcos. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the County Judge to execute a Purchase and Sale Agreement for approximately 10.86 acres of property located at 2400 N IH-35 in San Marcos, TX, according to the terms discussed in Executive Session, with closing to occur during the month of January 2023.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 101 Thermon Drive, San Marcos. Possible discussion and/or action may follow in open court.

*No action taken.*

**Clerk's Note Agenda Item #L-4 RE:** *Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Midnight Blue. Possible discussion and/or action may follow in open Court. - WAS PULLED.*

**38467** Executive Session pursuant to sections 551.071 & 551.074 of the Texas Government Code: deliberation regarding the structure, employment, and duties of all positions within Countywide Operations, Emergency Services, Human Resources, the Budget Office, and the County Judge's Office. Possible discussion and/or action may follow in open court.

*Kim Jeter made a public comment asking for the item to be moved into open court and spoke about the importance of the Communications Manager position within the Human Resources Department.*

A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra to establish a Community Liaison position within the County Judge's Office and give HR direction to work with the County Judge's Office to create a job description and grade within our current salary chart, and to move the Chief of Staff position from the Countywide Court budget to the County Judge's budget as discussed in Executive Session and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

*Commissioner Smith clarified the Chief of Staff position is to be the Chief of Staff for the County Judge's Office, not for the County, and the job description will be updated to reflect this change.*

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 at 401 Veterans Drive, Kyle in Pct.3. Possible discussion and/or action may follow in open court.

*No action taken.*

**Clerk's Note Agenda Item #M-1 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 611 for the week of December 25, 2022 with a peak of 620 inmates on December 26, 2022. The estimated cost for outsourcing inmates this week was \$118,279. The average number of outsourced males is 261 and females is 19. This week's inmates were housed in the following counties: Atascosa, Blanco, Burnet, Comal, Fort Bend, Haskell, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 21.*

**Clerk's Note Agenda Item #M-3 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.**

**38468** 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).

*Commissioner Smith spoke about the allocation of ARPA funds to each precinct and offered to transfer a portion of his funds to Commissioner Cohen's allocation. Commissioner Shell offered to transfer a portion of his funds, and Commissioner Ingalsbe stated she should be able to contribute as well.*

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to amend the Hays County Resolution Regarding Precinct Allocations for the American Rescue Plan Act of 2021 Funding to transfer \$200,000 from the Precinct 4 allocation and \$200,000 from the Precinct 3 allocation to the Precinct 2 allocation.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra  
**5 - 0 Passed - Unanimously**

## **ADJOURNMENT**

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 3:21 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 3, 2023.



*Elaine H. Cardenas*

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



HAYS COUNTY COMMISSIONERS' COURT MINUTES



JANUARY 17, 2023

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 17th DAY OF JANUARY A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MICHELLE COHEN	COMMISSIONER, PCT. 2
LON A. SHELL	COMMISSIONER, PCT. 3
WALT SMITH	COMMISSIONER, PCT. 4
ELAINE H. CÁRDENAS	COUNTY CLERK

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Darius Todd, Abundant Life Christian Church, gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

*Harvery Jenkins made a public comment concerning the death of Joshua Wright and high taxes. Rodrigo Amaya made a public comment concerning Hays County leadership and the death of Joshua Wright. Ryan Patrick Perkins made a public comment in support of the Hays County Historical Commission and Kate Johnson's leadership and contributions. Scott Ogle made a public comment concerning the use of steroids among police officers. Enrique Ospina made a public comment concerning election integrity. Sam Brannon made a public comment concerning election integrity and the Elections Office. Mary Mitchell made a public comment concerning election integrity. Dan Lyon made a public comment concerning increased development in Hays County.*

**38469** Adopt a Proclamation declaring January 2023 as National Crime Stoppers Month.

*Commissioner Ingalsbe recognized the Crime Stoppers organization for their work. Steve Meyer, Vice Chair of Hays County Crime Stoppers, thanked the Court for their support and spoke about their successful year, including hosting the upcoming statewide Campus Crime Stoppers conference. Commissioner Smith thanked Jeff Jordan for his contributions to the organization.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation declaring January 2023 as National Crime Stoppers Month.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38470** Appoint, swear in, and confirm members of the Hays County Historical Commission, pursuant to Chapter 318 of the Texas Local Government Code.

*Commissioner Ingalsbe nominated Robert Frizzell and Linda Coker. Commissioner Shell nominated Cindy Meyer, Ralph Meyer, Echo Uribe, Ryan Patrick Perkins, and Rosina Ruiz Valle. Commissioner Smith nominated Sally Ramirez, Cynthia Allison, Marie Bassett, Delbert Bassett, and Jo Landon.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the nominated members to the Hays County Historical Commission, pursuant to Chapter 318 of the Texas Local Government Code.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Dripping Springs Hometown Missions.

*Rodrigo Amaya made a public comment concerning the cost of the item and the contract drafts. Eric Boehning, Ardurra Senior Project Manager, presented a plan to use ARPA funds for Dripping Springs Hometown Missions. Commissioner Smith spoke about the organization's work in the community.*

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Greater San Marcos Youth Council.

*Rodrigo Amaya made a public comment concerning the cost of the item and the contract drafts. Eric Boehning, Ardurra Senior Project Manager, presented a plan to use ARPA funds for the Greater San Marcos Youth Council. Commissioner Shell stated he would like to contribute \$100,000 from the Precinct 3 allocation. Commissioner Ingalsbe stated she is willing to contribute \$36,000 from the Precinct 1 allocation.*

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Wimberley 4H Buyer's Pool.

*Rodrigo Amaya made a public comment concerning the cost of the item and the contract drafts. Eric Boehning, Ardurra Senior Project Manager, presented a plan to use ARPA funds for the Wimberley 4H Buyer's Pool.*

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Centro Cultural Hispano De San Marcos.

*Rodrigo Amaya made a public comment concerning the cost of the item and the contract drafts. Eric Boehning, Ardurra Senior Project Manager, presented a plan to use ARPA funds for the Centro Cultural Hispano De San Marcos. Commissioner Ingalsbe stated additional funds will most likely be contributed in the future.*

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays County Child Protective Board.

*Rodrigo Amaya made a public comment concerning the cost of the item and the contract drafts. Eric Boehning, Ardurra Senior Project Manager, presented a plan to use ARPA funds for the Hays County Child Protective Board. Commissioner Smith stated he would like to contribute an additional \$50,000 from the Precinct 4 allocation.*

**Clerk's Note:** Judge Becerra called for a recess that began at 10:26 a.m. and resumed back into open court at 10:38 a.m.

**38471** Approve payments of County invoices.

*Marisol Villarreal-Alonso, Hays County Auditor, added an invoice payable to Neighborhood Defender Service to the item. Mark Kennedy, General Counsel, clarified this invoice is for \$376,097.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve payments of County invoices.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38472** Approve the payment of Juror checks.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the payment of Juror checks.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38473** Approve the payment of United Healthcare claims.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the payment of United Healthcare claims.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38474** Approve Commissioners Court Minutes of December 6, 2022 and December 20, 2022.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of December 6, 2022 and December 20, 2022.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38475** Authorize the County Judge to execute the annual renewal agreement 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.

*Rodrigo Amaya made a public comment concerning language in the renewal agreement. Mark Kennedy, General Counsel, stated the terms of the agreement are acceptable.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute the annual renewal agreement 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.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38476** Authorize the acceptance of a grant award from the Office of the Governor, FY23 Ballistic Shield Grant Program in the amount of \$192,006.85 and amend the budget accordingly.

*Rodrigo Amaya made a public comment against the item.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the acceptance of a grant award from the Office of the Governor, FY23 Ballistic Shield Grant Program in the amount of \$192,006.85 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38477** Authorize the County Judge to execute Amendment No. 1 to the Department of State Health Services, Regional Local Services Systems Contract.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Amendment No. 1 to the Department of State Health Services, Regional Local Services Systems Contract.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38478** Authorize the Treasurer's Office to submit a Vendor Maintenance Direct Deposit Form to the Texas Department of Criminal Justice for the Sheriff's Office related to eligible reimbursements for prisoner transfers.

*Rodrigo Amaya made a public comment concerning information included in the back-up. Commissioner Ingalsbe clarified the information included in the back-up.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Treasurer's Office to submit a Vendor Maintenance Direct Deposit Form to the Texas Department of Criminal Justice for the Sheriff's Office related to eligible reimbursements for prisoner transfers.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38479** Approve and confirm the appointment of John Pozuc as a regular full-time Deputy Constable in the Hays County Constable Precinct 4 Office.

*Ron Hood, Hays County Constable Precinct 4, presented the officer to the Court and reviewed his qualifications.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve and confirm the appointment of John Pozuc as a regular full-time Deputy Constable in the Hays County Constable Precinct 4 Office.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38480** Approve and confirm the appointment of Juan Zesati as a regular full-time Deputy Constable in the Hays County Constable, Precinct 4 Office.

*Ron Hood, Hays County Constable Precinct 4, presented the officer to the Court and reviewed his qualifications.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve and confirm the appointment of Juan Zesati as a regular full-time Deputy Constable in the Hays County Constable, Precinct 4 Office.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38481** Accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 1.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 1.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38482** Authorize payment to Hill Country Trophy in the amount of \$528.75 for employee service awards where no purchase order was issued as required per the Hays County Purchasing Policy.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize payment to Hill Country Trophy in the amount of \$528.75 for employee service awards where no purchase order was issued as required per the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38483** Approve Resolution Amending Authorized Representatives agreement with TexPool.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve Resolution Amending Authorized Representatives agreement with TexPool.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38484** Approve renewal of the Microsoft Enterprise Enrollment Agreement with SHI Governmental Solutions for three (3) additional years, effective October 1, 2022.

*Rodrigo Amaya made a public comment concerning the dates on the agreement. Jeff McGill, Director of Information Technology, clarified this agreement was executed in October 2022 but is needing the Judge's signature.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve renewal of the Microsoft Enterprise Enrollment Agreement with SHI Governmental Solutions for three (3) additional years, effective October 1, 2022.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38485** Approve renewal of IFB 2021-B04 Lawn & Landscape Services with Texan Landscape LLC for one (1) additional year.

*Rodrigo Amaya made a public comment concerning the price of the services. Tammy Crumley, Director of Countywide Operations, clarified the rates charged by the company and the coverage provided.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve renewal of IFB 2021-B04 Lawn & Landscape Services with Texan Landscape LLC for one (1) additional year.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38486** Approve renewal of IFB 2022-B07 Road Building Materials - Hot Mix Overlay with Colorado Materials, Ltd. and Asphalt Inc. LLC, dba Lone Star Paving Company for one(1) additional year with the proposed price increases.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve renewal of IFB 2022-B07 Road Building Materials - Hot Mix Overlay with Colorado Materials, Ltd. and Asphalt Inc. LLC, dba Lone Star Paving Company for one(1) additional year with the proposed price increases.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38487** Approve renewal of IFB 2022-B06 Road Building Materials - Limestone Rock Asphalt, Cold Mix with Vulcan Construction Materials, LLC. for one (1) additional year with the proposed price increases.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve renewal of IFB 2022-B06 Road Building Materials - Limestone Rock Asphalt, Cold Mix with Vulcan Construction Materials, LLC. for one (1) additional year with the proposed price increases.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38488** Approve renewal of IFB 2022-B05 Countywide Portable Toilets and Handwashing Station Rental Services with United Site Services of Texas, Inc.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve renewal of IFB 2022-B05 Countywide Portable Toilets and Handwashing Station Rental Services with United Site Services of Texas, Inc.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38489** Authorize the submission of a preliminary application of the Texas Department of Transportation (TxDOT), FY23 Transportation Alternatives Set Aside Grant Program in the amount of \$1,393,181.23.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the submission of a preliminary application of the Texas Department of Transportation (TxDOT), FY23 Transportation Alternatives Set Aside Grant Program in the amount of \$1,393,181.23.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38490** Approve Utility Permits.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve Utility Permits.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38491** Approve specifications for IFB 2023-B13 Contractor for IT-Elections Building Renovation and authorize Purchasing to solicit for bids and advertise.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve specifications for IFB 2023-B13 Contractor for IT-Elections Building Renovation and authorize Purchasing to solicit for bids and advertise.



AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38492** Approve out-of-state travel, utilizing the Sheriff's Office Continuing Education Funds, for Lt. Clint Pulpan to attend Force Science Certification on March 6-10, 2023, in Columbia, South Carolina.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve out-of-state travel, utilizing the Sheriff's Office Continuing Education Funds, for Lt. Clint Pulpan to attend Force Science Certification on March 6-10, 2023, in Columbia, South Carolina.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38493** Approve time extension of RFP 2022-P01 Hays County Property-Civic Center Road and Clovis Barker Road with Casey Development, LTD until June 30, 2023.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve time extension of RFP 2022-P01 Hays County Property-Civic Center Road and Clovis Barker Road with Casey Development, LTD until June 30, 2023.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38494** Approve renewal of IFB 2020-B04 Concrete with Brauntex Materials and Lauren Concrete.

*Rodrigo Amaya made a public comment concerning the dates in the contract.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve renewal of IFB 2020-B04 Concrete with Brauntex Materials and Lauren Concrete.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38495** Authorize the purchase of three (3) truck tool boxes valued at \$1,781.85 for the Development Services Department and amend the budget accordingly.

*Rodrigo Amaya made a public comment concerning the cost of the item. Commissioner Smith and Marcus Pacheco, Director of Development Services, explained why these tool boxes were chosen.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the purchase of three (3) truck tool boxes valued at \$1,781.85 for the Development Services Department and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38496** Authorize a purchasing waiver for the Sheriff's Office to utilize Magnet Forensics for investigative purposes and authorize the execution of a yearly service agreement valued at \$3,730.00.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize a purchasing waiver for the Sheriff's Office to utilize Magnet Forensics for investigative purposes and authorize the execution of a yearly service agreement valued at \$3,730.00.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

Authorize the internal reporting structure of the Office of Emergency Services to report to the Office of Emergency Management Director under the County Judge's authority.

*Judge Becerra explained his goal of improving communication between the Emergency Services and Emergency Management Offices. Commissioner Smith expressed concern over removing oversight from the Commissioners. The Court discussed with Mike Jones, Director of Emergency Services, how these changes would affect the department. Judge Becerra tabled the item and stated it will be discussed during Executive Session. No action taken.*

**38497** Authorize the Treasurer's Office to purchase two Waveworks office desks from Tangram valued at \$2,942.32 and amend the budget accordingly.

*Rodrigo Amaya made a public comment thanking Daphne Tenorio, Hays County Treasurer, for the information provided in the back-up.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Treasurer's Office to purchase two Waveworks office desks from Tangram valued at \$2,942.32 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38498** Establish the Community Liaison Manager position within the County Judge's Office at a grade 114 and authorize the purchase of additional supplies, training and equipment and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to establish the Community Liaison Manager position within the County Judge's Office at a grade 114 and authorize the purchase of additional supplies, training and equipment and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38499** Authorize the Pre-Trial Services Department to purchase one Zephyrus Ergonomic Bonded Leather High-Back Executive Chair from Office Depot, accept a donation for the purchase, and amend the budget accordingly.

*Rodrigo Amaya made a public comment concerning the cost of the item. Dan Lyon made a public comment concerning the cost of the item. Commissioner Shell explained why the Court must approve this item. Judge Becerra spoke about the Court's guidelines for purchasing. Commissioner Shell suggested reevaluating the Court's purchasing policy in the future. Stephanie Hunt, First Assistant County Auditor, spoke about previous purchasing practices. Commissioner Shell amended his motion to include a Not to Exceed amount for the chair and a \$100 donation from him to the County to help offset the cost. Vickie Dorsett, Hays County Budget Officer, explained the Pre-Trial Services Department's budget is in the ARPA fund and suggested moving this purchase to the County General Fund.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the Pre-Trial Services Department to purchase one Zephyrus Ergonomic Bonded Leather High-Back Executive Chair from Office Depot, not to exceed \$475, accept a \$100 donation from Lon Shell for the purchase, and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38500** Discussion and possible action to authorize the County Judge to execute an Advanced Funding Agreement (AFA) between Hays County and Texas Department of Transportation (TXDOT) related to the design and construction of traffic signals along FM 110.

*Commissioner Ingalsbe stated this will expedite the project and improve safety. Commissioner Shell thanked Commissioner Ingalsbe for her work on this project.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute an Advanced Funding Agreement (AFA) between Hays County and Texas Department of Transportation (TXDOT) related to the design and construction of traffic signals along FM 110.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38501** Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #70NGP200080 in the amount of \$2,305,404.09, and acceptance of the 2-year maintenance bond #276971Q in the amount of \$264,822.59 for Hymeadow subd., Section 2, Phase 2.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept road construction & surface drainage improvements, release the subdivision bond #70NGP200080 in the amount of \$2,305,404.09, and accept the 2-year maintenance bond #276971Q in the amount of \$264,822.59 for Hymeadow subd., Section 2, Phase 2.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38502** Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the bond #K40280649 in the amount of \$1,516,062.79, acceptance of the 2-year maintenance bond #PB03016800800M in the amount of \$177,475.03, and acceptance of the 1-year revegetation bond #PB03016800933 in the amount of \$63,324.15 for Crosswinds subd., Phase 5A & B.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to accept road construction & surface drainage improvements, release the bond #K40280649 in the amount of \$1,516,062.79, accept the 2-year maintenance bond #PB03016800800M in the amount of \$177,475.03, and accept the 1-year revegetation bond #PB03016800933 in the amount of \$63,324.15 for Crosswinds subd., Phase 5A & B.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38503** Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #PB10169600208 in the amount of \$1,997,294.74, and acceptance of the 2-year maintenance bond #EACX4027600 in the amount of \$254,453.91 for Mulberry Meadows, Phase 1 PICP.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept road construction & surface drainage improvements, release the subdivision bond #PB10169600208 in the amount of \$1,997,294.74, and accept the 2-year maintenance bond #EACX4027600 in the amount of \$254,453.91 for Mulberry Meadows, Phase 1 PICP.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38504** Discussion and possible action to approve the selection of Volkert, Inc. to provide construction, engineering & inspection (CE&I) services on an On-Call bases related to road improvement projects in Hays County; and authorize staff and counsel to negotiate a contract, as well as a Work Authorization #1 for CE&I services on the Robert S. Light Blvd project from RM 967 to IH-35 SBFR.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the selection of Volkert, Inc. to provide construction, engineering & inspection (CE&I) services on an On-Call bases related to road improvement projects in Hays County; and authorize staff and counsel to negotiate a contract, as well as a Work Authorization #1 for CE&I services on the Robert S. Light Blvd project from RM 967 to IH-35 SBFR.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38505** Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$133,292.43 for the Driftwood Golf and Ranch Club, Phase One, Block A, Lot 38, Replat (Performance Bond #4460965).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept fiscal surety for street and drainage improvements in the amount of \$133,292.43 for the Driftwood Golf and Ranch Club, Phase One, Block A, Lot 38, Replat (Performance Bond #4460965).

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38506** Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$279,153.34 for the Driftwood Ranch, Phase 3, Section 2 Subdivision (Performance Bond #4460964).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept fiscal surety for street and drainage improvements in the amount of \$279,153.34 for the Driftwood Ranch, Phase 3, Section 2 Subdivision (Performance Bond #4460964).

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38507** Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the Letter of Credit #20224128 in the amount of \$576,000.49, acceptance of the 2-year maintenance bond #PB03016800920 in the amount of \$71,580.67, and acceptance of the 1-year revegetation bond #PB03016800916 in the amount of \$26,778.02 for 6 Creeks subd., Phase 1, Section 5B.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept road construction & surface drainage improvements, release the Letter of Credit #20224128 in the amount of \$576,000.49, accept the 2-year maintenance bond #PB03016800920 in the amount of \$71,580.67, and accept the 1-year revegetation bond #PB03016800916 in the amount of \$26,778.02 for 6 Creeks subd., Phase 1, Section 5B.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38508** Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$2,174,384.25 for Headwaters at Barton Creek Subdivision, Phase 3 (Subdivision/Site Improvement Bond #ES00012802).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept fiscal surety for street and drainage improvements in the amount of \$2,174,384.25 for Headwaters at Barton Creek Subdivision, Phase 3 (Subdivision/Site Improvement Bond #ES00012802).

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38509** Discussion and possible action to authorize a purchasing waiver for the Transportation Department to purchase a replacement traffic counter w/metal housing from MetroCount USA, Inc. in the amount of \$970.00 as a result of irreparable damages sustained during a recent traffic study and amend the budget accordingly.

A motion was made by Commissioner Michelle Cohen, seconded by Commissioner Smith to authorize a purchasing waiver for the Transportation Department to purchase a replacement traffic counter w/metal housing from MetroCount USA, Inc. in the amount of \$970.00 as a result of irreparable damages sustained during a recent traffic study and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38510** Discussion and possible action to authorize the County Judge to execute Work Authorization #3 in the amount of \$102,735.00 between Hays County and Halff Associates, Inc., related to the 2020 Parks and Open Space Bond Program Master Services Agreement.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute Work Authorization #3 in the amount of \$102,735.00 between Hays County and Halff Associates, Inc., related to the 2020 Parks and Open Space Bond Program Master Services Agreement.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38511** Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and Halff Associates, Inc. for a topographic design survey of Sentinel Peak Preserve in the amount of \$37,620.00 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 Smith to authorize the County Judge to execute an agreement between Hays County and Halff Associates, Inc. for a topographic design survey of Sentinel Peak Preserve in the amount of \$37,620.00 and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38512** Discussion and possible action to accept the renaming of a street name as originally platted in Anthem Phase 2 Subdivision.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the renaming of a street name as originally platted in Anthem Phase 2 Subdivision.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38513** Discussion and possible action to award a contract for IFB 2023-B10 Culverts with Contech Engineered Solutions, LLC.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to award a contract for IFB 2023-B10 Culverts with Contech Engineered Solutions, LLC.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38514** Discussion and Possible action to award RFP 2023-P03 Countywide Plumbing to SI Mechanical, LLC. and authorize staff and General Counsel to negotiate a contract.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to award RFP 2023-P03 Countywide Plumbing to SI Mechanical, LLC. and authorize staff and General Counsel to negotiate a contract.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

Discussion and possible action related to the appointment of members to the Hays County Historical Commission, pursuant to Chapter 318 of the Texas Government Code.

*Commissioner Ingalsbe suggested either authorizing the current Commission to continue their work until a full list of nominees is presented at the next Court meeting, or appointing the available applicants and returning with the remaining at the next meeting. Judge Becerra and Commissioner Cohen discussed taking more time in order to find more applicants. Anita Collins, Executive Assistant to the Hays County Judge, spoke about recent issues with the Commission, including a lack of meeting minutes and annual reports. Commissioner Shell gave support for the Historical Commission and suggested appointing the current applicants so that they may begin working. Commissioner Smith stated he would like to make appointments today and bring back the remaining at the next meeting. The Court discussed their options moving forward. Pat Gibson, Application Committee Chair for the Hays County Historical Commission, spoke about the application process and the need to finalize the members. Marie Bassett, Historical Marker Chair for the Hays County Historical Commission, stated projects have been put on hold until members are appointed and asked for action. Judge Becerra asked for all applications to be sent to the Court. Lila Knightt, Secretary of the Hays County Historical Commission, raised concerns about conducting business without elected officers. No action taken.*

Discussion and possible action regarding Project Midnight Blue in Precinct 2.

*Dan Lyon made a public comment against the Greater San Marcos Partnership. Victoria Vargas, Director of Economic Development for the City of Kyle, introduced Jeff Barton and Project Midnight Blue, a mixed-use development in Precinct 2. Jeff Barton presented Project Midnight Blue and asked the Court for support. Judge Becerra thanked Barton for his work on this project. Commissioner Ingalsbe gave support for the project, especially the planned public park and trail system. Commissioner Cohen gave support for the project and stated she would like to speak with Kyle City Council for more information. Commissioner Shell gave support for the project and asked for more details on the total investment in the public infrastructure and the expected increase in taxable value. Commissioner Smith gave support for the project and its parks and open space plans. No action taken.*

**38515** Discussion and possible action to authorize the County Judge to execute a \$75,000.00 capital funding contract with The Housing Authority of the City of Kyle, TX related to facility improvements as approved during the FY23 budget process.

*Commissioner Ingalsbe stated this will fund repairs to the Pete Dressen and Charles Young buildings, which provide housing to low-income families.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a \$75,000.00 capital funding contract with The Housing Authority of the City of Kyle, TX related to facility improvements as approved during the FY23 budget process.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38516** Discussion and possible action to authorize the Information Technology Director to execute equipment quotes for ordering new or replacement Cradlepoint devices through RCN Technologies.

*Jeff McGill, Director of Information Technology, explained how this will speed up the process of equipping law enforcement and first responder vehicles.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Information Technology Director to execute equipment quotes for ordering new or replacement Cradlepoint devices through RCN Technologies.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38517** Discussion and possible action to authorize Road Supervisor, slot 1035-007 with the Transportation Department to take a county issued vehicle to his residence outside the county.

*Commissioner Shell explained that employees who respond to emergencies are able to take a County vehicle to their residence if they live within Hays County or up to 20 miles from their principal office location.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize Road Supervisor, slot 1035-007 with the Transportation Department to take a county issued vehicle to his residence outside the county.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**Clerk's Note:** Executive Session began at 12:26 p.m. and resumed back into open court at 2:29 p.m.

**Clerk's Note Agenda Item #K-1 RE:** *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. - WAS PULLED.*

**38518** 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 Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

*Commissioner Ingalsbe stated this is one more segment (approximately 10 miles) to provide connectivity to existing Park Improvements and mobility in and around Greater San Marcos.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to Execute an Interlocal Agreement between Hays County and the City of San Marcos, related to the Purgatory Creek Improvements Project, submitted as a Parks and Open Space Advisory Commission Round 2 Project, to be utilized for Parkland Purposes, as discussed and presented in Executive Session, and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

*Commissioner Shell stated this is for a Texas Parks and Wildlife Department recreational trails program.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize General Counsel to participate in submitting, on behalf of Hays County and with participation by partnering entities, a trails grant application for a connecting trail between existing Hays County conservation properties in Precinct 3 of Hays County; and to authorize payment of 1/3 of the costs of surveying along this proposed segment, to be paid from the "General Counsel - Legal" budget.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**Clerk's Note Agenda Item #K-3 RE:** *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 at Clovis Barker Road and Civic Center Loop, San Marcos in Pct.1. Possible discussion and/or action may follow in open court. - WAS PULLED.*

**38519** Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of all individual positions within the Hays County Office of Emergency Services. Possible discussion and/or action may follow in open court.

*Judge Becerra stated there are no changes to employment and any hiring decisions for the Director position must come to Commissioners Court. Commissioner Shell clarified this is for communication purposes only.*

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to update the communication path from Office of Emergency Services directly to Office of Emergency Management with no organizational changes.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38520** 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 at 401 Veterans Drive, Kyle in Pct.3. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to Execute a lease agreement between Hays County and CenTex AmVets Post 115, for ongoing use of County-owned property at 401 Veteran's Drive, as discussed and presented in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with General Counsel and deliberation regarding the purchase, exchange, lease, or value of real property located at or near the corner of FM150 and SH21, in Precinct 1 of Hays County. Possible action may follow in open Court.

*No action taken.*

**38521** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near FM 621 in Pct. 1. Possible discussion and/or action may follow in open court.

*Commissioner Ingalsbe stated this is for the Acquisition of Easement needed for Crystal Clear Special Utilities District.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize execution of a purchase agreement for easements on Parcel 6 of the FM 621 Improvement Project located in Precinct 1, owned by HK Baugh Ranch, LLC, and authorize disbursement of purchase price plus any associated closing costs, as presented in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

*Commissioner Ingalsbe stated this includes the Acquisition of Right of Way of Parcel 7 owned by HK Riley's Point, LLC, and the Acquisition of Easement needed for Crystal Clear Special Utilities District.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize execution of a purchase agreement for easements on Parcel 7 of the FM 621 Improvement Project located in Precinct 1, owned by HK Riley's Point, LLC, and authorize disbursement of purchase price plus any associated closing costs, as presented in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38522** Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of positions within the Hays County Treasurer's Office. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Michelle Cohen, seconded by Commissioner Ingalsbe to authorize the County Treasurer to fill the vacant Treasury Services Manager slot 0076-001 as a temporary employee at an hourly rate of \$38.46 with no County benefits, effective January 18, 2023 through September 30, 2023, as discussed in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38523** Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of all individual positions within the office of the Hays County Auditor's Office. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra to authorize the Auditor's Office to regrade the Internal Auditor II slot 0026-001 to a Senior Internal Auditor effective January 1, 2023, with a 3% salary increase, as discussed in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**Clerk's Note Agenda Item #L-1 RE:** *Discussion and possible action related to the burn ban.* - **WAS PULLED.**

**Clerk's Note Agenda Item #L-2 RE:** *Discussion related to the Hays County inmate population, to include current population counts and costs.* - **WAS PULLED.**

**Clerk's Note Agenda Item #L-3 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 #L-4 RE:** *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).* - **WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 2:34 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 17, 2023.



*Elaine H. Cardenas*  
\_\_\_\_\_  
ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO  
CLERK OF THE COMMISSIONERS' COURT OF  
HAYS COUNTY, TEXAS



HAYS COUNTY COMMISSIONERS' COURT MINUTES



JANUARY 31, 2023

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 31st DAY OF JANUARY A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA  
DEBBIE GONZALES INGALSBE  
MICHELLE COHEN  
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:

Chad Chaddick, First Baptist Church San Marcos, 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**

*Harvey Jenkins made a public comment concerning high taxes and County representation. Dan Lyon made a public comment concerning taxes and the Greater San Marcos Partnership. Rodrigo Amaya made a public comment concerning the Office of General Counsel and asking for the release of the body camera footage related to the death of Joshua Wright. Daphne Tenorio, Hays County Treasurer, made a public comment concerning the operations of the Treasurer's Office and asking for a GSA audit of the Treasurer's and District Clerk's Offices. Elaine Cardenas, County Clerk, read an emailed public comment from Sam Brannon concerning transparency within the Elections Office and the selection of new voting equipment.*

**38524** Adopt a Proclamation recognizing February 2023 as Dating Violence Awareness Month.

*Commissioner Smith spoke about the Mock Trial that is held by the Hays-Caldwell Women's Center and Dripping Springs Independent School District, and encouraged the other school districts in the County to hold their own event.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation recognizing February 2023 as Dating Violence Awareness Month.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38525** Adopt a Proclamation recognizing February 2023 as American Heart Month in Hays County.

*Mike Thrasher, President of the San Marcos Lions Club, thanked the Court for the proclamation and stated the Lions Club will be funding the purchase of Automated External Defibrillators (AEDs) for the County.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Michelle Cohen to adopt a Proclamation recognizing February 2023 as American Heart Month in Hays County.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38526** Adopt a Proclamation recognizing February 2023 as Spay/Neuter Awareness Month.

*Cara Stewart, Marketing Coordinator for PAWS of Central Texas, thanked the Court for the proclamation and spoke about the benefits of spaying/neutering pets.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Michelle Cohen to adopt a Proclamation recognizing February 2023 as Spay/Neuter Awareness Month.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**Clerk's Note Agenda Item #F-4 RE: Presentation Recognizing The County Clerk's Office For Receiving The Five-Star Award From The Texas Department Of State Health Services - Vital Statistics Section. - WAS PULLED.**

**38527** Approve payments of County invoices.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve payments of County invoices.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**



**Clerk's Note Agenda Item #G-2 RE: Approve the payment of Juror checks. - WAS PULLED.**

**38528** Approve the payment of United Healthcare claims.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the payment of United Healthcare claims.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38529** Approve the payment of the January 31, 2023 payroll disbursements in an amount not to exceed \$4,323,074.31 effective January 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the payment of the January 31, 2023 payroll disbursements in an amount not to exceed \$4,323,074.31 effective January 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38530** Approve Commissioners Court Minutes of January 3, 2023.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve Commissioners Court Minutes of January 3, 2023.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38531** Approve and confirm the appointment of Gabriel D. Cunnion as a regular full-time Deputy Constable in the Hays County Constable, Precinct 2 Office.

*Michael Torres, Constable Precinct 2, explained this is an existing position that must be approved by the Commissioners Court and presented the nominee. The Court welcomed Deputy Cunnion.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve and confirm the appointment of Gabriel D. Cunnion as a regular full-time Deputy Constable in the Hays County Constable, Precinct 2 Office.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38532** Authorize the County Judge to execute a rental agreement between the Hays County Local Health Department and Dripping Springs Ranch Park in the amount of \$1,006.25 for the venue location of the June 2023 Hays County Local Health Department Summer Health Fair.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a rental agreement between the Hays County Local Health Department and Dripping Springs Ranch Park in the amount of \$1,006.25 for the venue location of the June 2023 Hays County Local Health Department Summer Health Fair.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38533** Authorize the Hays County Constable Pct. 4 Office to accept a donation of \$1,646.50 from the Knights of Columbus Council #11695 and amend the budget accordingly.

*Commissioner Smith thanked the Knights of Columbus for the donation.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Hays County Constable Pct. 4 Office to accept a donation of \$1,646.50 from the Knights of Columbus Council #11695 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38534** Authorize the County Judge to execute an Interlocal Agreement for Use of Jail Facility between Atascosa County and Hays County for the care and custody of Hays County inmates, effective January 1, 2023.

*Dan Lyon made a public comment concerning grammatical mistakes in the agreement. Rodrigo Amaya made a public comment against the agreement and outsourcing inmates. Mark Kennedy, General Counsel, explained this is an amended and reinstated agreement with changes to the cost per day and medical billing procedures. Jordan Powell, Assistant General Counsel, further explained the medical billing change. Commissioner Smith stated this is normal change to a contract and asked that public comments stay on the same topic as the posted agenda item.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute an Interlocal Agreement for Use of Jail Facility between Atascosa County and Hays County for the care and custody of Hays County inmates, effective January 1, 2023.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38535** Approve the purchase amount of \$1,527.50 for batteries and seals for routine maintenance on election equipment; authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a) (7) (D).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the purchase amount of \$1,527.50 for batteries and seals for routine maintenance on election equipment; authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a) (7) (D).

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38536** Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Specialty Courts Program for the Hays County Mental Health Court in the amount of \$259,949.62.

*Commissioner Smith stated this is funding for the Mental Health Court and thanked Commissioner Ingalsbe for her help with other mental health initiatives.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Specialty Courts Program for the Hays County Mental Health Court in the amount of \$259,949.62.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38537** Authorize the Office of Emergency Services Community Emergency Response Team (CERT) division to accept a donation from the San Marcos Lions Club in the amount of \$5,400.00 and amend the budget accordingly.

*Rodrigo Amaya made a public comment expressing concerns about promoting favoritism. The Court thanked the Lions Club for their donation and gave assurance that the CERT volunteers serve everyone.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Office of Emergency Services Community Emergency Response Team (CERT) division to accept a donation from the San Marcos Lions Club in the amount of \$5,400.00 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38538** Approve Utility Permits.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve Utility Permits.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38539** Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Homeland Security Grant Program in the amount of \$33,975.63.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Homeland Security Grant Program in the amount of \$33,975.63.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38540** Authorize the execution of a resolution and submission of a grant application to the Office of the Governor (OOG) Homeland Security Grant Program, in the amount of \$494,100.00.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a resolution and submission of a grant application to the Office of the Governor (OOG) Homeland Security Grant Program, in the amount of \$494,100.00.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38541** Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division grant program for Body Worn Cameras project for the Hays County Fire Marshal's Office in the amount of \$11,753.10.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Criminal Justice Division grant program for Body Worn Cameras project for the Hays County Fire Marshal's Office in the amount of \$11,753.10.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38542** Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Victim Assistance, First Responder Mental Health grant program in the amount of \$10,081.25.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Victim Assistance, First Responder Mental Health grant program in the amount of \$10,081.25.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38543** Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, State Homeland Security Grant Program for the Hays County HazMat Team Monitor Maintenance project in the amount of \$14,470.00.

*Rodrigo Amaya made a public comment asking for more information on this item. Tammy Crumley, Director of Countywide Operations, stated this is a maintenance program for monitors the County already owns. Mike Jones, Director of Emergency Services, explained this is an annual occurrence for public safety and grant funds are used, not County funds. Judge Becerra spoke about the importance of these drills.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, State Homeland Security Grant Program for the Hays County HazMat Team Monitor Maintenance project in the amount of \$14,470.00.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38544** Authorize the submission of a grant renewal to the Department of State Health Services (DSHS) Tuberculosis (TB) State Grant Program in the amount of \$39,611.00.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the submission of a grant renewal to the Department of State Health Services (DSHS) Tuberculosis (TB) State Grant Program in the amount of \$39,611.00.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38545** Approve the reappointment of Tom Richey to the Board of Emergency Services District #3 for a two-year term ending December 31, 2024.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the reappointment of Tom Richey to the Board of Emergency Services District #3 for a two-year term ending December 31, 2024.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38546** Approve the appointment of Chase Stapp to the Board of Emergency Services District #3, effective February 1, 2023, for a two-year term ending December 31, 2024.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the appointment of Chase Stapp to the Board of Emergency Services District #3, effective February 1, 2023, for a two-year term ending December 31, 2024.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38547** Accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 5.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 5.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**Clerk's Note Agenda Item #G-23 RE:** *Amend various departmental operating, special revenue and capital project budgets in preparation for FY 2023 quarterly financial reporting.* - **WAS PULLED.**

**38548** Accept donations totaling \$12,067.14 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

*Commissioner Smith thanked those who donated to the Child Protective Board.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept donations totaling \$12,067.14 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38549** Authorize the execution of the Pre-Award Project Verification for the Texas Department of Agriculture, Community Block Development Grant for the Cedar Oaks Mesa Waterline Improvement Project.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of the Pre-Award Project Verification for the Texas Department of Agriculture, Community Block Development Grant for the Cedar Oaks Mesa Waterline Improvement Project.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38550** Approve specifications for RFP 2023-P04 Countywide Electrical and authorize Purchasing to solicit for proposals and advertise.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve specifications for RFP 2023-P04 Countywide Electrical and authorize Purchasing to solicit for proposals and advertise.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38551** Authorize the County Judge to execute a Contract Amendment with Parabellum Research pursuant to IFB 2022-B01 Duty & Training Ammunition, adding two additional items to the contract.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Contract Amendment with Parabellum Research pursuant to IFB 2022-B01 Duty & Training Ammunition, adding two additional items to the contract.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38552** Authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Rifle Resistant Body Armor Grant program in the amount of \$23,034.40.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of a resolution and the submission of a grant application to the Office of the Governor, Rifle Resistant Body Armor Grant program in the amount of \$23,034.40.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38553** Approve specifications for IFB 2023-B03 Robert S Light Boulevard and authorize Purchasing to advertise and solicit for bids.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve specifications for IFB 2023-B03 Robert S Light Boulevard and authorize Purchasing to advertise and solicit for bids.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38554** Authorize the execution of a resolution and the acceptance of a renewal grant award from the Texas Indigent Defense Commission (TIDC) for the FY23 Improvement Grant Program in the amount of \$41,806.00.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of a resolution and the acceptance of a renewal grant award from the Texas Indigent Defense Commission (TIDC) for the FY23 Improvement Grant Program in the amount of \$41,806.00.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38555** Discussion and possible action to authorize the County Judge to execute a Professional Service Agreement between Hays County and Raba Kistner, Inc. to provide construction, engineering & inspection (CE&I) services on an On-Call basis related to road improvement projects in Hays County.

*Jerry Borcharding, Transportation Director, and Mark Kennedy, General Counsel, provided clarification on the item.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a Professional Service Agreement between Hays County and Raba Kistner, Inc. to provide construction, engineering & inspection (CE&I) services on an On-Call basis related to road improvement projects in Hays County.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38556** Discussion and possible action to accept Santa Fe Run and Great Northern into the County road maintenance system.

*Commissioner Ingalsbe spoke about the poor conditions of the road and the lack of cooperation from the developers to resolve the issues. Jerry Borcharding, Transportation Director, stated the road was built to County standards but was not maintained. Commissioner Shell clarified the road was constructed per County specifications, but the County failed to take the road into its system. Borcharding stated maintenance was attempted in 2002 but was not done.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept Santa Fe Run and Great Northern, which were originally built as County roads, into the County road maintenance system.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38557** Discussion and possible action to call for a public hearing on February 14, 2023 to establish a 3-way stop location on Longbow Lane at the intersection with Whistling Wind Lane in the Woodcreek North subdivision.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for a public hearing on February 14, 2023 to establish a 3-way stop location on Longbow Lane at the intersection with Whistling Wind Lane in the Woodcreek North subdivision.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38558** Discussion and possible action to rescind the previous court action from December 6, 2022 establishing a 3-way stop location on Longbow Lane at Indian Princess in Woodcreek North subdivision.

*Commissioner Shell stated the original location had right-of-way and visibility issues, and that after further analysis, a better 3-way stop location was identified.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to rescind the previous court action from December 6, 2022 establishing a 3-way stop location on Longbow Lane at Indian Princess in Woodcreek North subdivision.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38559** Discussion and possible action to accept the maintenance bond rider extension from Lockhart Excavation, LLC until April 14, 2023 for Heaton Hollow subd. - Maintenance bond #61BSBID3153 in the amount of \$80,548.01.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept the maintenance bond rider extension from Lockhart Excavation, LLC until April 14, 2023 for Heaton Hollow subd. - Maintenance bond #61BSBID3153 in the amount of \$80,548.01.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38560** Discussion and possible action to call for a public hearing on February 14, 2023 to establish a No Dumping zone on Old Bastrop Hwy on the cul-du-sac south of Redwood Road.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to call for a public hearing on February 14, 2023 to establish a No Dumping zone on Old Bastrop Hwy on the cul-du-sac south of Redwood Road.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38561** PLN-2116-NP; Discussion and possible action regarding the Rocky Creek Estates, Preliminary Plan.

*Marcus Pacheco, Development Services Director, gave background on the property and stated staff recommends approval upon the conditions in the back-up being met.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to conditionally approve the Rocky Creek Estates, Preliminary Plan (PLN-2116-NP).

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38562** PLN-2079-NP; Discussion and possible action regarding the Brownson Acres subdivision.

*Marcus Pacheco, Development Services Director, gave background on the property and stated staff recommends approval upon the conditions in the back-up being met.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to conditionally approve the Brownson Acres subdivision (PLN-2079-NP).

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38563** Discussion and possible action to confirm members to the Hays County Historical Commission.

*Commissioner Ingalsbe nominated Irma Gaitan, Frank Arredondo, and Lupe Costilla. Commissioner Cohen nominated Patrick Gibson, Anthony Davis, Jeremy Garrett, James Herbert, and Lila Knightt. Judge Becerra nominated Faye Haskins, Johnny Flores, Jonafa Banbury, Anita Collins, Robert Rizo, and Alex Banbury.*

**Clerk's Note:** Alex Banbury was later removed from the list of nominees from Judge Becerra.

A motion was made by Judge Becerra, seconded by Commissioner Ingalsbe to confirm the members nominated in Commissioners Court to the Hays County Historical Commission.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38564** Discussion and possible action to authorize a \$10,000.00 annual salary increase for one Attorney V position, slot 0784-009 effective February 1st that has been serving as an Acting Court Chief since 1/1/2023, now to be confirmed in that position as official Court Chief for the Hays County Criminal District Attorney's Office.

*Kelly Higgins, Hays County District Attorney, gave background on the position. Commissioner Smith complimented Higgins for following through and compiling the necessary information from Human Resources and the Budget Office.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize a \$10,000.00 annual salary increase for one Attorney V position, slot 0784-009 effective February 1st that has been serving as an Acting Court Chief since 1/1/2023, now to be confirmed in that position as official Court Chief for the Hays County Criminal District Attorney's Office.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38565** Discussion and possible action to accept a Proposal from Water & Earth Technologies (WET) related a replacement Data Collection Unit (DCU) located on the northwest corner of Hugo Road and Cascade Trail; authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a)(7)(D) and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept a Proposal from Water & Earth Technologies (WET) related a replacement Data Collection Unit (DCU) located on the northwest corner of Hugo Road and Cascade Trail; authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a)(7)(D) and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38566** Discussion and possible action to authorize County Court at Law to hire the County Court Reporter slot 0765-002 at the 73.48 percentile of the current salary range effective February 20, 2023.

*Judge Elaine Brown made a public comment concerning hiring issues and the shortage of court reporters. Judge Jimmy Alan Hall made a public comment concerning the difficulties in holding court with limited staff and the delay of justice. Commissioner Ingalsbe inquired about inconsistencies this may create with the other court reporter position salaries. Judge Brown explained this individual has more experience, but they hope to raise all court reporter salaries in the future. Commissioner Cohen gave support for the item. Commissioner Smith spoke about the need to standardize court reporter salaries across all courts. Judge Becerra spoke about the long delay of the salary study and the need to assist the newly elected officials in hiring. The Court discussed with the Judges how these issues can be solved.*

A motion was made by Commissioner Michelle Cohen, seconded by Commissioner Shell to authorize County Court at Law to hire the County Court Reporter slot 0765-002 at the 73.48 percentile of the current salary range effective February 20, 2023.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38567** Discussion and possible action to authorize the County Judge to execute an agreement between Hays County and SI Mechanical, LLC. for Countywide Plumbing Services, pursuant to RFP 2023-P03.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute an agreement between Hays County and SI Mechanical, LLC. for Countywide Plumbing Services, pursuant to RFP 2023-P03.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38568** Discussion and possible action to authorize the County Judge to execute a \$50,000.00 capital funding contract with Central Texas Dispute Resolution Center (DRC) as approved during the FY23 budget process.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a \$50,000.00 capital funding contract with Central Texas Dispute Resolution Center (DRC) as approved during the FY23 budget process.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38569** Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Greater San Marcos Youth Council Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

*Commissioner Shell stated he would like to add an additional \$100,000 from the Precinct 3 allocation and amend the Agreement.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Greater San Marcos Youth Council Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38570** Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Dripping Springs Community Missions Partnership Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Dripping Springs Community Missions Partnership Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38571** Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Wimberley 4-H Buyers Pool, Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

*Commissioner Smith stated these funds will go toward the facility used by all 4-H members countywide.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Wimberley 4-H Buyers Pool, Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38572** Discussion and possible action to establish a budget for the Local Assistance and Tribal Consistency Fund (LATCF) under the American Rescue Plan Act totaling \$100,000.00.

*Commissioner Smith stated a portion of these funds will go toward the Sheriff's Office for fentanyl outreach and education.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to establish a budget for the Local Assistance and Tribal Consistency Fund (LATCF) under the American Rescue Plan Act totaling \$100,000.00.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38573** Discussion and possible action to approve the naming of a private driveway in Precinct 3, Amber Sky Lane.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the naming of a private driveway in Precinct 3, Amber Sky Lane.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

Discussion on status of salary study conducted by Management Advisory Group International, Inc.

*Shari Miller, Director of Human Resources, reviewed the timeline of the salary study and presented its findings. The Court expressed concern with the study's timeline and discussed what is needed moving forward, including a meeting with Management Advisory Group (MAG) and County leadership. Daphne Tenorio, Hays County Treasurer, Marisol Villarreal-Alonso, Hays County Auditor, and Vickie Dorsett, Hays County Budget Officer, provided insight on having department heads and elected officials involved in the study and the selection committee during the RFP process. Elaine Cardenas, Hays County Clerk, spoke about the urgent need for action and her disappointment with the initial report. She recommended forming a committee independent of Human Resources and giving a 10% cost of living increase to employees in the meantime. Cynthia Millonzi, Assistant County Clerk, spoke about issues with the contract and initial report and offered a plan moving forward that involves collaboration between all departments. The Court concluded more communication is needed between all departments.*

**Clerk's Note:** Judge Becerra called for a recess that began at 11:48 a.m. and resumed back into open court at 12:03 p.m.

**38574** Discussion and possible action to increase by 10% the pay of all employees in Hays County whose salary is under \$100,000 and who are not bound by the Collective Bargaining Agreement effective February 1, 2023.

*Judge Becerra spoke about the difficulties employees are having due to low pay and implementing a 10% increase to bring Hays County closer to the market average. Commissioner Ingalsbe spoke about the need to address salaries. Vickie Dorsett, Hays County Budget Officer, outlined several pay increase plans and the effect they would have on the budget.*

**Clerk's Note:** Judge Becerra called for a recess that began at 12:11 p.m. and resumed back into open court at 1:18 p.m.

*The Court discussed with Dorsett salary increase options and possible issues, including budgeting, creating discrepancies between employees, the amount of discretion given to department heads, and whether to set the cut-off at a salary dollar amount or a position grade. Commissioner Smith suggested a one-time allocation for employees until the salary study is complete.*

A motion was made by Commissioner Michelle Cohen, seconded by Judge Becerra to increase by 10% the pay of all employees in Hays County whose salary is under \$100,000 and who are not bound by the Collective Bargaining Agreement effective February 1, 2023.

AYE: Commissioner Michelle Cohen, Judge Becerra

NAY: Commissioner Ingalsbe, Commissioner Shell, Commissioner Smith

**2 - 3 Failed**

**Clerk's Note:** Item K-13 was reopened at 2:05 p.m.

*The Court further discussed which grades to include in a 10% increase. Commissioner Smith expressed concern over how the cut-off will be decided. Commissioner Shell stated he believes this should be decided in a more collaborative manner with all department heads and elected officials.*

A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra to increase by 10% the pay of all employees in Hays County from grades 106 to 113 and who are not bound by the Collective Bargaining Agreement effective February 1, 2023.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Smith, Judge Becerra

NAY: Commissioner Shell

**4 - 1 Passed**

**Clerk's Note:** Executive Session began at 2:23 p.m. and resumed back into open court at 6:05 p.m.

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.

*No action taken.*

**38575** Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of the Government Center Security positions within the office of the Hays County Sheriff's Office. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to transfer Deputy slot 0550-072 and 5 vacant Deputy slots with associated law enforcement equipment, cars and agreed upon operational expenses from the Sheriff's Office to the Constable Precinct 1 Office for Government Center security operations, transitional date to be determined by the Sheriff and Constable as presented in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding employment and duties of all individual positions within the office of Hays County Human Resources. Possible discussion and/or action may follow in open court.

*No action taken.*

**38576** 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 Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize adoption of a Resolution related to a Recreational Trails Grant for the trails associated with property owned by ByrdNest Ventures, LLC, over which Hays County holds a conservation easement, as presented in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**

**38577** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 101 Thermon Drive, San Marcos. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to Authorize Execution of a Commercial Letter of Intent to Purchase between Hays County and Old GGCA 1660, LLC, related to the purchase of the property located at 101 Thermon Drive, San Marcos, Texas; to authorize funding the Purchase with funding from the General Fund - Miscellaneous Capital Improvements; and to authorize General Counsel to take all actions and Execute all documents incidental to Closing the transaction.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

**5 - 0 Passed - Unanimously**



**38578** 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 fee simple interest in 4.429 acres, and drainage easement rights in 0.7077 acres and 0.689 acres from property located along FM 2001, owned by Triple Ewald Farms, LLC a Texas limited liability company, and which are required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcels 76, 76E1 and 76E2). Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the use of the County's power of eminent domain to acquire: fee simple title in and to approximately 4.429 acres (Parcel 76); and drainage easement rights in and across approximately 0.7077 acres and 0.6890 acres (Parcels 76E1 and 76E2) from property located along FM 2001, owned by Triple Edward Farms, LLC, a Texas limited liability company, and which are required for the construction of the proposed FM 2001 roadway improvements and related public utility adjustments, and take other appropriate action (Parcels 76, 76E1, and 76E2).

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith,  
Judge Becerra

**5 - 0 Passed - Unanimously**

**38579** 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 easement interest in 0.7486 acres from property located along FM 2001, owned by Lesley M. Nickel n/k/a Lesley M. Simpson, and which is required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcel 80E). Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the use of the County's power of eminent domain to acquire easement interest in and to approximately 0.7486 acres (Parcel 80E) located along FM 2001 owned by Lesley M Nickel n/k/a Lesley M. Simpson and which is required for the construction of the proposed FM 2001 roadway improvements and related public utility adjustments, and take other appropriate action (Parcels 80E).

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith,  
Judge Becerra

**5 - 0 Passed - Unanimously**

**38580** 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 fee simple interest in 5.389 acres, and drainage and utility easement rights in 0.1433 acres and 0.395 acres from property located along FM 2001, owned by Mark L. Simpson and Lesley M. Simpson, and which are required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcels 81, 81E1 and 81E2). Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the use of the County's power of eminent domain to acquire: fee simple title in and to approximately 5.389 acres (Parcel 81); and drainage easement rights in and across approximately 0.1433 acres and 0.3950 acres (Parcels 81E1 and 81E2) from property located along FM 2001, owned by Mark L. Simpson and Lesley M. Simpson and which is required for the construction of the proposed FM 2001 roadway improvements and related public utility adjustments, and take other appropriate action (Parcels 81, 81E1, and 81E2).

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith,  
Judge Becerra

**5 - 0 Passed - Unanimously**

**38581** 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 fee simple interest in 1.563 acres from property located along FM 2001, owned by Terrell Lee Olle, and which is required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcel 90). Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the use of the County's power of eminent domain to acquire fee simple interest in 1.563 acres from property located along FM 2001, owned by Terrell Lee Olle, which is required for the construction of the proposed FM 2001 roadway improvements and related public utility adjustments, and take other appropriate action (Parcel 90).

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith,  
Judge Becerra

**5 - 0 Passed - Unanimously**

**38582** 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 fee simple interest in 6.10 acres, and drainage and utility easement rights in 0.1143 acres, 0.1189 acres and 0.1143 acres from property located along FM 2001, owned by Geraldine Fogle McCormick, individually and as Trustee of the Family Trust created under the last will and testament of Thaddeus Charles McCormick, Jr., and which are required for the construction of the proposed FM 2001 roadway improvements, and take other appropriate action (Parcels 91, 91E1, 91E2 and 91E3). Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the use of the power of eminent domain to acquire fee simple interest in 6.10 acres, and drainage and utility easement rights in 0.1143 acres, 0.1189 acres and 0.1143 acres from property located along FM 2001, owned by Geraldine Fogle McCormick, individually and as Trustee of the Family Trust created under the last will and testament of Thaddeus Charles McCormick, Jr., and which are required for the construction of the proposed FM 2001 roadway improvements and related utility adjustments, and take other appropriate action (Parcels 91, 91E1, 91E2, and 91E3).

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith,  
Judge Becerra

**5 - 0 Passed - Unanimously**

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 2400 N IH 35, San Marcos. Possible discussion and/or action may follow in open court.

*No action taken.*

**38583** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near FM 1626. Possible discussion and/or action may follow in open court.

*Commissioner Smith clarified this is a Temporary Construction Easement that was put in place for work on an agricultural pond that needed to be modified because of the FM 1626 Project, and the Easement is no longer needed.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to Authorize Execution of a Release of Temporary Construction Easement related to the FM 1626 Improvement Project, as presented in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Michelle Cohen, Commissioner Shell, Commissioner Smith,  
Judge Becerra

**5 - 0 Passed - Unanimously**

**Clerk's Note Agenda Item #M-1 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 626 for the week of January 22, 2023, with a peak of 635 inmates on January 27, 2023. The estimated cost for outsourcing inmates this week was \$169,777. The average number of outsourced males is 264 and females is 12. This week's inmates were housed in the following counties: Atascosa, Blanco, Burnet, Comal, Fort Bend, Haskell, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 20.*

**Clerk's Note Agenda Item #M-3 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 #M-4 RE:** *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).* - **WAS PULLED.**


## **ADJOURNMENT**

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 6:14 p.m.

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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 31, 2023.



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





## Hays County Commissioners Court

Date: 02/14/2023

Requested By:

Don Montague, Constable Pct 3

Sponsor:

Commissioner Shell

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### Agenda Item

Approve and confirm the appointment of Michael Dwayne Fuentes as a regular full-time Deputy Constable in the Hays County Constable Precinct 3 Office. **SHELL/MONTAGUE**

### Summary

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

#### Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

(a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000. Deputy Constable David Gamble will fill the budgetary approved position in the Constable, Pct. 5 Office.

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AGENDA ITEM REQUEST FORM: **G. 6.**

## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Constable Montague

**Sponsor:**

Commissioner Shell

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### **Agenda Item**

Accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 3. **SHELL/MONTAGUE**

### **Summary**

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

Attached: Reports

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### **Attachments**

Racial Profile Analysis

Racial Profiling Full Report

# Racial Profiling Analysis Report

## HAYS CO. CONST. PCT. 3

01. Total Traffic Stops:	190	
02. Location of Stop:		
a. City Street	0	0.00%
b. US Highway	0	0.00%
c. County Road	87	45.79%
d. State Highway	103	54.21%
e. Private Property or Other	0	0.00%
03. Was Race known prior to Stop:		
a. NO	190	100.00%
b. YES	0	0.00%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	0	0.00%
b. Asian/ Pacific Islander	1	0.53%
c. Black	1	0.53%
d. White	167	87.89%
e. Hispanic/ Latino	21	11.05%
05. Gender:		
a. Female	94	49.47%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.53%
iii. Black	0	0.00%
iv. White	86	45.26%
v. Hispanic/ Latino	7	3.68%
b. Male	96	50.53%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	0.53%
iv. White	81	42.63%
v. Hispanic/ Latino	14	7.37%
06. Reason for Stop:		
a. Violation of Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	

# Racial Profiling Analysis Report

iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b. Pre-Existing Knowledge	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. Moving Traffic Violation	186	97.89%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.54%
iii. Black	1	0.54%
iv. White	167	89.78%
v. Hispanic/ Latino	17	9.14%
d. Vehicle Traffic Violation	4	2.11%
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	4	100.00%
07. Was a Search Conducted:		
a. NO	190	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.53%
iii. Black	1	0.53%
iv. White	167	87.89%
v. Hispanic/ Latino	21	11.05%
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	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	181	95.26%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.55%
iii. Black	1	0.55%
iv. White	163	90.06%
v. Hispanic/ Latino	16	8.84%
c. Citation	9	4.74%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	4	44.44%
v. Hispanic/ Latino	5	55.56%
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	190	100.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.53%
iii. Black	1	0.53%
iv. White	167	87.89%
v. Hispanic/ Latino	21	11.05%
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 02/07/2023

# Racial Profiling Report | Full

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Agency Name: HAYS CO. CONST. PCT. 3  
Reporting Date: 02/07/2023  
TCOLE Agency Number: 209103

Chief Administrator: WILLIAM D. MONTAGUE

Agency Contact Information:  
Phone: (512) 847-5532  
Email: don.montague@co.hays.tx.us

Mailing Address:  
P. O. BOX 1316  
200 Stillwater Road  
WIMBERLEY, TX 78676-1316

This Agency filed a full report

HAYS CO. CONST. PCT. 3 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. 3 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 3 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 3 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. 3 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 3 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. 3 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: DONNY R. TORRES  
Sergeant

Date: 02/07/2023

# Total stops: 190

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**Street address or approximate location of the stop**

City street	0
US highway	0
County road	87
State highway	103
Private property or other	0

**Was race or ethnicity known prior to stop?**

Yes	0
No	190

**Race / Ethnicity**

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	167
Hispanic / Latino	21

**Gender**

<b>Female</b>	<b>94</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	0
White	86
Hispanic / Latino	7
<b>Male</b>	<b>96</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	81
Hispanic / Latino	14

**Reason for stop?**

<b>Violation of law</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
<b>Preexisting knowledge</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Moving traffic violation</b>	<b>186</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	167
Hispanic / Latino	17
<b>Vehicle traffic violation</b>	<b>4</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	4
<b>Was a search conducted?</b>	
<b>Yes</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>No</b>	<b>190</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	167
Hispanic / Latino	21
<b>Reason for Search?</b>	
<b>Consent</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0		
<b>Contraband</b>	<b>0</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
<b>Probable</b>	<b>0</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
<b>Inventory</b>	<b>0</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
<b>Incident to arrest</b>	<b>0</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
<b>Was Contraband discovered?</b>			
<b>Yes</b>	<b>0</b>	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
<b>No</b>	<b>0</b>		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		



**Description of contraband**

<b>Drugs</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Weapons</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Currency</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Alcohol</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Stolen property</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Other</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

**Result of the stop**

<b>Verbal warning</b>	<b>0</b>
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Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Written warning</b>	<b>181</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	163
Hispanic / Latino	16
<b>Citation</b>	<b>9</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	4
Hispanic / Latino	5
<b>Written warning and arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Citation and arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Arrest</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Arrest based on</b>	
Violation of Penal Code	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0

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

<b>Yes</b>	<b>0</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
<b>Resulting in Bodily Injury To:</b>	
Suspect	0
Officer	0
Both	0
<b>No</b>	<b>190</b>
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	1
White	167
Hispanic / Latino	21

**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



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

T. CRUMLEY/MIKE JONES

**Sponsor:**

Judge Becerra

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**Agenda Item:**

Authorize the acceptance of a grant award from the General Land Office (GLO), Community Development Block Grant (CDBG), Local Hazard Mitigation Planning Program (LHMPP) in the amount of \$100,000.00 and amend the budget accordingly. **BECERRA/T. CRUMLEY/MIKE JONES**

**Summary:**

These funds will be used to update the current Hays County Local Hazard Mitigation Plan which was approved in 2018. Local Hazard Mitigation Plans are to be updated every five years in order to be eligible for funding from FEMA. On December 21, 2021 the Hays County Commissioners approved an amendment to the CDBG-MIT (Community Block Development Grant - Mitigation) with Langford Community Management Services to include the update of the Hazard Mitigation Plan. The total cost of the project is \$153,600.00.

Contract Number: 22-130-022-D868

**Fiscal Impact:**

Amount Requested: \$53,600 (required match)

Line Item Number: 153-762-99-183]

**Budget Office:**

Source of Funds: GLO Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: An application for the required matching funds has been submitted to FEMA.

(\$100,000) - Increase Intergovernmental Revenue 153-762-99-183.4301

\$100,000 - Increase Contract Services 153-762-99-183.5448

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Intergovernmental Revenues and Contract Services Expense

New Revenue Y/N?: Yes, \$100,000

Comments:

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**Attachments**

Contract



**GLO CONTRACT NO. 22-130-022-D868**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**LOCAL HAZARD MITIGATION PLANNING PROGRAM**  
**NON-RESEARCH & DEVELOPMENT**  
**MITIGATION FUNDING**

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **HAYS COUNTY**, Texas Identification Number (TIN) **17460022415** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

**ARTICLE I - GENERAL PROVISIONS**

**1.01 SCOPE OF PROJECT AND SUBAWARD**

**(a) Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Planning Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

**(b) Subaward**

Subject to the terms and conditions of this Contract, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$100,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

**1.02 CONTRACT DOCUMENTS**

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** GLO Information Security Appendix (CDBG)
- ATTACHMENT F:** Public Law 113-2 Contract Reporting Template

**1.03 GUIDANCE DOCUMENTS**

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation/index.html>;
- (e) Other guidance posted at: <https://www.hudexchange.info/>; and
- (f) Other guidance posted at: <https://recovery.texas.gov/mitigation/programs/local-hazard-mitigation-plans/index.html>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

## 1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“Action Plan” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan submitted to and approved by HUD, outlining the proposed activities to be funded by CDBG-MIT allocations granted to the state from HUD. The Action Plan is available on the GLO’s disaster recovery website at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Amendment” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“Audit Certification Form” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“Benchmark” means the milestones identified in **Attachment A** that define actions and deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“Budget” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“CDBG-MIT” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“C.F.R.” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“Contract” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.



“Contract Documents” means the documents listed in **Section 1.02**.

“Contract Period” means the period of time between the effective date of the Contract and its expiration or termination date.

“Element A: Planning Process” means Element A found in Section 4.1 of FEMA’s Local Mitigation Plan Review Guide which outlines the planning process required of local jurisdictions when developing or updating a local hazard mitigation plan.

“Element B: Hazard Identification and Risk Assessment” means Element B found in Section 4.2 of FEMA’s Local Mitigation Plan Review Guide which provides a tool for subrecipients to use in developing a local hazard mitigation plan to demonstrate the factual basis for proposed activities that will reduce losses from identified hazards.

“Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$5,000, as further defined at 2 C.F.R. §200.313.

“Event of Default” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“Federal Assurances” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“FEMA” means the Federal Emergency Management Agency.

“FEMA Approval” or “FEMA APP” means the status letter issued by FEMA upon approval of the Subrecipient’s HMP, as adopted.

“FEMA Approval Pending Adoption” or “FEMA APA” means the status letter issued by FEMA upon approval of the Subrecipient’s submitted draft HMP.

“FEMA’s Local Mitigation Planning Handbook” means FEMA’s handbook to be used by local governments in developing or updating a local hazard mitigation plan. ([https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-planning-handbook\\_03-2013.pdf](https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-planning-handbook_03-2013.pdf)).

“FEMA’s Local Mitigation Plan Review Guide” means FEMA’s official source for defining the requirements of original and updated local mitigation plans submitted to FEMA by local jurisdictions in order to receive FEMA hazard mitigation project grant funding. The Local Mitigation Plan Review Guide can be found at: [https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-plan-review-guide\\_09\\_30\\_2011.pdf](https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-plan-review-guide_09_30_2011.pdf).

“Federal Register” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register

Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

“[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.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO-CDR](#)” means the Community Development and Revitalization division of the GLO.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[Hazard Mitigation Plan](#)” or “[HMP](#)” means the original or updated local hazard mitigation plans submitted by local jurisdictions to the GLO and TDEM in order to receive FEMA hazard mitigation project grant funding.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Local Hazard Mitigation Plan Program Application Guide](#)” or “[LHMPP Application Guide](#)” means GLO’s guidance that outlines the program requirements of GLO’s LHMPP.

“[Local Hazard Mitigation Plan Program](#)” or “[LHMPP](#)” means the Local Hazard Mitigation Plan Program administered by the GLO, in which funds are awarded to Subrecipients to assist them in either developing or updating their local Hazard Mitigation Plan (HMP).

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Revision](#)” means the GLO’s written approval of changes to Benchmarks or deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Subrecipient](#)” means Hays County, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[TDEM](#)” means the Texas Department of Emergency Management.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

## **1.05 INTERPRETIVE PROVISIONS**

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment B**; **Attachment C**; **Attachment E**; **Attachment F**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

## **ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME**

### **2.01 REIMBURSEMENT REQUESTS**

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

## **2.02 TIMELY EXPENDITURES**

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

**THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.**

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

## **2.03 VARIANCE**

Amendments to decrease or increase the subaward amount or to add or delete an Activity may be made only by written agreement of the Parties, under the formal Amendment process described in **Section 8.17**, below. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing and may be delivered by regular or electronic mail.

**SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM ELIGIBILITY AND COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF REMAINING, UNREQUESTED FUNDS.**

Upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter to Subrecipient.

## **2.04 PROGRAM INCOME**

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article**

IV of this Contract. Subrecipient shall return all program income to the GLO at least quarterly.

## **2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION**

**IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.**

## **ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT**

### **3.01 DURATION OF CONTRACT AND EXTENSION OF TERM**

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **February 28, 2026**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period one time for a period of up to two years. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

### **3.02 EARLY TERMINATION**

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

### **3.03 EVENTS OF DEFAULT**

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall



the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

### **3.04 REMEDIES; NO WAIVER**

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

### **3.05 REVERSION OF ASSETS**

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

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

## **ARTICLE IV - CONTRACT ADMINISTRATION**

### **4.01 SUBMISSIONS – GENERALLY**

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.11** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

**If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its**

**sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.**

**(a) Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

**(b) Other Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the "Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87," found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, "Disclosure of Lobbying Activities," found at Page 4 of **Attachment B**.

#### **4.02 REPORTING REQUIREMENTS**

Subrecipient shall submit any requested reports to the GLO through the TIGR system as prescribed in **Attachment A** or as specified by the GLO Grant Manager.

#### **4.03 HUD CONTRACT REPORTING REQUIREMENT**

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use a template developed by HUD to prepare the monthly reports, attached hereto as **Attachment F** and accessible online at <https://www.hudexchange.info/resource/3898/public-law-113-2-contract-reporting-template/>. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in Federal Register publications governing the CDBG-MIT funding allocation.



**ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT****5.01 FEDERAL FUNDING**

- (a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents.** A UEID and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

**5.02 STATE FUNDING**

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

### **5.03 RECAPTURE OF FUNDS**

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that is not eligible under CDBG-MIT regulations.**

### **5.04 OVERPAYMENT AND DISALLOWED COSTS**

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

## **ARTICLE VI - INTELLECTUAL PROPERTY**

### **6.01 OWNERSHIP AND USE**

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

### **6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES**

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government

approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

### **6.03 DISCLAIMER REQUIRED**

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

## **ARTICLE VII - RECORDS, AUDIT, AND RETENTION**

### **7.01 BOOKS AND RECORDS**

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

### **7.02 INSPECTION AND AUDIT**

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to

audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

### **7.03 PERIOD OF RETENTION**

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

## **ARTICLE VIII - MISCELLANEOUS PROVISIONS**

### **8.01 LEGAL OBLIGATIONS**

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO.**

### **8.02 CERTIFICATIONS FOR INTERLOCAL CONTRACT**

Each Party certifies that this Contract is authorized by its respective governing body, as applicable, or is otherwise authorized under procedures for entering into interlocal contracts that do not require the approval of its governing body. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying Party. The Parties agree any contractual payment described in this Contract is in an amount that fairly compensates the performing Party for the services or functions performed under this Contract.

### **8.03 INDEMNITY**

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

#### 8.04 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**

#### 8.05 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

#### 8.06 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

#### **8.07 EQUIPMENT AND COMPUTER SOFTWARE**

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. §§ 200.313 and 200.216.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.04** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

#### **8.08 COMMUNICATION WITH THIRD PARTIES**

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

#### **8.09 RELATIONSHIP OF THE PARTIES**

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

#### **8.10 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Subrecipient must comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, and D**. Subrecipient is deemed to know of and understand all



applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

#### **8.11 NOTICES**

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

##### **GLO**

Texas General Land Office  
1700 N. Congress Avenue, 7<sup>th</sup> Floor  
Austin, TX 78701  
Attention: Contract Management Division

##### **Subrecipient**

Hays County  
111 East San Antonio Street, Ste. 300  
San Marcos, TX 78666  
Attention: Ruben Becerra

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

#### **8.12 GOVERNING LAW AND VENUE**

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

#### **8.13 SEVERABILITY**

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

#### **8.14 DISPUTE RESOLUTION**

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim

nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

#### **8.15 CONFIDENTIALITY**

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without notice to the GLO.

#### **8.16 PUBLIC RECORDS**

The GLO shall post this Contract to the GLO’s website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

#### **8.17 AMENDMENTS TO THE CONTRACT**

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 2.03**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO’s Contract



Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

#### **8.18 ENTIRE CONTRACT AND MODIFICATIONS**

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

#### **8.19 PROPER AUTHORITY**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

#### **8.20 COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

#### **8.21 SURVIVAL**

The provisions of **Articles V, VI, and VII and Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.03, 8.04, 8.07, 8.08, 8.09, 8.10, 8.11, 8.12, 8.14, 8.15, 8.16, and 8.17** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

#### **8.22 CONTRACT CLOSEOUT**

Upon completion of all Activities required for the Contract and submittal of the final reimbursement request, the GLO will close the contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

**SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO PRIOR TO CONTRACT**

**EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS.**

The GLO will provide Subrecipient an official grant closeout letter upon satisfaction of all Project requirements.

**8.23 INDIRECT COST RATES**

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

**8.24 CONFLICT OF INTEREST**

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

**8.25 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

**8.26 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS**

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient.

- (b) Subrecipient shall timely respond to all submitted, written citizen complaints. Subrecipient shall notify citizens of the citizen participation process including location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

## **8.27 PREFERENCE AND PROCUREMENT OF MATERIALS**

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
  - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
  - (ii) in a way that meets the Contract's performance requirements; or
  - (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (b) As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (c) For purposes of section (b) above:
  - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **8.28 INFORMATION AND DATA SECURITY STANDARDS**

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix (CDBG)**, incorporated herein for all purposes as **Attachment E**.

## **8.29 STATEMENTS OR ENTRIES**

**WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.**

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

**Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.**

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR GLO CONTRACT No. 22-130-022-D868**  
**SUBRECIPIENT CONTRACT AGREEMENT**  
**LOCAL HAZARD MITIGATION PLANNING PROGRAM**

**GENERAL LAND OFFICE**

**HAYS COUNTY**

\_\_\_\_\_  
Mark A. Havens, Chief Clerk/  
Deputy Land Commissioner

\_\_\_\_\_  
By: Ruben Becerra  
Title: County Judge

Date of execution: \_\_\_\_\_

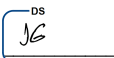
Date of execution: \_\_\_\_\_

OGC 

PM 

SDD 

DGC 

GC 

**ATTACHED TO THIS CONTRACT:**

**ATTACHMENT A** Performance Statement, Budget, and Benchmarks

**ATTACHMENT B** Federal Assurances and Certifications

**ATTACHMENT C** General Affirmations

**ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations

**ATTACHMENT E** GLO Information Security Appendix (CDBG)

**ATTACHMENT F** Public Law 113-2 Contract Reporting Template

**ATTACHMENTS FOLLOW**

**HAYS COUNTY  
22-130-022-D868****PERFORMANCE STATEMENT FOR UPDATE OF HMP**

Subrecipient shall perform, or cause to be performed, the following Planning Activities upon award of Local Hazard Mitigation Plan Program (LHMPP) grant funds: update its current local Hazard Mitigation Plan (HMP) that is within 2 years of its expiration date or has expired. The GLO's LHMPP provides aid to the most impacted and distressed (MID) areas covered in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan.

Subrecipient shall carry out the following Planning Activities in strict accordance with the terms of Subrecipient's GLO-approved Project guidelines, the terms of this Contract and all Attachments, and the requirements of the GLO Implementation Guide and the LHMPP Application Guide, as each may be amended over time. Each of these documents is incorporated by reference into this Contract.

The grant total is \$100,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

**PROJECT DESCRIPTION**

Subrecipient shall update the HMP and submit to the GLO, as well as TDEM and FEMA, for review and approval. Subrecipient's Activities performed under this Contract will result in a FEMA-approved HMP. Final HMPs must comply with the requirements of 44 C.F.R. §201.6.

Subrecipient shall prepare and submit to the GLO, for review and acceptance as to form, a preliminary draft of the HMP. Subrecipients should refer to FEMA's Local Mitigation Plan Review Guide ([https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-plan-review-guide\\_09\\_30\\_2011.pdf](https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-plan-review-guide_09_30_2011.pdf)) and FEMA's Local Mitigation Planning Handbook ([https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-planning-handbook\\_03-2013.pdf](https://www.fema.gov/sites/default/files/2020-06/fema-local-mitigation-planning-handbook_03-2013.pdf)) for guidance. At a minimum, Subrecipient shall include in the preliminary draft HMP submitted to the GLO both *Element A: Planning Process* and *Element B: Hazard Identification and Risk Assessment* pursuant to guidance found in FEMA's Local Mitigation Plan Review Guide. GLO's review and acceptance of the preliminary draft HMP is not a commitment nor confirmation by the GLO that the draft HMP will be approved by TDEM or FEMA.

Upon GLO's review and acceptance as to form of the preliminary draft of the HMP, Subrecipient shall submit the complete draft of the HMP to TDEM for its review and, subsequently, TDEM will forward the draft HMP to FEMA for review and approval. Subrecipient shall provide to the GLO the FEMA Approval Pending Adoption (APA) status letter and evidence of submission of the draft HMP to TDEM.

After formal adoption by local authorities of the HMP, Subrecipient shall submit to TDEM for FEMA's final approval the HMP, which includes formal adoption documentation substantiating Subrecipient's approval of the HMP. Subrecipient shall submit to the GLO the FEMA Approval (APP) status letter, along with Subrecipient's formal adoption documentation of the HMP.

If outside services are procured to assist in the preparation of the HMP, Subrecipient shall submit procurement documentation to the GLO. Failure to properly procure in accordance with state and federal laws, rules, and regulations, including but not limited to 2 C.F.R. 200, may be cause for rejection of the related-reimbursement request by Subrecipient.

### BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
MIT – Planning and Capacity Building	\$100,000.00	\$53,600.00	\$153,600.00
<b>TOTAL</b>	\$100,000.00	\$53,600.00	\$153,600.00

### BENCHMARKS

Benchmarks	Not-to-Exceed Draw Percentages by Budget Category*
GLO Approval of procurement documentation, if required, and GLO's review and acceptance as to form of the preliminary draft of the HMP	<b>0-25%</b>
Submission of FEMA APA status letter and documentation evidencing TDEM's receipt of draft HMP	<b>25.01-75%</b>
Submission of FEMA APP status letter and Subrecipient's formal adoption documentation of the HMP	<b>75.01-100%</b>

\*Subrecipient may draw up to, but not-to-exceed, the identified percentage of the budget category until stated deliverable(s) and reimbursement requests are submitted to and approved by the GLO.



**ASSURANCES – NON-CONSTRUCTION PROGRAMS**OMB Approval No. 4040-0007  
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.



9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE  County Judge
APPLICANT ORGANIZATION  Hays County	DATE SUBMITTED

**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87\****Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

*Statement for Loan Guarantees and Loan Insurance:*

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.**

NAME OF APPLICANT

Hays County

AWARD NUMBER AND/OR PROJECT NAME

22-130-022-D868

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Ruben Becerra

County Judge

SIGNATURE

DATE

\* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

**Disclosure of Lobbying Activities**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)OMB Number: 4040-0013  
Expiration Date: 02/28/2025

<b>1. *Type of Federal Action:</b> _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	<b>2. *Status of Federal Action:</b> _____ a. bid/offer/application _____ b. initial award _____ c. post-award	<b>3. *Report Type:</b> _____ a. initial filing _____ b. material change
<b>4. Name and Address of Reporting Entity:</b> _____ Prime      _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>    		
<b>6. Federal Department/Agency:</b>  	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i> : _____	
<b>8. Federal Action Number, <i>if known</i>:</b>  	<b>9. Award Amount, <i>if known</i>:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<b>b. Individuals Performing Services (including address if different from No. 10a)</b> Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>  *Signature: _____  *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

<b>Federal Agency Form Instructions Form Identifiers</b>		<b>Information</b>
Agency Owner		Grants.gov
Form Name		Disclosure of Lobbying Activities (SF-LLL)
Form Version Number		2.0
OMB Number		4040-0013
OMB Expiration Date		02/28/2025

<b>Field Number</b>	<b>Field Name</b>	<b>Required or Optional</b>	<b>Information</b>
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.

	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

**GENERAL AFFIRMATIONS**

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

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.\*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.\*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.\*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.\*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
  - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
  - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
  - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

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

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

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

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.\*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.\*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.\*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.\*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.\*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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**NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

**Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:**

**GENERALLY**

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

**CIVIL RIGHTS**

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

### **LABOR STANDARDS**

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

### **EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

### **GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

### **LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

### **HISTORIC PROPERTIES**

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971



(36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

#### **ENVIRONMENTAL LAW AND AUTHORITIES**

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

#### **COASTAL ZONE MANAGEMENT**

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

#### **SOLE SOURCE AQUIFERS**

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

#### **ENDANGERED SPECIES**

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

#### **WILD AND SCENIC RIVERS**

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

#### **AIR QUALITY**

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

**FARMLAND PROTECTION**

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

**HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

**ENVIRONMENTAL JUSTICE**

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

**SUSPENSION AND DEBARMENT**

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

**OTHER REQUIREMENTS**

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

**ACQUISITION / RELOCATION**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

**FAITH-BASED ACTIVITIES**

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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## **GLO Information Security Appendix (CDBG)**

### **1. Definitions**

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

### **2. Security and Privacy Compliance**

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8. Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9. Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

### **3. Data Ownership**

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

#### 4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

#### 5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at [informationsecurity@glo.texas.gov](mailto:informationsecurity@glo.texas.gov).
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

#### 6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

### P.L. 113-2 Contract Reporting Template

Grantees are to use this template to summarize all procured contracts, including those procured by the grantee, recipients, or subrecipients. For the purposes of this requirement, recipients and subrecipients are defined as any entity receiving funds directly from the grantee. Definitions of each field can be found below. Grantees are to update and upload this template to their website and to DRGR using the Lead Agency's Administration activity each quarter as part of their QPR submissions by selecting the "add additional documents" link in page 1 of the edit activity screen. Please note the specific activity title and number where the template has been uploaded within the QPR's Overall Progress narrative. Please contact your CDP representative with any questions about the requirements pertaining to this template or submit a question to <https://www.onecpd.info/get-assistance/my-question/> for DRGR technical assistance.

**Data Fields:**

Grantee	Enter grantee title as displayed in DRGR system.
Grant Number	Enter grant number as displayed in DRGR system.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. DUNS Number	Enter Data Universal Numbering System number of the Contractor. <u>Note:</u> Entering the DUNS into this template does not fulfill the requirement for grantees to enter DUNS into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 for more information on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

To insert additional ROWS, go to HOME menu, and select INSERT from the top left.

P.L. 113-2 Contract Reporting Template

Grantee:  
Grant Number:  
Date Updated:

A. Contractor Name	B. DUNS Number	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-DR Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXX-XXX	State of Texas	6/15/2013	6/15/2014	\$3,500,000	\$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

\*See Instructions tab for additional guidance on template elements.



**Certificate Of Completion**

Envelope Id: 21689B4D2A9A4165A1AFBAFF5E8AAB6F

Status: Sent

Subject: \$100K Contract: 22-130-022-D868 - Hays County (Texas GLO)

Source Envelope:

Document Pages: 63

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 5

Donna Ockletree

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1700 Congress Ave

Envelopeld Stamping: Enabled

Austin, TX 78701

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

Donna.Ockletree@glo.texas.gov

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Vada Dillawn



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vada.dillawn@glo.texas.gov

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Staff Attorney

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Texas General Land Office

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jet.hays.glo@recovery.texas.gov

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Deputy Director, Integration

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Security Level: Email, Account Authentication  
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Heather Lagrone



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heather.lagrone.glo@recovery.texas.gov

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Texas General Land Office

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Marc Barenblat



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marc.barenblat@glo.texas.gov

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Deputy General Counsel

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Security Level: Email, Account Authentication  
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Ruben Becerra Judge.becerra@co.hays.tx.us County Judge Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		Sent: 1/11/2023 9:58:49 PM Resent: 1/17/2023 10:03:03 AM Viewed: 1/24/2023 8:13:28 AM
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Security Level: Email, Account Authentication (None)  <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
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Editor Delivery Events	Status	Timestamp
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<p>Donna Ockletree donna.ockletree@glo.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	<p>Sent: 12/28/2022 12:04:05 PM</p>
<p>Jayne Williams Jaynee.Williams@glo.texas.gov Purchaser Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	<p>Sent: 12/28/2022 12:04:05 PM Viewed: 12/28/2022 12:53:34 PM</p>
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<p>Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	COPIED	<p>Sent: 1/11/2023 9:20:53 AM</p>
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<p>HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		

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<p>Pamela Mathews</p> <p><a href="mailto:pamela.mathews.glo@recovery.texas.gov">pamela.mathews.glo@recovery.texas.gov</a></p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Ryne Zmolik</p> <p><a href="mailto:ryne.zmolik.glo@recovery.texas.gov">ryne.zmolik.glo@recovery.texas.gov</a></p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Denise Hall</p> <p><a href="mailto:denise.hall.glo@recovery.texas.gov">denise.hall.glo@recovery.texas.gov</a></p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Michelle Esper-Martin</p> <p><a href="mailto:michelle.espermartin.glo@recovery.texas.gov">michelle.espermartin.glo@recovery.texas.gov</a></p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Tanya Masike</p> <p><a href="mailto:tanya.masike.glo@recovery.texas.gov">tanya.masike.glo@recovery.texas.gov</a></p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Jeana Bores</p> <p><a href="mailto:jeana.bores.glo@recovery.texas.gov">jeana.bores.glo@recovery.texas.gov</a></p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Tami Caudle</p> <p><a href="mailto:tami.caudle.glo@recovery.texas.gov">tami.caudle.glo@recovery.texas.gov</a></p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		
<p>Regina Erales</p> <p><a href="mailto:regina.erales.glo@recovery.texas.gov">regina.erales.glo@recovery.texas.gov</a></p> <p>Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>		

Carbon Copy Events	Status	Timestamp
Vincent Giambattista Vincent.Giambattista.ctr@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Colin Donovan colin.donovan.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/28/2022 12:04:05 PM
Envelope Updated	Security Checked	12/28/2022 12:17:47 PM
Envelope Updated	Security Checked	12/28/2022 12:17:48 PM
Envelope Updated	Security Checked	12/28/2022 12:17:48 PM
Envelope Updated	Security Checked	12/28/2022 12:17:48 PM
Envelope Updated	Security Checked	12/28/2022 12:17:48 PM
Envelope Updated	Security Checked	12/28/2022 12:17:48 PM
Envelope Updated	Security Checked	12/28/2022 12:17:48 PM
Envelope Updated	Security Checked	12/28/2022 12:17:48 PM
Envelope Updated	Security Checked	12/28/2022 12:17:48 PM
Envelope Updated	Security Checked	1/4/2023 9:42:01 AM
Payment Events	Status	Timestamps



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

T. CRUMLEY

**Sponsor:**

Commissioner Cohen

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**Agenda Item:**

Authorize Building Maintenance to have Sullivan Contracting Services install a new roof on the Kyle WIC Building in the amount of \$71,958.90. **COHEN/T.CRUMLEY**

**Summary:**

Funding to have the roof replaced on the Kyle WIC building was approved in the FY23 budget. The current roof is beyond repair, has multiple areas where it has been patched, has rotted areas, and leaks when it rains. Building Maintenance has secured a proposal to replace the WIC building's roof from Sullivan Contracting Services under Choice Partners Contract # 21/039MR-14. This proposal came in under budget and all funding was approved in the FY23 budget.

**Fiscal Impact:**

Amount Requested: \$71,958.90

Line Item Number: 170-657-00.5741

**Budget Office:**

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: No

Comments: Funding is available in this Special Revenue Fund.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes, Choice Partners Contract # 21/039MR-14

G/L Account Validated Y/N?: Yes, Miscellaneous Capital Improvement

New Revenue Y/N?: N/A

Comments:

---

**Attachments**

Proposal

FY23 Approved Budget



Quote: 1622197 / Date: 2/9/2023  
Project Number: 1622197

Customer

Sullivan Contracting Services  
2299 Rudeloff Rd. East  
Seguin, TX  
78155, US  
(830) 372-3812

Prepared By:  
Kyle Baker  
830-743-7335  
kyle@scs-tx.com

**Hays County**  
**712 Stagecoach Rd.**  
**San Marcos, TX**  
**78666, US**

**Chris Deichmann**

**chris.deichmann@co.hays.tx.us**

---

Project: Kyle WIC Roof Replacement

## Scope of Work

**Choice Partners Contract # 21/039MR-14**

**ATTENTION:** Chris Deichmann

## Project Description:

### Base bid

- Demolition of existing shingle roof to the deck and dispose of properly
- Remove 2 ft of plywood decking and install new along low eaves of building
- Inspect and Repair plywood decking as needed at an extra cost of \$ 195.00 per sheet
- Installation of all metal flashings at Drip edge, pipe penetrations and valleys
- Installation of new felt underlayment
- Installation new Shingles
- Clean and dispose of all roof related debris.

**Alt. - New Gutters and Downspouts Add ----- \$ 11,081.54**

### Excluded(-)

1. After Hours, Design, Electrical, HVAC, Plumbing, Fire Sprinkler/Alarm, Permitting, Testing, any items not listed above.
2. Price excludes any owner mandated COVID-19 Testing, Procedures, and/or changes to normal work practices not covered above.
3. Due to current volatility in the market, proposal has potential to only be guaranteed for 15 days

### Notes



Quote: 1622197 / Date: 2/9/2023  
Project Number: 1622197

CostWorks Base	\$82,592.71
85% Coeff	\$70,203.80
Owner Contingency	\$0.00

Summary

Subtotal	\$ 70,203.80
Bonding	\$ 1,755.10

\$ 71,958.90

Accepted By

Date

.....

.....



# FY 2023 Capital Equipment & Projects - Commissioners' Court Adopted

Budget Year 2023

Fund/Dept REQUESTED				2023		2023 Budget Office		No.	
				Qty	Cost Per Unit	Requested	Qty	Recommended	of 2023 Court Adopted
<b>Fund 144 - Historical Jail Restoration Fund</b>									
5741	Misc Capital Improvements								
	Historical Jail Restoration	1	667,683	667,683	1	667,683	1	667,683	
<b>Fund 144 - Historical Jail Restoration Fund Totals</b>						667,683		667,683	667,683
<b>Fund 150 - Park Bond 2011 Fund</b>									
5741	Misc Capital Improvements								
	5-Mile Dam Park Improvements	0	-	-	0	-	1	792,000	
<b>Fund 150 - Park Bond 2011 Fund Totals</b>						0		0	792,000
<b>Fund 170 - Infrastructure Imp Fee Fund</b>									
5741	Misc Capital Improvements								
	Misc Improvement Projects						1	400,000	497,166
	SO Jail - 12.5 Ton HVAC Unit (replacement)						1	13,200	13,200
	SO Jail - 5 Ton HVAC Unit (replacement)						1	6,600	6,600
	SO Jail - 7.5 Ton HVAC Unit (replacement)						1	9,500	9,500
	BRATWURST Groundwater Modeling Project	1	176,222	176,222	1	176,222	1	176,222	176,222
	Complete Remodel of County Clerk's Department Area	1	58,330	58,330	1	58,330	0	-	-
	Construct new employee office at Jacob's Well	1	60,000	60,000	1	60,000	1	60,000	60,000
	Dye Tracing Project	1	70,000	70,000	1	70,000	1	70,000	70,000
	Enclose loading dock area at PCT 3	1	15,000	15,000	1	15,000	1	15,000	15,000
	Expand/remodel County Clerk area at PCT 2	1	8,000	8,000	1	8,000	1	8,000	8,000
	General services not RHCP specific	1	60,000	60,000	1	60,000	1	60,000	60,000
	Install additional data drops for Development Services	2	2,000	4,000	2	4,000	2	4,000	4,000
	Install two additional cubicle spaces for Development Services	2	4,500	9,000	2	9,000	2	9,000	9,000
	New Roll Off Concrete Slab at Wimberley Recycling Center	1	10,000	10,000	1	10,000	1	10,000	10,000
	New Roof and Interior Wall Repair on PCT 3 Building	1	38,065	38,065	1	38,065	1	38,065	38,065
	New Roof on Kyle WIC Building	1	85,000	85,000	1	85,000	1	85,000	85,000
	Remodel/add employee space to Kyle Tax Office	1	50,000	50,000	1	50,000	1	50,000	50,000
	Replace HVAC unit at Precinct 4	1	7,937	7,937	1	7,937	0	-	-
	Replace HVAC unit at Yarrington Complex	1	8,779	8,779	1	8,779	0	-	-
	Replace Thermostats and wiring at Historic Courthouse	1	3,000	3,000	1	3,000	0	-	-
	Strip/Wax Floor of Development Services	1	2,560	2,560	1	2,560	0	-	-
	Strip/Wax Floor of Government Center	1	8,000	8,000	1	8,000	0	-	-
	Strip/Wax Floor of Health Department	1	1,440	1,440	1	1,440	0	-	-
	Strip/Wax Floor of PCT 2	1	1,600	1,600	1	1,600	0	-	-
	Strip/Wax Floor of PCT 5	1	320	320	1	320	0	-	-
	Tax Office at GC- Build 2 new office spaces & fully furnish	1	5,200	5,200	1	5,200	0	-	-
						682,453		1,111,753	1,111,753
<b>Fund 170 - Infrastructure Imp Fee Fund Totals</b>						682,453		1,111,753	1,111,753
<b>Net Grand Totals</b>						8,014,515		18,111,789	22,593,837



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Shari Miller

**Sponsor:**

Judge Becerra

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**Agenda Item:**

Authorize the County Judge to execute renewal liability coverage for storage tank systems with Commerce and Industry Insurance Company for a renewal premium of \$1,381.00. **BECERRA/MILLER**

**Summary:**

This policy includes coverage for storage tank third party liability, correction action, and clean-up costs as well as Terrorism Risk Insurance Act Coverage.

**Fiscal Impact:**

Amount Requested: \$1,381

Line Item Number: 001-645-00.5340

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Renewal

G/L Account Validated Y/N?: Yes, Insurance Expense

New Revenue Y/N?: N/A

Comments:

---

**Attachments**

Storage Tank Liability Proposal

# chamber

insurance agency services

Q#108134 23  
Pol#: 007128403

20 Commerce Drive  
Second Floor  
Cranford, N.J. 07016

Toll Free: 800.336.2007  
Fax: 973.731.2288  
www.chamberagent.com

1/20/23

Ms. Melissa Seralbo  
JI Special Risks Insurance Agency,  
Inc.  
10535 Boyer Boulevard, Suite 100  
Austin, TX 78758-

Re: AIG Environmental TankGuard® Program  
Applicant: County of Hays  
Effective Date: 5/10/23

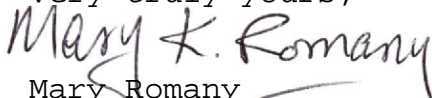
Dear Ms. Seralbo

Thank you for allowing Chamber Insurance Agency Services LLC to provide terms for coverage under the AIG Environmental TankGuard® Program. Having carefully reviewed your submission, we are pleased to offer the enclosed Premium Indication for a policy underwritten by the Commerce and Industry Insurance Company.

The enclosed Indication is based on the information contained in your submission, and may require that you submit certain additional information to us for approval prior to our binding coverage on your behalf. Moreover, this Indication could be subject to change or withdrawal, depending on the content of the information provided.

We recommend that you immediately review this Indication in its entirety to determine whether any additional information is required. If so, we encourage you to submit it to us immediately.

Very truly yours,



Mary Romany  
On Behalf of Chamber Insurance Agency Services  
(973) 669-2370  
mromany@chamberagent.com  
Enclosures

NOTIFICATIONCHANGE TO INSURER'S ADDRESS

Please be advised that all references to the address 175 Water Street, New York, NY 10038 contained in the Policy, Declarations, riders, endorsements, and Policy notices are hereby deleted in their entirety and replaced with the following: 1271 Ave of the Americas FL 37, New York, NY 10020-1304

All other terms and conditions of the Policy remain the same.

Prepared Especially For  
County of Hays

The following is our premium indication for the storage tank system listed below. Coverage for Storage Tank Third Party Liability, Corrective Action and Clean-up Costs is offered using Commerce and Industry Insurance Company Form #81106(08/09) with the appropriate endorsements listed below.

Coverage is offered on a Claims Made and Reported Basis.

Policy Dates: From: 5/10/23 To: 5/10/24

Retroactive Date: See Schedule

Commission Rate: 5.00

Covered Storage Tank Systems Locations: See Schedule Attached

Opt.	Limits of Liability (Ea Incident/Agg.)	Deductible (Ea Incident)	Annual Premium	State Surcharges	
001	1,000,000/ 1,000,000	25,000	1,155	.00 *	.00 **

All premiums are fully earned upon tank removal. There will be no credit for midterm removal.

\* State Surcharges are in addition to the annual premium and are assessed when covered locations are within the states of KY, WV, NJ, FL and/or OR.

\*\* This is the additional State Surcharge premium if TRIA is accepted. Payment of surcharges is expected along with the annual premium at binding of coverage.

The premium amount(s) stated above does not include the premium for Terrorism Risk Insurance Act Coverage. Please see the attached Disclosure Statement regarding Terrorism Risk Insurance Act Coverage and the premium for such coverage. In the event that you choose to purchase TRIA Coverage along with one of the options above, the total premium shall be the premium shown above for the option chosen plus the TRIA Coverage premium shown on the attached Disclosure Statement for that option.

Coverage Forms and Endorsements:

- Storage Tank Policy 81106(08/09)
- Storage Tank Declarations Page 81206(08/09)
- Site Schedule 81029(02/13)
- Schedule of Coverage Storage Tank Systems 81017(10/02)
- Separation of Insureds Endorsement 81026(10/02)
- Gaining the Ultimate Value-Added Advantage Thgh AIG 127135(11/17)
- Economic Sanctions Endorsement 89644(06/13)
- Notice of Loss/Notice of Claim 91968(12/06) CI2940
- 81755(03/03) Texas Amendatory End. Concealment & Fraud Condition
- 74802(03/20) Texas Liability Ins. Amen. Endt Cancellation & Nonren.
- 81046(10/02) Texas Endorsement Prompt Payment of Claim
- 81045(10/02) Texas Endt Notice of Settlement of Liability Claims
- 135940(2/20) Texas Complaint Notice

This indication is subject to the following, prior to binding:

- Written request to bind
- Signed TRIA Disclosure Statement (if Insured is rejecting coverage)
- If TRIA Coverage is rejected, then All Terrorism Exclusion Endorsement 118950(1/15) will be attached.
- If TRIA Coverage is accepted, Federal Share of Compensation Under TRIA And Cap On Losses Endorsement 125595(03/17) will be attached.
- Full Net Premium Payment by effective date
- Prior Acts - Current Declaration page, Tank/Location Schedule, Recently Valued Loss Runs

NOTICE: PLEASE READ CAREFULLY THE ATTACHED POLICYHOLDER DISCLOSURE STATEMENT UNDER TERRORISM RISK INSURANCE ACT OF 2002. THE INSURED REPRESENTS AND WARRANTS THAT AN OFFICER OF THE INSURED SHALL COMPLETE, SIGN AND RETURN SUCH DISCLOSURE STATEMENT TO THE COMPANY WITHIN 30 DAYS OF THE DATE OF BINDING THIS INDICATION, IF CERTIFIED ACTS OF TERRORISM COVERAGE UNDER TRIA OF 2002 IS REJECTED BY THE INSURED AND THAT THE INSURED OR ITS BROKER SHALL ADVISE THE COMPANY ELLECTRONICALLY THROUGH THE E-TANK SYSTEM OF SUCH REJECTION PRIOR TO BINDING. HOWEVER, IF SUCH COVERAGE IS ACCEPTED BY THE INSURED, THE BROKER MUST ADVISE THE COMPANY IN WRITING ELLECTRONICALLY THROUGH THE E-TANK SYSTEM PRIOR TO BINDING, THE COMPANY SHALL RELY UPON THIS REPRESENTATION AND WARRANTY IN THE ISSUANCE OF ANY BINDER ISSUED RELATED TO THIS INDICATION.

All submitted information is subject to underwriter approval.

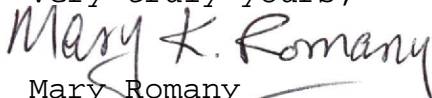
Federal and/or state required Storage Tank Certificates of Financial responsibility.

40 CFR 280.97 or state equivalent will also be included when the policy is issued.

This indication is valid for 30 days from the date of this letter if new business, or if a renewal, until the proposed policy inception date shown above.

If you have any questions regarding this indication, please contact the program specialist shown below.

Very truly yours,



Mary Romany  
Senior Account Executive  
(973) 669-2370

## SCHEDULE OF COVERED STORAGE TANK SYSTEMS

Q#108134 23  
Pol#: 007128403

Location Address	UST/ AST	Capacity Capacity	Install Year	Retro Date
Hays County Transportation Dept.				
2171 Yarrington Road				
San Marcos, TX 78666				
	AST	4,000	2012	11/15/12
	AST	4,000	2012	11/15/12

**POLICYHOLDER DISCLOSURE NOTICE OF  
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, REJECTS in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Option 1 Terrorism Act Premium: \$226

\_\_\_\_\_ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

**Commerce and Industry Insurance Company**

\_\_\_\_\_  
Policyholder/Applicant's Signature

**Return to: Chamber Insurance Agency LLC  
20 Commerce Drive, 2<sup>nd</sup> Floor  
Cranford, NJ 07016-3617**

\_\_\_\_\_  
Policyholder/Applicant's Printed Name

\_\_\_\_\_  
Date

County of Hays  
Quote#: 108134



County of Hays

I/We accept Proposal for a policy providing the following Limits of Liability and Deductible:

Limits of Liability: \_\_\_\_\_ Deductible: \_\_\_\_\_

\_\_\_\_\_ I hereby elect to purchase Terrorism coverage for a premium of \$ \_\_\_\_\_.

\_\_\_\_\_ I hereby reject coverage in accordance with the Terrorism Risk Insurance Act of 2002.

\_\_\_\_\_  
Signature of Applicant or Authorized Representative

\_\_\_\_\_  
Date



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

**Sponsor:** Commissioner Ingalsbe

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**Agenda Item:**

Authorize the Commissioner Pct. 1 Office to support Rodriguez Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for students, families and staff. **INGALSBE**

**Summary:**

The Commissioner Pct. 1 Office would like to provide sponsorship funding to Rodriguez Elementary for perfect attendance students, staff appreciation, family engagement activities and food pantry and essential item's distribution to be held at Rodriguez Elementary, 1481 Esplanade Pkwy, San Marcos, in the 2023-2024 school year.

Objectives are:

• Encourage partnerships with students, families and staff with campus visits.

• Provide memorable experiences to students.

• Create and strengthen family bonds.

• Uplift students, families and staff.

• Help families that are going through a hard time with food pantry and essential items needed for the school year

Attachment: Rodriguez Elementary Sponsorship Letter

Funds are available within the Commissioner's operating budget to provide sponsorship support.

**Fiscal Impact:**

Amount Requested: \$250.00

Line Item Number: 001-601-00.5353

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Community Program Expense

New Revenue Y/N?: N/A

Comments:

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**Attachments**

Rodriguez Donation Letter



Greetings ,

My name is Barbara Montana. I am the Parent Liaison at Rodriguez Elementary School. We are back in full swing this new year. We hope you had a great Holiday break. There are many great things in the works planned to uplift our students, family and staff. We could really use your assistance to make these events successful. I am helping our attendance clerk with attendance celebrations. We have 3 coming up.

Here at Rodriguez we pride ourselves in celebrating the students with perfect attendance. On March 10th we will be having a pizza party with fun and prizes for all the students that don't miss a day January 17th - March 9th. We will also celebrate the kids with perfect attendance January 4th - May 11th with a special trip to GattiTown on May 12th. Our students with ALL year perfect attendance will be able to go to the San Antonio Zoo on May 22nd. Annually we are able to give these memorable experiences to over 300 students. We rely on community support to continue to provide these awesome activities. Celebrating our staff is also an important part of who we are here at Rodriguez.

We have a heart cart filled with snacks that goes around the school on Fridays to show appreciation to our staff. I host a monthly family engagement activity to have families come on campus and create bonds. I also help families that are going through a hard time with food pantry, clothing, shoes and essential items as needed. I believe if we can help the families as much as possible the kids learning

wont skip a beat. Any donation is greatly appreciated.

Thank you so much for your continued support. If you would like to sponsor any of these events or have any questions please let me know.

Barbara Montana

[Barbara.montana@smcisd.net](mailto:Barbara.montana@smcisd.net)

512.757.8862

512.665.3744



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

T. CRUMLEY

**Sponsor:**

Commissioner Shell

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**Agenda Item:**

Authorize Building Maintenance to purchase two (2) Rubbermaid Commercial Utility Carts in the amount of \$1,692.94 and amend the budget accordingly. **SHELL/T.CRUMLEY**

**Summary:**

Building Maintenance would like to purchase two utility handcarts that can be used to move supplies and equipment around sites and buildings. Building Maintenance has secured a quote from Grainger under their Sourcewell contract #121218-WWG, and funding for this purchase has been identified in the Building Maintenance FY23 Operating Budget.

**Fiscal Impact:**

Amount Requested: \$1,692.94

Line Item Number: 001-695-00.5719\_400

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,693 - Increase Misc. Equipment\_Operating 001-695-00.5719\_400

(\$1,693) - Decrease Building Maintenance Supplies 001-695-00.5207

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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**Attachments**

Grainger Quote



# Quotation

100 Grainger Pkwy  
Lake Forest IL 60045-5201  
www.grainger.com  
(800)472-4643

## Customer Information

HAYS COUNTY  
712 S STAGECOACH TRL  
SAN MARCOS TX 78666-6073

## Billing Information

HAYS COUNTY  
712 S STAGECOACH TRL  
SAN MARCOS TX 78666-6073

## Shipping Information

HAYS COUNTY  
712 S STAGECOACH TRL  
SAN MARCOS TX 78666-6073

## Information

Grainger Quote Number 2053200748  
Quote Start Date 01/25/2023  
Quote Expiration Date 02/25/2023  
Creation Date 01/25/2023  
Grainger EIN Number 36-1150280  
PO #  
PO Create Date  
PO Release # 121218-WWG  
Customer Number 884374349  
Department Number  
Project/Job Number  
Requisitioner Name  
Attention  
Caller OTHON AGUIRRE  
Telephone Number 5126180349  
Page 1 / 2

## Freight Forwarder

We will deliver according to the following terms and conditions:

Incoterms@2020: FOB ORIGIN  
Freight Terms: Prepaid + Fee  
Carrier: \* See line item detail  
Payment Terms: Net 30 days after invoice date

## Special Instructions:

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
10	4DFV6	Utility Cart,750 lb. Load Cap. Manufacturer: RUBBERMAID COMMERCIAL PRODUCTS Part Number: FG454610BLA Customer Part No.: EXPECTED 1/27 AT TIME OF EMAIL Carrier: Origin: US		2.00	EA	833.97	1,667.94



Quotation

100 Grainger Pkwy  
Lake Forest IL 60045-5201  
www.grainger.com  
(800)472-4643

Information	
Grainger Quote Number	2053200748
Creation Date	01/25/2023
Customer Number	884374349
Page	2 / 2

Item PO-Line	Material	Description	Expected Del Date	Qty	Unit	Price	Total in USD
Sub Total							1,667.94
Estimated Shipping							0.00
Estimated Other Shipping							25.00
Total USD							\$ 1,692.94
Thank you for the opportunity to provide this quotation.							
Please reference our Grainger quote number when you are ready to place your order.							
Any changes to the products and/or quantities identified in the quotation may result in different pricing.							
Quoted shipping charges and delivery date are subject to change. Upon acceptance of the quotation by customer, Grainger will provide actual shipping charges for the order, if applicable.							
This transaction is subject to the current contract between customer and Grainger; or if no contract exists, the Terms of Sale located at <a href="https://www.grainger.com/content/mc/policies/terms-of-sale">https://www.grainger.com/content/mc/policies/terms-of-sale</a> .							

**Hays County Commissioners Court****Date:** 02/14/2023**Requested By:**

Jerry Borcharding

**Sponsor:**

Commissioner Shell

**Co-Sponsor:**Commissioner Cohen

---

**Agenda Item**Approve Utility Permits. **COHEN/INGALSBE/BORCHERDING****Summary**

TRN-2023-5729-UTL	Frontier to bore 5,700' of fiber along Milam Creek Dr, Pigeon River and Jackson River.
TRN-2023-5774-UTL	PEC to set one new pole within existing overhead line along Old Bastrop Highway at intersection with Francis Harris Lane.
TRN-2023-5775-UTL	Installation of PEC power pole(s) necessary for construction of well, septic system and eventual single family residence.
TRN-2023-5776-UTL	Centerpoint Energy to install 2,794' of 2" low intermediate natural gas pipeline along Main street to serve commercial customer.
TRN-2023-5892-UTL	WTCPUA to connect to an existing 8" water line along the east side of Heritage Oaks Drive to supply water to a new EMS station on the west side of Heritage Oaks Drive.

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**Attachments**

Permit

Site Plan

Permit

Site Plan

Location Map

Permit

Site Plan

Location Map

Permit

Site Plan

Site Plan

Permit

Site Plan

Location Map

Permit

Site Plan





# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://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 3/13/2023 .

### Utility Company Information:

Name: Frontier Communications  
Address: 2611 45th St Dickinson TX  
Phone: 5812290876  
Contact Name: DARRIN ALBRECHT

### Engineer / Contractor Information:

Name: Future Infrastructure LLC  
Address: 555 S Town East Blvd Mesquite TX 75149  
Phone: 4697850696  
Contact Name: Tim Knoll

### Hays County Information:

Utility Permit Number: TRN-2022-5729-UTL  
Type of Utility Service: FIBER  
Project Description:  
Road Name(s): , , , , , ,  
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 .

02/07/2023

---

Signature

Title

Date

FRONTIER COMMUNICATION  
CONSTRUCTION SPECIFICATIONS

1. Contact Frontier Engineer CORY RIGGS at (310) 210-988 sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces. NOTE: FRONTIER COMMUNICATIONS, INCORPORATED, RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATE FROM PLANS AND SPECIFICATIONS.
2. All conduit riser bends to have a minimum thirty-six (36) inch radius.
3. All horizontal ninety (90) degree bends shall have a minimum radius of 12.5 feet and all vertical ninety (90) degree bends shall have a minimum radius of three feet. No more than two ninety (90) degree horizontal bends shall be placed in any single run unless otherwise specified. Contact the Frontier engineer concerning any required deviations.
4. All conduit must be proven using a mandrel no less than a 1/2" smaller than the conduit placed. Wall to wall measurements must be taken with a measured tape and a 3/8" polypropylene pull rope in each duct. An accurate wall to wall measurement of conduit placed must be As-built on an approved Frontier construction plan. A copy of the As-built conduit work order must be provided to the Frontier inspector assigned to your project.
5. Place weatherproof caps on all terminated conduits.
6. Approved plastic conduit (PVC Sch. 40, TYPE-C or HDPE (2") is to be used in underground construction unless otherwise specified.
7. Conduit terminated on a pole must be PVC Sch. 80. Location of riser on pole will be called out by engineering on the construction plan.
8. Conduit placed in same trench with primary power conduit must be separated by a minimum of twelve (12) inches of well-packed sand or three inches of concrete, and have a minimum of thirty-six (36) inches of cover when placed behind curb face. All street crossings and conduits placed in the driven portion of the roadway must have a minimum of thirty-six (36) inches of cover to top of pipe. CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.

PERMITTING AGENCY:  
HAYS COUNTY

PICK UP POINT:  
NEW HH

PATH FOOTAGE:  
BORE = 5700'  
HAND DIG = 4'

MATERIALS:  
(1) NEW FDH CABINET 144  
(14) NEW 17"x30" HH  
(1) NEW 3'X3' HH  
(4) NEW 2'X3' HH  
(35) NEW 11"x11"x16" DROP BOX  
4822' OF (1)-1.25" DUCT  
878' OF (2)-1.25" DUCTS  
4' OF (1)-1.4" DUCT



Know what's below.  
Call before you dig.

# CONSTRUCTION PACKAGE

FDH - 244 MILAM CREEK DR  
FALLING RIVER RUN & MILAM CRK DR  
KYLE, TX 78640



VICINITY MAP  
NTS

## ABBREVIATIONS

BLDG	BUILDING	PED	PEDESTAL (UTILITY)
C/L	CENTER LINE	PVC	POLYVINYL CHLORIDE
CONC	CONCRETE	P/L	PROPERTY LINE
CSW	CONCRETE SIDEWALK	RR	RAILROAD
DWY	DRIVEWAY	R/W	RIGHT OF WAY
EOC	EDGE OF CURB	SL	STREET LIGHT
EOP	EDGE OF PAVEMENT	W-BLDG	WALL TO BUILDING
ETW	ETW LINE	W-P	WALL TO POLE
HH	HANDHOLE	W-W	WALL TO WALL
MH	MANHOLE	P.U.E.	PUBLIC UTILITY EASEMENT
NTS	NOT TO SCALE	C/G	CURB & GUTTER

## LEGEND

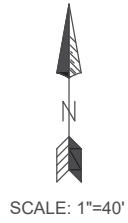
	New Trench
	New Bore
	Existing Gas
	Existing Water
	Existing Telephone
	Existing Sewer
	Existing Storm Drain
	Existing Electric
	Existing Manhole
	Existing Handhole (2'x3' or 17"x30")
	DSLAM
	X-CONNECT
	POWER PEDESTAL
	TELCO PEDESTAL
	3' X 5' PULL BOX
	POLE

**Frontier**  
COMMUNICATIONS

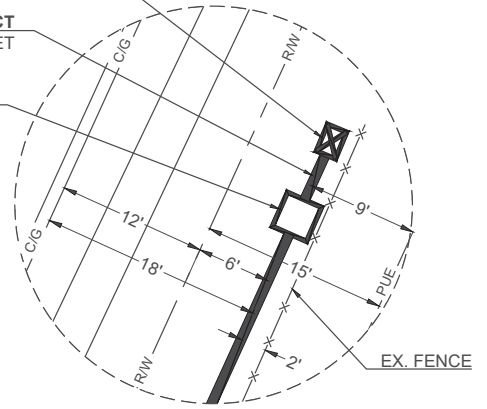
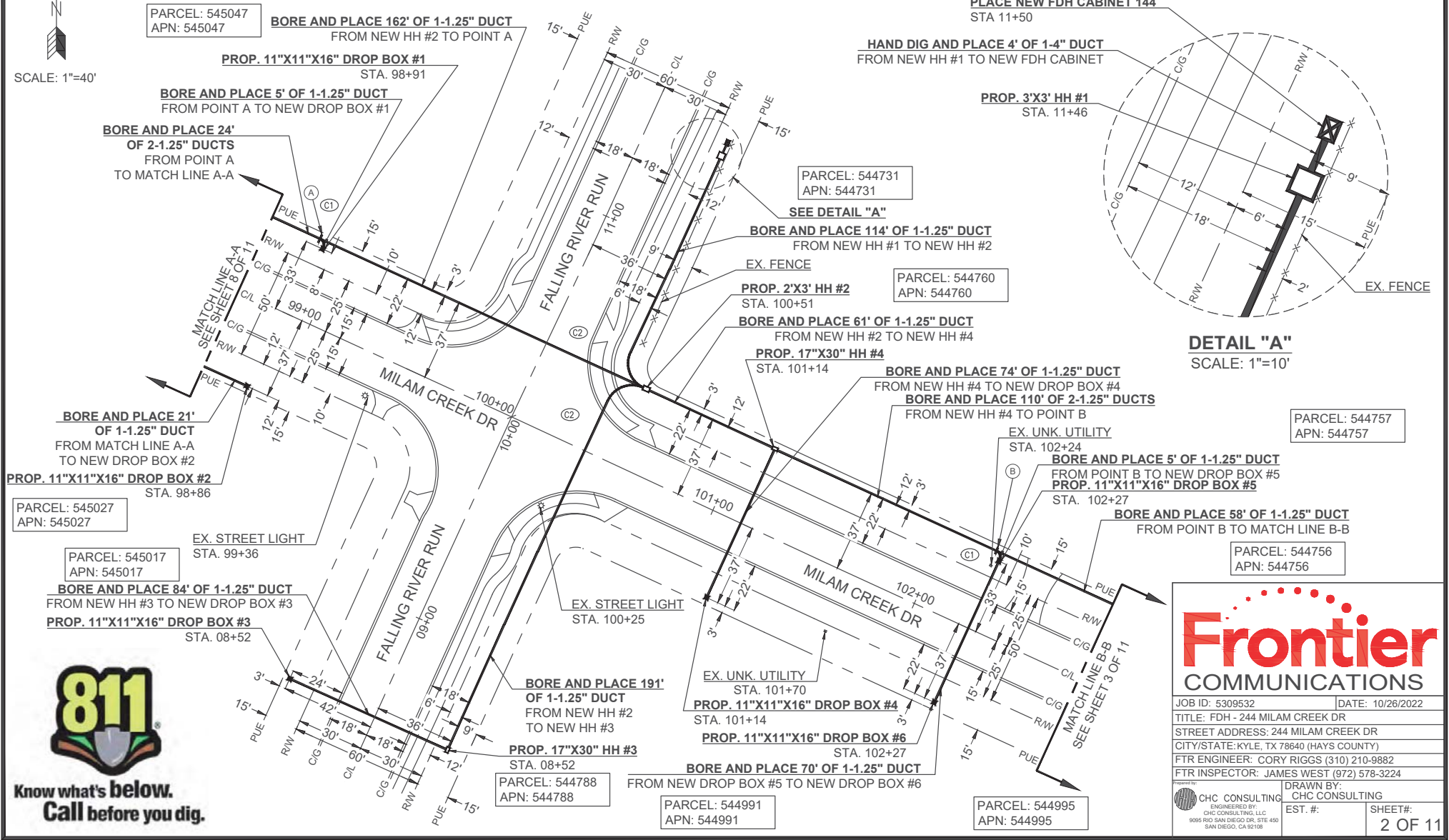
JOB ID: 5309532      DATE: 10/26/2022  
TITLE: FDH - 244 MILAM CREEK DR  
STREET ADDRESS: 244 MILAM CREEK DR  
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)  
FTR ENGINEER: CORY RIGGS (310) 210-9882  
FTR INSPECTOR: JAMES WEST (972) 578-3224

	CHC CONSULTING	DRAWN BY:
	ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	CHC CONSULTING
EST. #:		SHEET#:
		1 OF 11

-HDPE AND PVC FOOTAGES DO NOT INCLUDE SWEEPS  
-ACTUAL FOOTAGES OF HDPE AND PVC WILL BE NEEDED TO ORDER MATERIALS. PLEASE INCLUDE MEASURED TAPE IN ALL PVCs.  
-FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY EXISTING FRONTIER FACILITY.



CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°
C2	12'	19'	90°



**DETAIL "A"**  
SCALE: 1"=10'



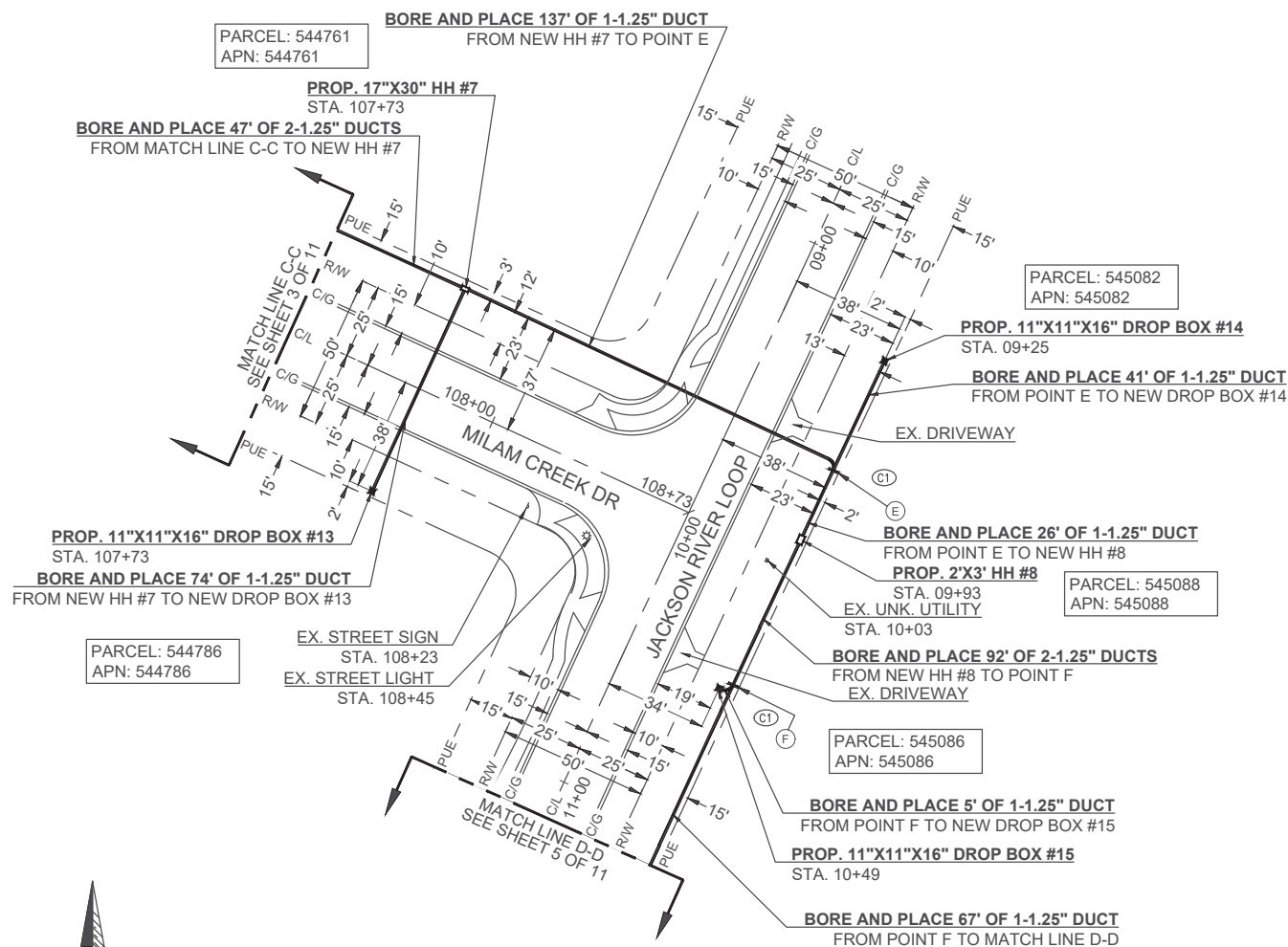
Know what's below.  
Call before you dig.

**Frontier**  
COMMUNICATIONS

JOB ID: 5309532	DATE: 10/26/2022
TITLE: FDH - 244 MILAM CREEK DR	
STREET ADDRESS: 244 MILAM CREEK DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9005 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#: 2 OF 11



CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	90°



Know what's below.  
Call before you dig.



SCALE: 1"=40'

# Frontier

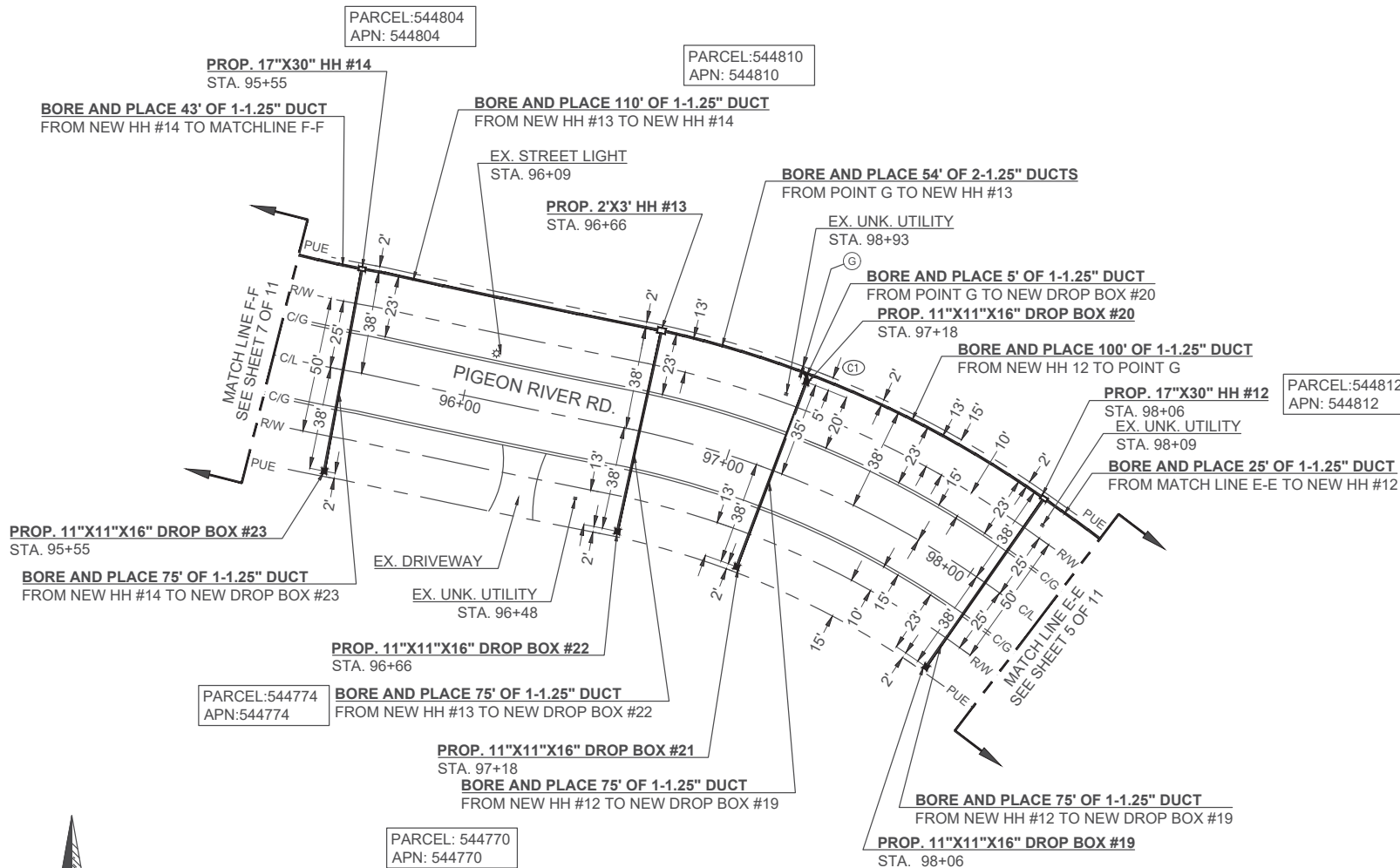
## COMMUNICATIONS

JOB ID: 5309532		DATE: 10/26/2022	
TITLE: FDH - 244 MILAM CREEK DR			
STREET ADDRESS: 244 MILAM CREEK DR			
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)			
FTR ENGINEER: CORY RIGGS (310) 210-9882			
FTR INSPECTOR: JAMES WEST (972) 578-3224			
<b>CHC CONSULTING</b> <small>ENGINEERED BY: CHC CONSULTING, LLC 9005 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</small>		<b>DRAWN BY:</b> CHC CONSULTING <b>EST. #:</b>  <b>SHEET#:</b> 4 OF 11	





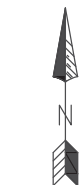
CURVE	RADIUS	LENGTH	DELTA
C1	3'	5'	91°



Know what's below.  
Call before you dig.

**Frontier**  
COMMUNICATIONS

JOB ID: 5309532	DATE: 10/26/2022
TITLE: FDH - 244 MILAM CREEK DR	
STREET ADDRESS: 244 MILAM CREEK DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
Drawn By: CHC CONSULTING	EST. #:
Engineered By: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	SHEET#: 6 OF 11

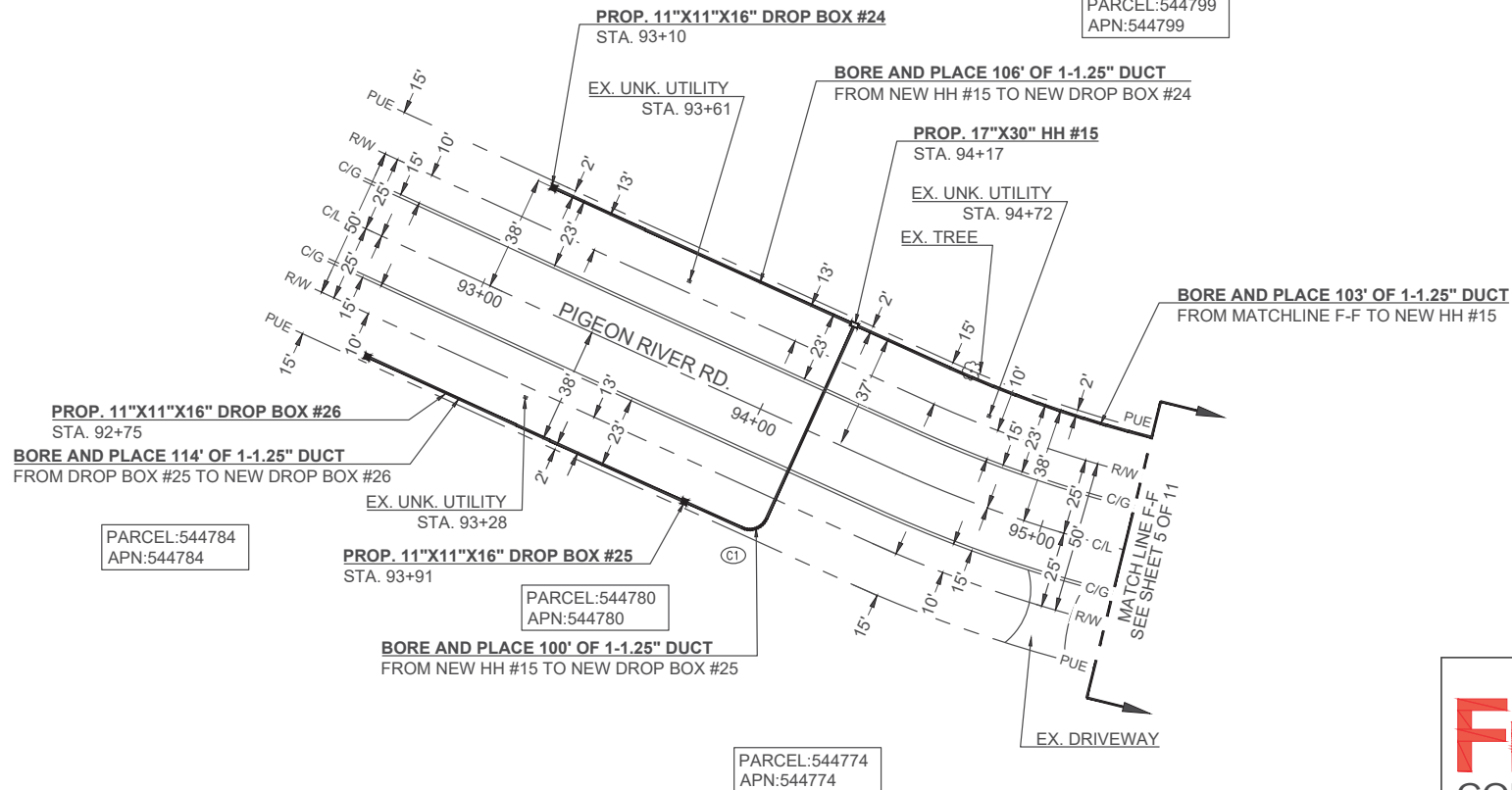


SCALE: 1"=40'

CURVE	RADIUS	LENGTH	DELTA
C1	6'	9.42'	90°

PARCEL:544800  
APN:544800

PARCEL:544799  
APN:544799



Know what's below.  
Call before you dig.

<b>Frontier</b> COMMUNICATIONS	
JOB ID: 5309532	DATE: 10/26/2022
TITLE: FDH - 244 MILAM CREEK DR	
STREET ADDRESS: 244 MILAM CREEK DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
Prepared by: CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108	DRAWN BY: CHC CONSULTING EST. #: SHEET#:



SCALE: 1"=40'



**BORE AND PLACE 5' OF 1-1.25" DUCT**  
FROM POINT H1 TO NEW DROP BOX #28

**BORE AND PLACE 6' OF 1-1.25" DUCT**  
FROM POINT H1 TO MATCH LINE G-G

**PROP. 11"X11"X16" DROP BOX #28**  
STA. 94+75

PARCEL:545055  
APN:545055

PARCEL:545053  
APN:545053

**BORE AND PLACE 98' OF 2-1.25" DUCTS**  
FROM POINT H TO POINT H1

**BORE AND PLACE 38' OF 2-1.25" DUCTS**  
FROM NEW HH #17 TO POINT H

**PROP. 2'X3' HH #17**  
STA. 95+68

PARCEL:545051  
APN:545051

**BORE AND PLACE 138' OF 1-1.25" DUCT**  
FROM NEW HH #16 TO NEW HH #17

PARCEL:545049  
APN:545049

**BORE AND PLACE 74' OF 1-1.25" DUCT**  
FROM NEW HH #16 TO NEW DROP BOX #27

**PROP. 17"X30" HH #16**  
STA. 97+46

**BORE AND PLACE 118' OF 1-1.25" DUCT**  
FROM MATCH LINE A-A TO NEW HH #16

**EX. UNK. UTILITY**  
STA. 98+15

PARCEL:545065  
APN:545065

**EX. STREET LIGHT**  
STA. 10+27

**BORE AND PLACE 160' OF 1-1.25" DUCT**  
FROM NEW HH #17 TO NEW HH #18

**PROP. 17"X30" HH #18**  
STA. 11+19

PARCEL:545067  
APN:545067

**EX. TREE**  
STA. 11+36

**BORE AND PLACE 47' OF 2-1.25" DUCTS**  
FROM NEW HH #18 TO MATCH LINE H-H

**PROP. 11"X11"X16" DROP BOX #27**  
STA. 97+46

PARCEL:545027  
APN:545027

**BORE AND PLACE 118' OF 1-1.25" DUCT**  
FROM NEW DROP BOX #27 TO MATCH LINE A-A



**Know what's below.  
Call before you dig.**

SCALE: 1"=40'



**Frontier**  
COMMUNICATIONS

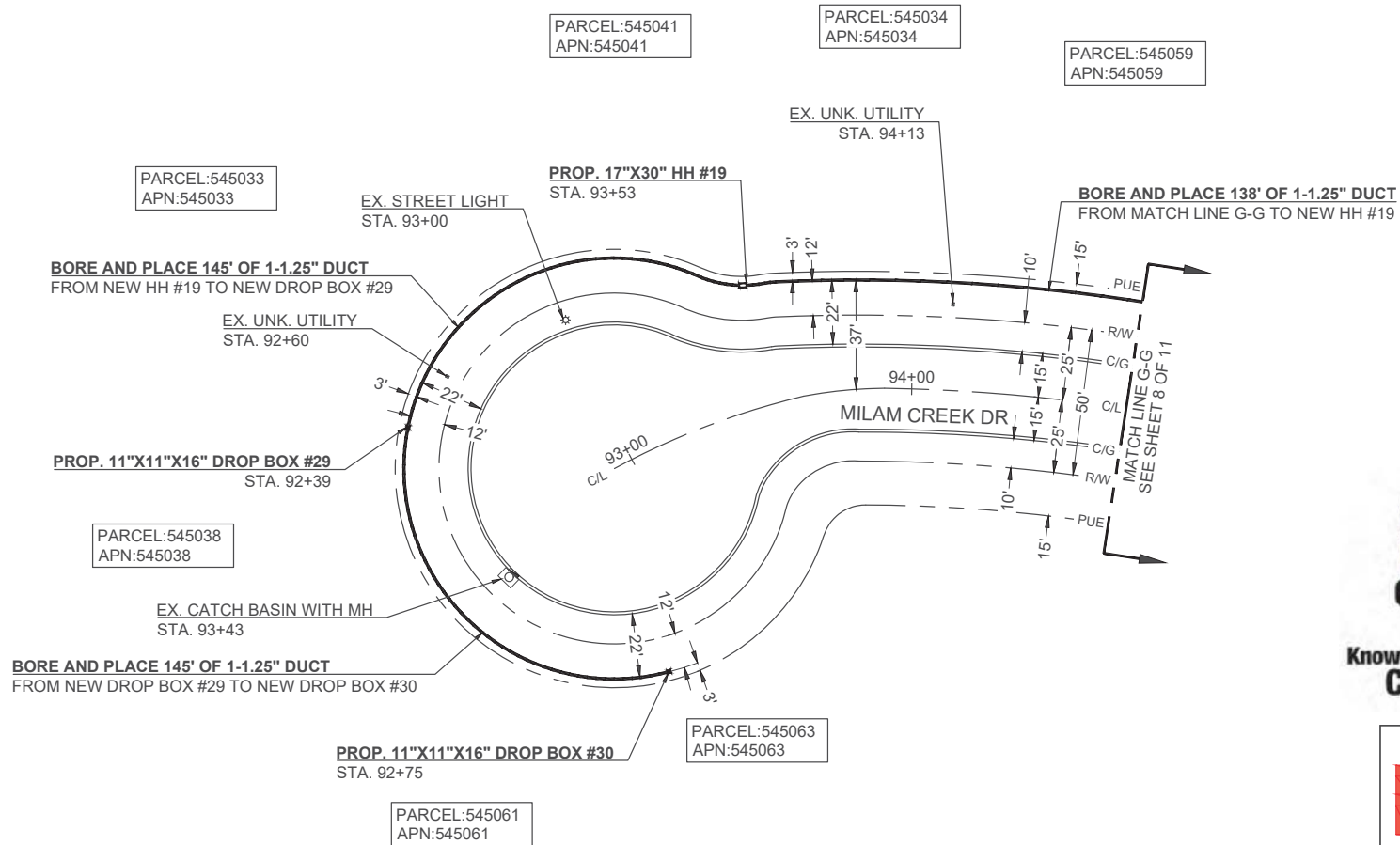
JOB ID: 5309532 DATE: 10/26/2022  
TITLE: FDH - 244 MILAM CREEK DR  
STREET ADDRESS: 244 MILAM CREEK DR  
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)  
FTR ENGINEER: CORY RIGGS (310) 210-9882  
FTR INSPECTOR: JAMES WEST (972) 578-3224

CHC CONSULTING  
ENGINEERED BY:  
CHC CONSULTING LLC  
9095 RIO SAN DIEGO DR, STE 400  
SAN DIEGO, CA 92108

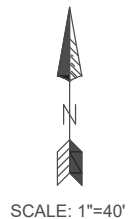
DRAWN BY:  
CHC CONSULTING  
EST. #:

SHEET#:

8 OF 11



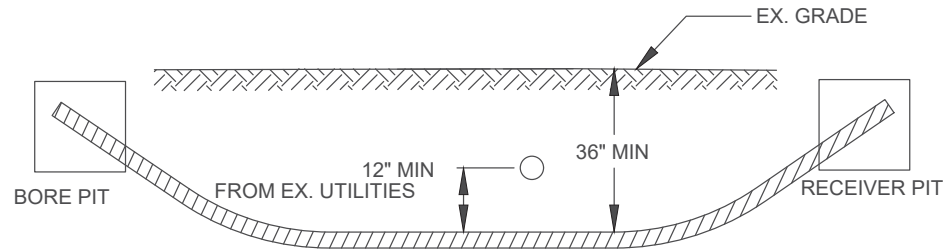
Know what's below.  
Call before you dig.



<b>Frontier</b> COMMUNICATIONS	
JOB ID: 5309532	DATE: 10/26/2022
TITLE: FDH - 244 MILAM CREEK DR	
STREET ADDRESS: 244 MILAM CREEK DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
<b>CHC CONSULTING</b> <small>ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</small>	DRAWN BY: CHC CONSULTING EST. #: SHEET#:
	9 OF 11



# MINIMUM STANDARDS FOR DIRECTIONAL BORING

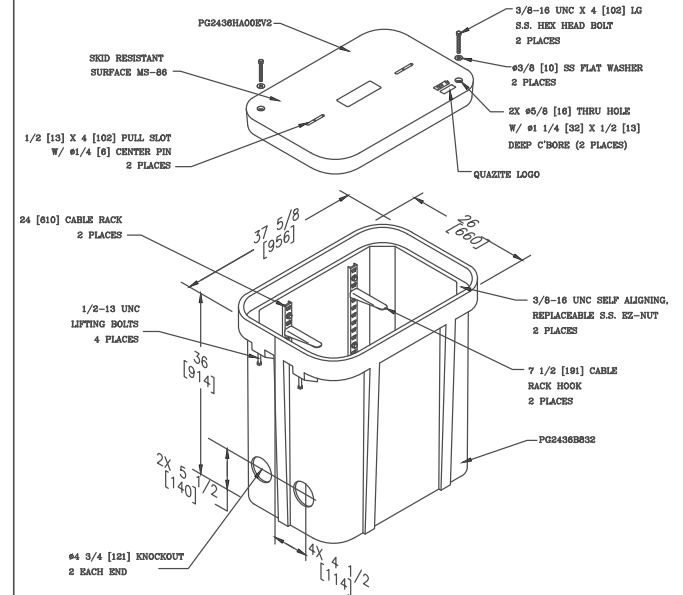


- PLACE END MARKER WITH UTILITY OWNER'S NAME DESCRIBING CONDUIT
- BORE PIT TO BE BACKFILLED AND COMPACTED IN 12" LIFTS WITH MATERIAL REMOVED
- FLOW OF DITCH MUST BE MAINTAINED AT ALL TIMES
- PROTECT ROOTS AT ALL TREE LOCATIONS, SHIFT BORE TRENCH IF NECESSARY

TYPICAL BORE DETAIL

SCALE  
N.T.S.

1



2' X 3' HAND HOLE

SCALE  
N.T.S.

2

**Frontier**  
COMMUNICATIONS

JOB ID: 5309532	DATE: 10/26/2022
TITLE: FDH - 244 MILAM CREEK DR	
STREET ADDRESS: 244 MILAM CREEK DR	
CITY/STATE: KYLE, TX 78640 (HAYS COUNTY)	
FTR ENGINEER: CORY RIGGS (310) 210-9882	
FTR INSPECTOR: JAMES WEST (972) 578-3224	
<p>CHC CONSULTING ENGINEERED BY: CHC CONSULTING, LLC 9095 RIO SAN DIEGO DR, STE 400 SAN DIEGO, CA 92108</p>	<p>DRAWN BY: CHC CONSULTING</p>
EST. #:	SHEET#:
	11 OF 11



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

1. Construction of this line will begin on or after 1/19/2023 .

### Utility Company Information:

Name: PEC  
Address: 1810 FM 150 W Kyle TX  
Phone: 8303304452  
Contact Name: Maria Gonzalez

### Engineer / Contractor Information:

Name: Pedernales Electric Cooperative, Inc.  
Address: 1810 FM 150 W Kyle 78640  
Phone: 8303304452  
Contact Name: Maria Gonzalez

### Hays County Information:

Utility Permit Number: TRN-2023-5774-UTL  
Type of Utility Service: 3ph Overhead electric  
Project Description:  
Road Name(s): Hays County Road 266, Francis Harris Lane, , , , ,  
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 .

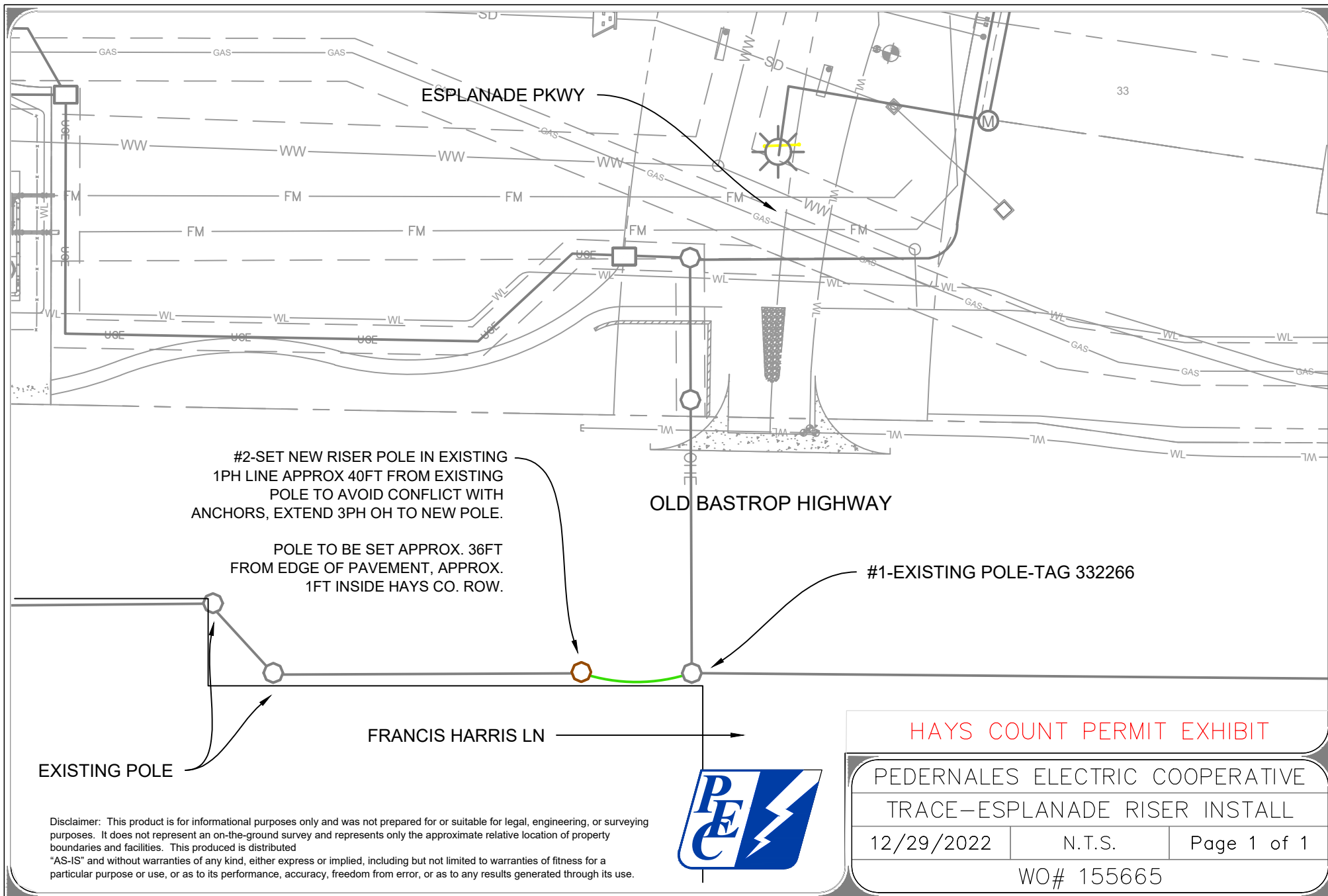
02/07/2023

---

Signature

Title

Date



## HAYS COUNT PERMIT EXHIBIT

PEDERNALES ELECTRIC COOPERATIVE  
TRACE-ESPLANADE RISER INSTALL

12/29/2022

N.T.S.

Page 1 of 1

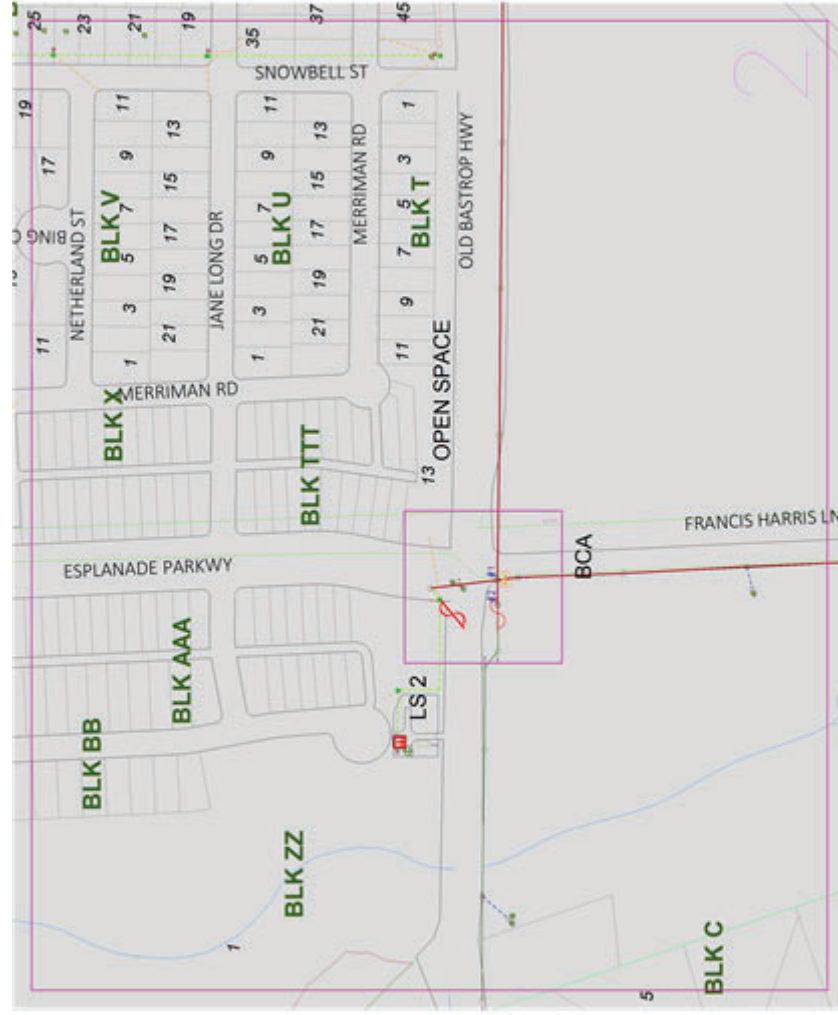
WO# 155665



# Pedernales Electric Cooperative



CONSTRUCTION PACKET - OVERALL MAP







# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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### General Special Provisions:

1. Construction of this line will begin on or after 3/1/2023 .

### Utility Company Information:

Name: Pedernales Electric Cooperative  
Address: P.O. Box 1 Johnson City TX  
Phone:  
Contact Name: PEC PEC

### Engineer / Contractor Information:

Name: none  
Address: 1223 Dorn Kyle TX 78640  
Phone: 5124842865  
Contact Name: Gary Teeler

### Hays County Information:

Utility Permit Number: TRN-2023-5775-UTL  
Type of Utility Service: line to single family residence  
Project Description:  
Road Name(s): Cowan Lane, Lime Kiln 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 .

02/08/2023

---

Signature

Title

Date



## Teeler Property R189231

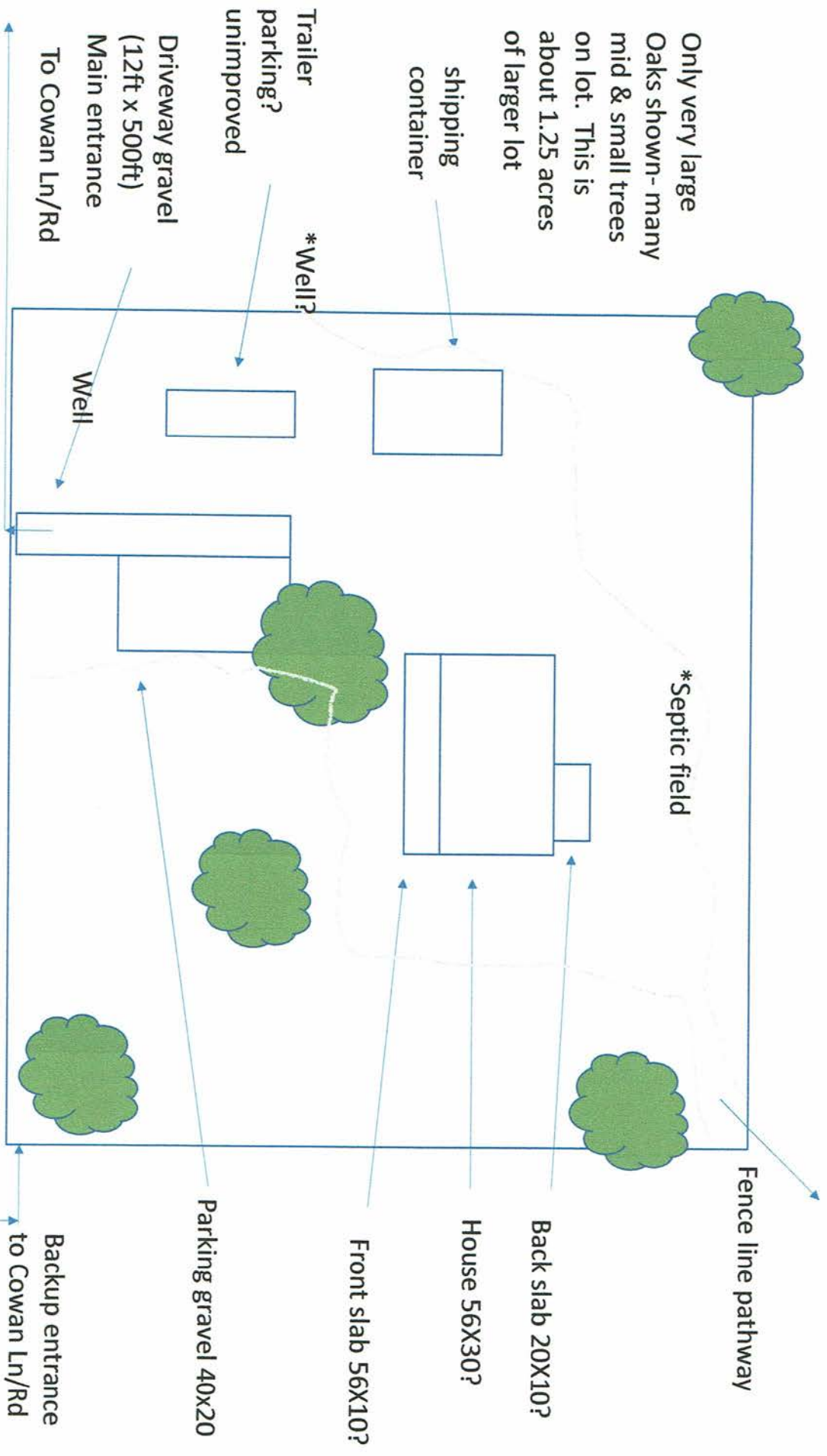
### Driveway location



Area in the red outlined polygon is the 5.17 acre tract R189231.

The black line is the driveway that will come off of Cowan Rd. This driveway follows a fence line and turns toward the center of the property.

At the center, the blue rectangle represents the future location of a site-built home.





Overhead of parcel R189231



251  
COWAN  
LN

COWAN LANE  
LINE (K14)  
D.

## Teeler Property R189231

### Driveway location



Area in the red outlined polygon is the 5.17 acre tract R189231.

The black line is the driveway that will come off of Cowan Rd. This driveway follows a fence line and turns toward the center of the property.

At the center, the blue rectangle represents the future location of a site-built home.



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

1. Construction of this line will begin on or after 1/20/2023 .

### Utility Company Information:

Name: CenterPoint Energy  
Address: 2730 IH 35 New Braunfels TX  
Phone:  
Contact Name:

### Engineer / Contractor Information:

Name: Centerpoint Energy  
Address:  
Phone: 8306436925  
Contact Name: jenerica robinson

### Hays County Information:

Utility Permit Number: TRN-2023-5776-UTL  
Type of Utility Service: natural gas  
Project Description:  
Road Name(s): Main Street, Fire Cracker 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 .

02/08/2023

---

Signature

Title

Date



F. FIELD VISIT & LOCATE ALL POSTING PILES, NAILS & SERVICES. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER.

G. USE GAUGES TO MONITOR & MAINTAIN PRESSURE & SERVICE. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER.

H. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

I. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

J. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

K. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

L. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

M. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

N. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

O. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

P. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

Q. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

R. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

S. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

T. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

U. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

V. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

W. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

X. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

Y. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

Z. PROVIDE A SUMMARY OF THE FIELD VISIT TO THE PROJECT MANAGER. ANY NECESSARY FIELD CHANGES:

**GAS SERVICE COORDINATOR:**  
COORDINATE SERVICE LOCATION WITH POLO SOLES AT  
800-643-6938

- PRIORITY 1
- PRIORITY 2
- NORMAL

GAS STAKING		
JOB NO. _____	BY: _____	DATE: _____
ESMTS. DED. BY: _____		ESMT. DOCUMENTS: _____
MONUMENTATION FND: _____		PLAT DIST. CHK. = <input type="checkbox"/> D
ESMTS. NEEDED AT: _____		
NON-STD. STAKING: _____		REASON: _____

☒ NO PERMITS REQUIRED

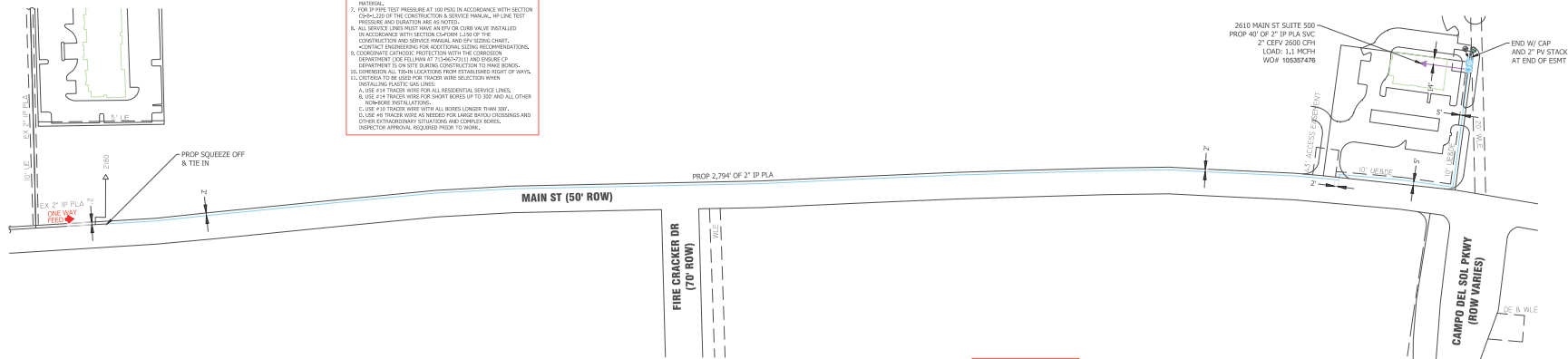
☐ TXDOT

☒ CITY: Hays County

☐ COUNTY: \_\_\_\_\_

☐ FLOODCONTROL/DRAINAGE: \_\_\_\_\_

☐ RAILROAD: \_\_\_\_\_



DRAFTER: RJK 11/22/22  
 CKR: ES 11/22/22  
 ENGR:

DESIGNED BY: JENIFERA RUSTON	330-643-6902	RECOMMENDED BY:	DATE:	DRAWN BY: F. MAR
ESTIMATED COST: \$	CONTRIBUTION: \$			DATE: 11/15/2022
REQ DATE:	COMPLETION DATE:			SCALE: END
PURPOSE AND NECESSITY: TO SHOW ONE COMPARISON, CUSTOMER WITH		APPROVED BY:	DATE:	SHEET: 1 OF 1
KORE CFB AT ONE PRESSURE				

EXISTING MAIN  
PROP 2" IP PLA,  
SDR 11.0 PE 2708  
WO#: 105393595  
PROP 2" IP PLA SVC  
WO#: 105357476  
PROP 5# ZINC ANODE  
PROP MARKER BALL  
GCO#: 50164  
STAKING REQUEST#: 105393595

F:234313944	O:234013944
2610 MAIN ST-SUITE 500 BUDA, HAYS COUNTY,TX	 BUDA HAYS COUNTY TEXAS 78610 512-251-1111 WWW.BUDAHAYSTX.COM DWG No: <b>EY2-30862</b>

Notes:  
1. LIGHTING FIXTURE COLOR BY OWNER.



- ① REFER TO 1/E3.0 FOR POLE MOUNT CONCRETE BASE DETAIL.
- ② ELECTRICAL SERVICE ENTRANCE. REFER TO 1/E2.0 FOR ELECTRICAL RISER DIAGRAM.
- ③ CONTRACTOR SHALL COORDINATE AND VERIFY ROUTING OF CONDUIT FOR POWER TO GAS PUMP CANOPY LIGHTING.
- ④ APPROXIMATE LOCATION OF TRANSFORMER. VERIFY AND COORDINATE WITH CIVIL AND LOCAL POWER CO. ON JOB SITE PRIOR TO ROUGH-IN OF U.G. SERVICE ENTRANCE.

CONTRACTOR SHALL REFER TO LIGHTING AND POWER GENERAL NOTES  
ON SHEET E1.0



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

1. Construction of this line will begin on or after 2/1/2023 .

### Utility Company Information:

Name: West Travis County Public Utility Agency  
Address: 13215 Bee Cave Parkway Bee Cave TX  
Phone:  
Contact Name: Tricia Altamirano

### Engineer / Contractor Information:

Name: Flynn Construction  
Address: 4638 South Lamar Blvd TX 78745  
Phone: o  
Contact Name: Landon Wolf

### Hays County Information:

Utility Permit Number: TRN-2023-5892-UTL  
Type of Utility Service: Water  
Project Description:  
Road Name(s): Heritage Oaks, , , , , ,  
Subdivision:  
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

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

Engineering Technician

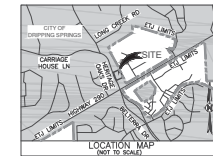
02/08/2023

Signature

Title

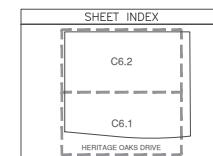
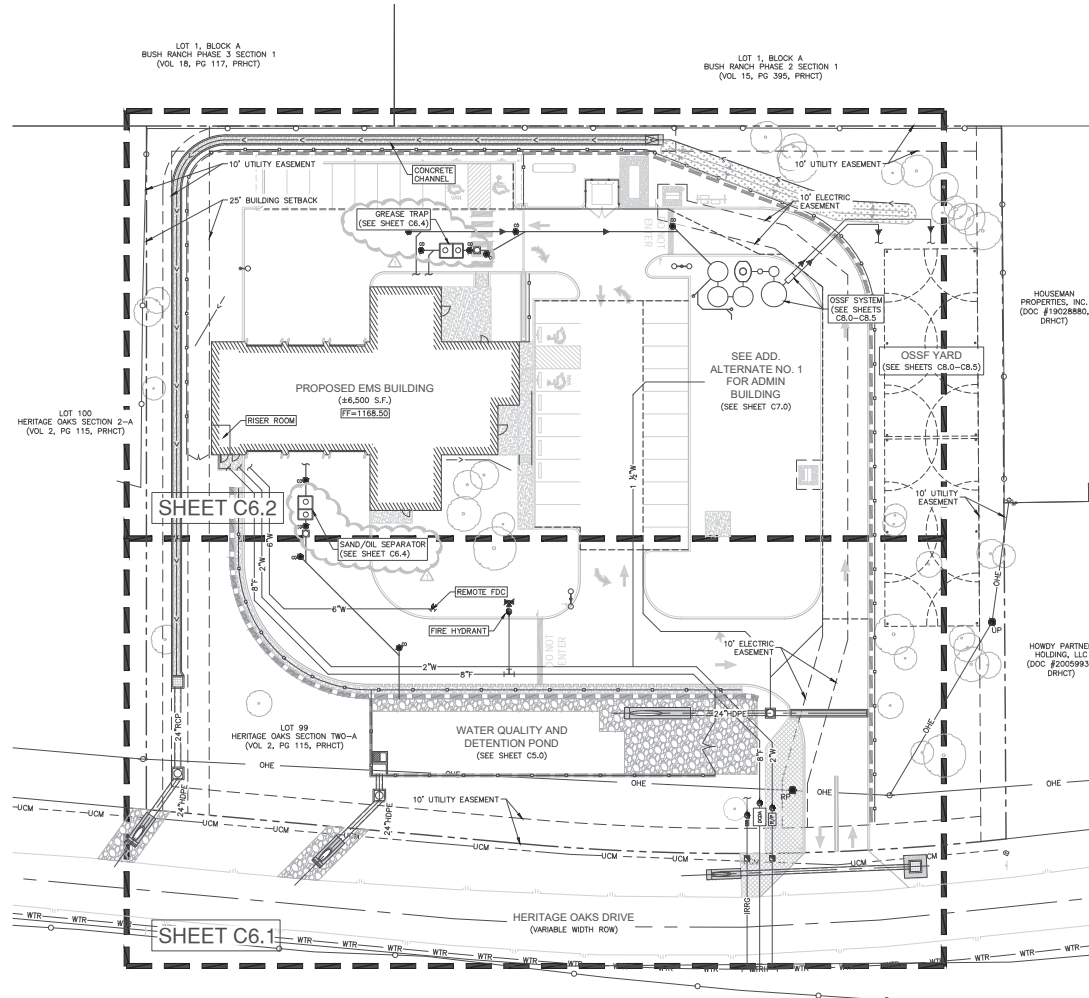
Date





SCALE: 1" = 20'

LEGEND	
EXISTING	PROPOSED
---	PROPERTY LINE
---	EASEMENT LINE
---	SETBACK LINE
W	6" W WATER LINE
IR	1" IR IRRIGATION WATER
G	2" G GAS LINE
SS	6" SS SANITARY SEWER
SD	6" SD STORM DRAIN
UGT	UNDERSIDE TELECOM LINE
OHE	OHE OVERHEAD UTILITY
UFO	UFO UNDERGROUND FIBER OPTIC
UGE	UGE UNDERGROUND ELECTRIC
FD	FIRE HYDRANT
WM	WATER METER, VALVE
SM	SANITARY SEWER MANHOLE
CM	COMMUNICATION MANHOLE
EM	ELECTRICAL MANHOLE, BOX
CO	CLEAN OUT
UP	UTILITY/POWER POLE
GP	GUY WIRE
LP	LIGHT POLE
GM	GAS VALVE, GAS METER
BGP	BOLLARD/GUARD POST
SDS	SIGN, DOUBLE SIGN
IV	IRRIGATION VALVE
T	TREE
F	FAUCET



## EXISTING UTILITIES

CONTRACTOR TO USE EXTREME CAUTION WHEN WORKING NEAR AND AROUND EXISTING UTILITY. CONTRACTOR TO VERIFY VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES WITHIN AREA OF CONSTRUCTION AND REPORT FINDINGS TO ENGINEER.

LOCATION OF EXISTING UTILITIES ARE APPROXIMATE. CONTRACTOR SHALL VERIFY THE EXACT LOCATION PRIOR TO COMMENCING WORK AND IS RESPONSIBLE FOR ANY/ALL DAMAGES RESULTING FROM THE FAILURE TO LOCATE AND PRESERVE UTILITIES.

## TRENCH EXCAVATION

CONTRACTOR SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLIES WITH AT A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS GOVERNING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATION.

North Hays County ESD #1  
**EMS Station #72**  
 1 Heritage Oaks Drive  
 Austin, TX 78737

ADD. 1 7/12/22  
 PR 2 11/21/22

**RPK**  
 ARCHITECTURE

2022 N. Saint Mary's St.  
 San Antonio, Texas 78212  
 Office: 210.723.3555  
 web: www.rpkarchitecture.com

Construction Documents

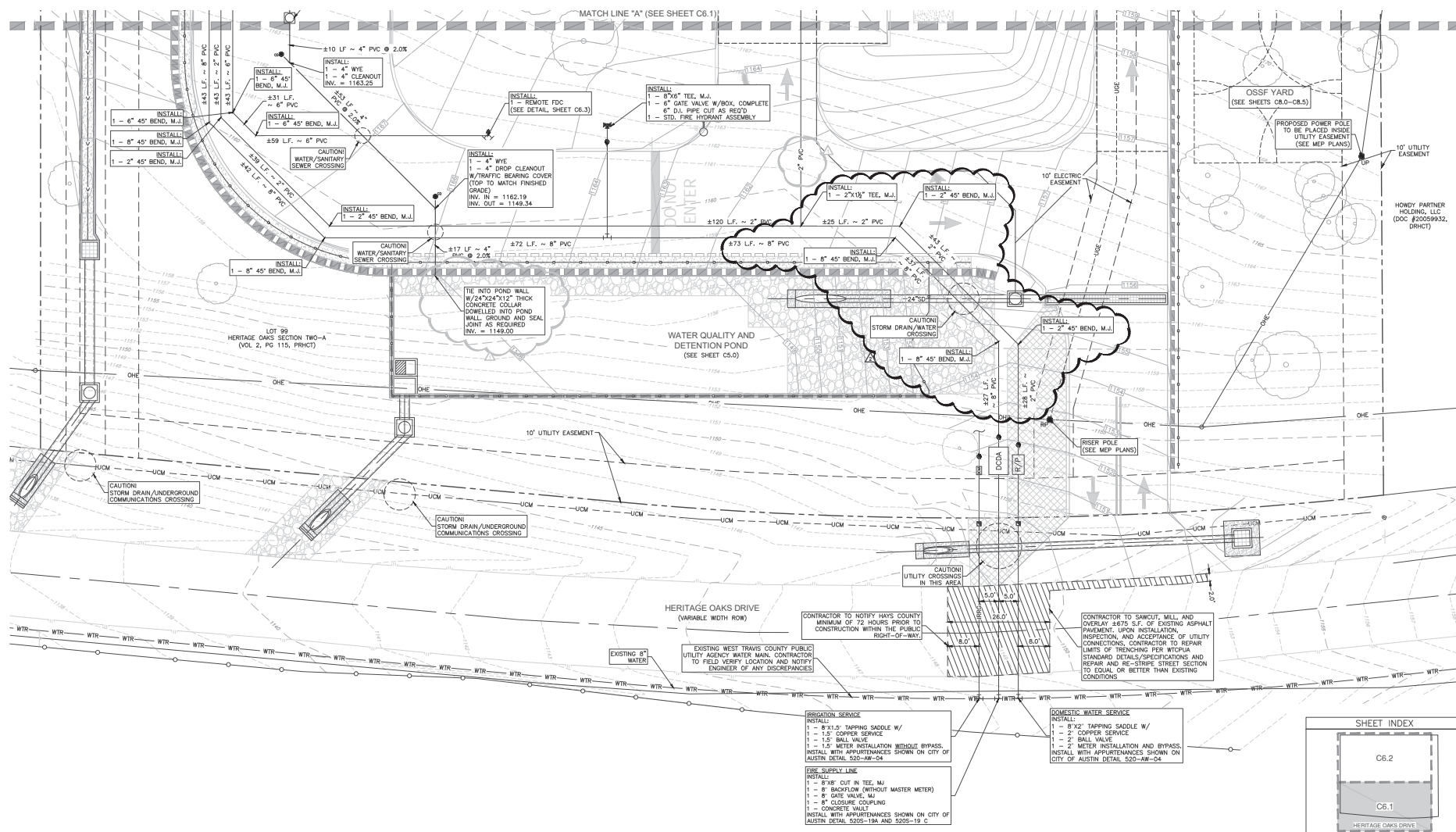
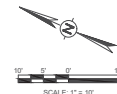
**C6.0**  
 OVERALL UTILITY PLAN

CONTRACTOR TO USE EXTREME CAUTION WHEN WORKING NEAR AND AROUND EXISTING UTILITY. CONTRACTOR TO VERIFY VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES WITHIN AREA OF CONSTRUCTION AND REPORT FINDINGS TO ENGINEER.

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EXISTING	PROPOSED	
---	---	PROPERTY LINE
---	---	EASEMENT LINE
—W—	—6"W—	WATER LINE
—SS—	—6"SS—	SANITARY SEWER
—12"SD—	—6"SD—	STORM DRAIN
—OHE—	—OHE—	OVERHEAD UTILITY
—UDE—	—UDE—	UNDERGROUND ELECTRIC
		FIRE HYDRANT
		WATER METER, VALVE
		SANITARY SEWER MANHOLE
		CLEAN OUT
		UTILITY/POWER POLE
		GUY WIRE
		LIGHT POLE
		GAS VALVE, GAS METER
		SIGN, DOUBLE SIGN
		TREE



## EXISTING UTILITIES

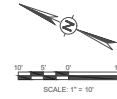
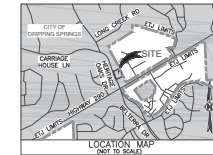
CONTRACTOR TO USE EXTREME CAUTION WHEN WORKING NEAR AND AROUND EXISTING UTILITY. CONTRACTOR TO VERIFY VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES WITHIN AREA OF CONSTRUCTION AND REPORT FINDINGS TO ENGINEER.

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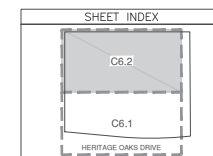
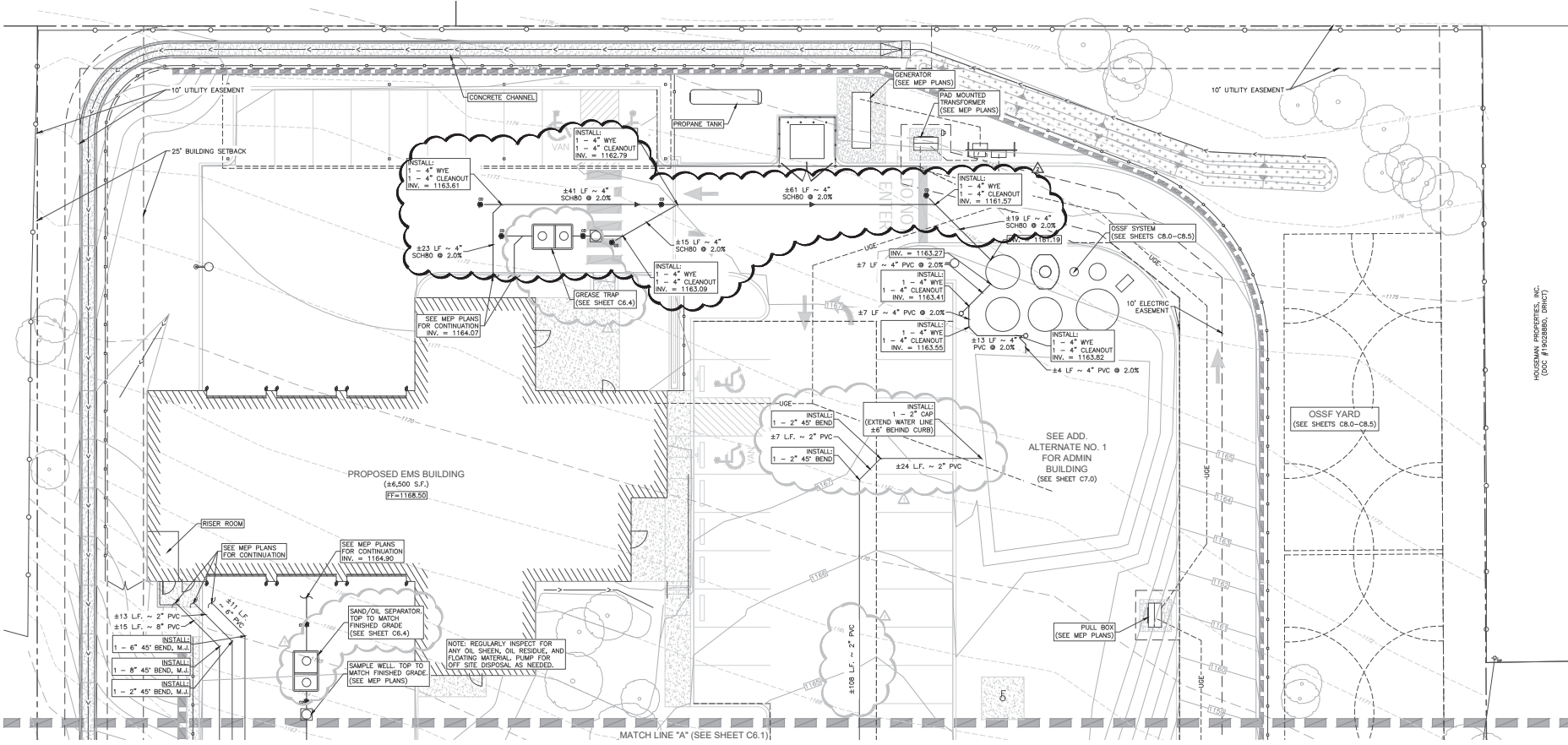
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EXISTING	PROPOSED	PROPERTY LINE
---	---	EASEMENT LINE
---	---	WATER LINE
---	---	6" W - 6" SS - SANITARY SEWER
---	---	12" SD - STORM DRAIN
---	---	OWE - OVERHEAD UTILITY
---	---	UGE - UNDERGROUND ELECTRIC
---	---	FIRE HYDRANT
---	---	WATER METER, VALVE
---	---	SANITARY SEWER MANHOLE
---	---	CLEAN OUT
---	---	UTILITY/POWER POLE
---	---	GUY WIRE
---	---	LIGHT POLE
---	---	GAS VALVE, GAS METER
---	---	SIGN, DOUBLE SIGN
---	---	TREE



NOTE: ALL SEWER LINES BELOW PAVEMENT TO BE SCH80 PVC.



North Hays County ESD #1  
**EMS Station #72**  
1 Heritage Oaks Drive  
Austin, TX 78737

ADD. 2 7/12/22  
PR 2 11/21/22

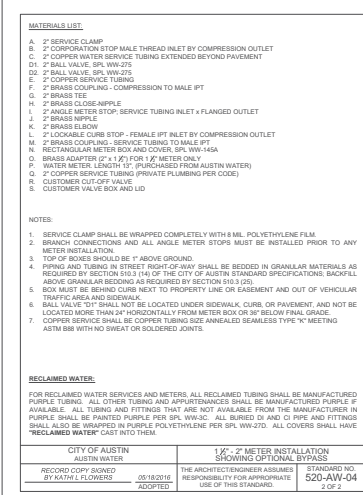
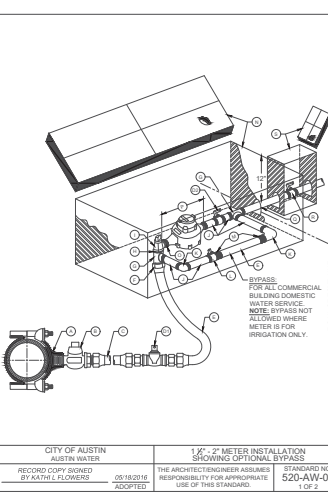
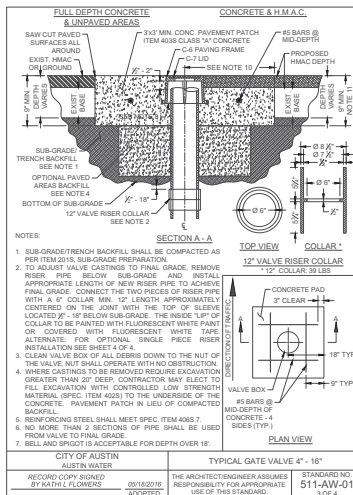
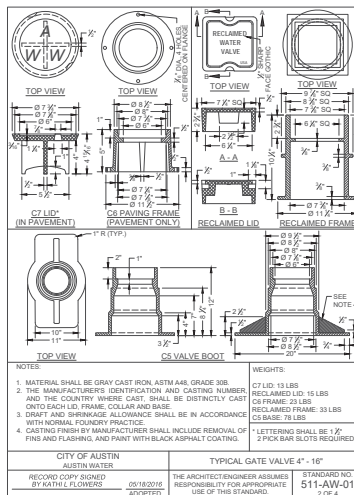
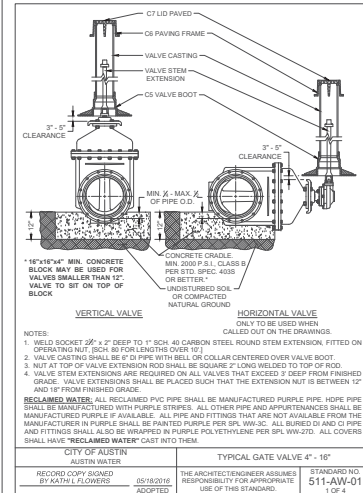
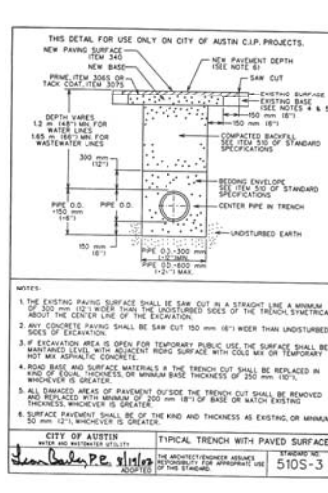
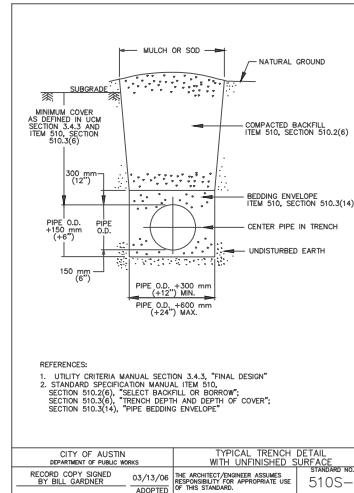
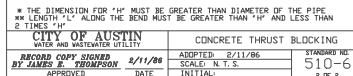
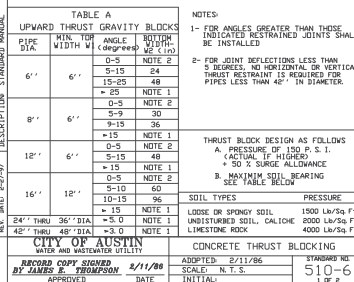
**RVC**  
ARCHITECTURE

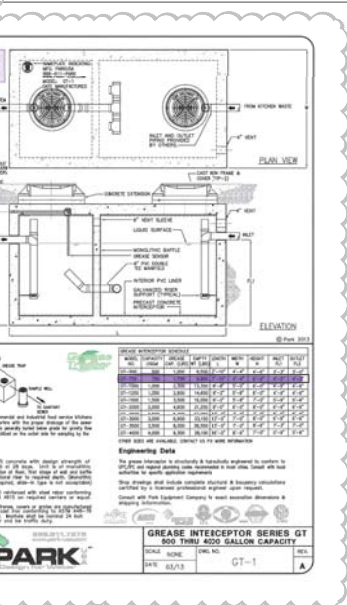
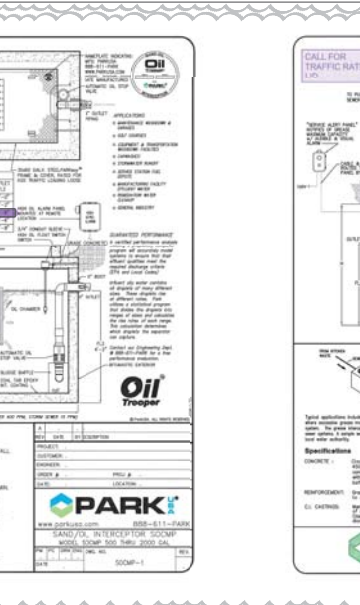
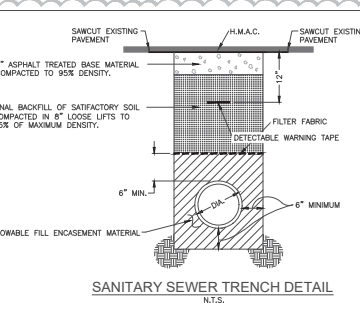
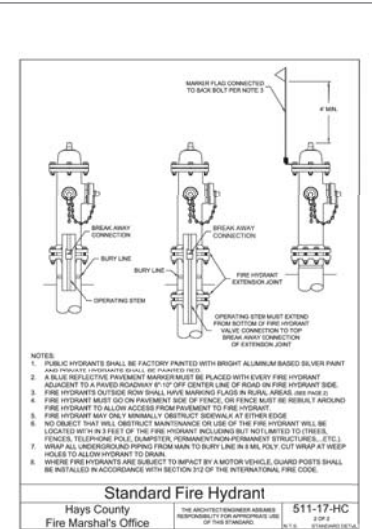
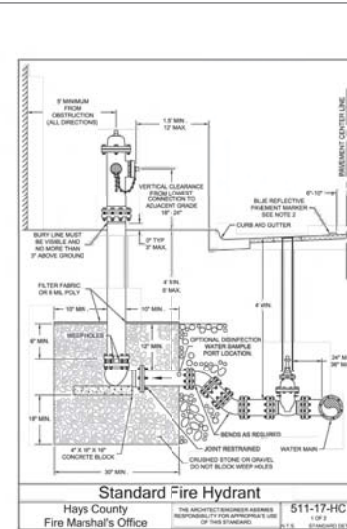
2022 N. Saint Mary's St.  
San Antonio, Texas 78212  
Office: 210-733-3555  
web: www.rvcarchitecture.com

Construction Documents

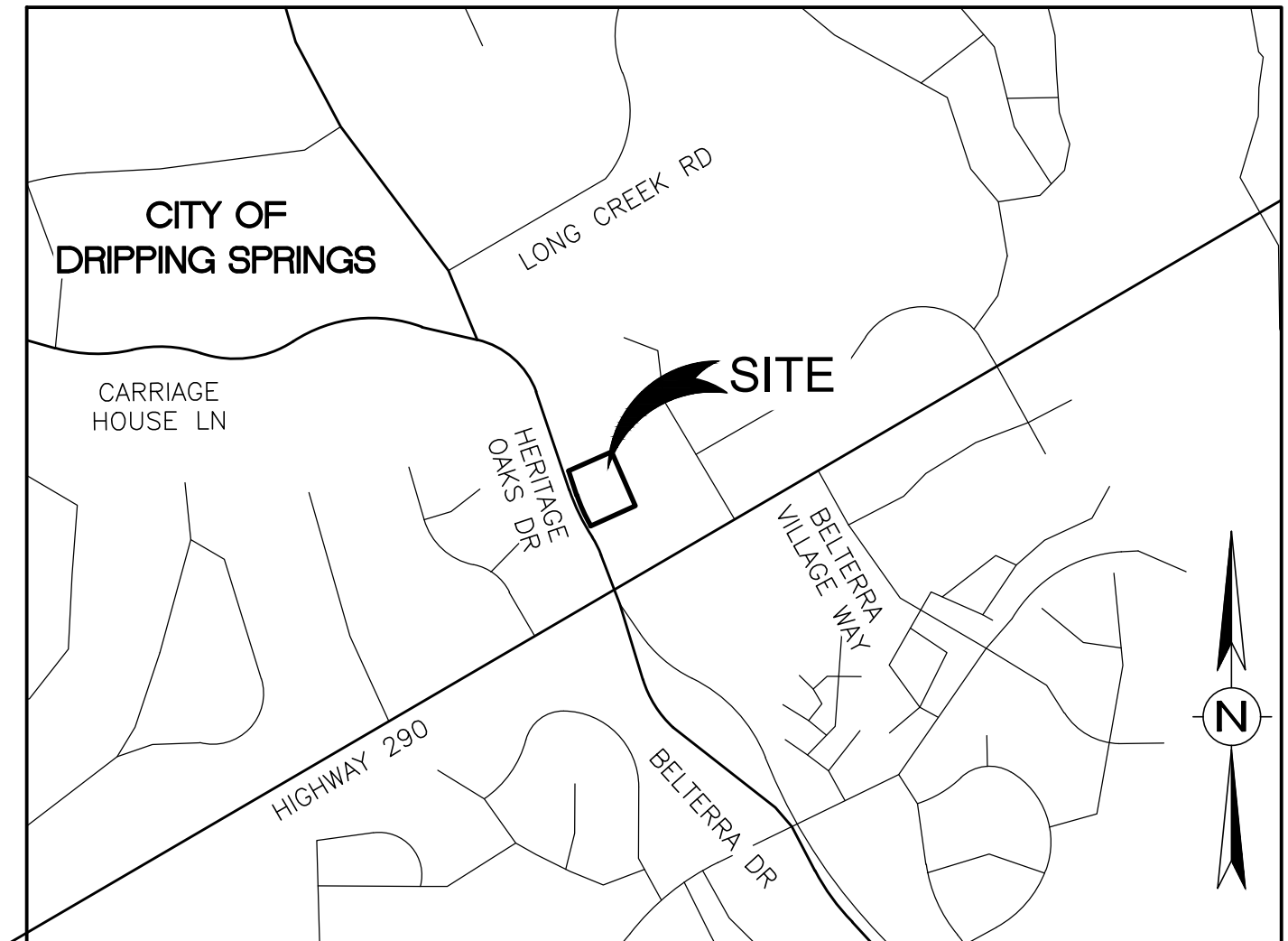
**C6.2**  
UTILITY PLAN - 2







Date: Oct 08, 2022, 7:48pm User ID: kevin.athridge  
File: P:\JCS\2022\122035.00 RWK\_N. Hays Co. ESD | Site 1\_Heritage Oaks\Civil 3D\Draw Engineer\Exhibits\2022 04 14 - LOCATION MAP.dwg



**NORTH HAYS COUNTY ESD #1**  
**EMS STATION #72**  
**LOCATION MAP**

**CDS muery**  
**ENGINEERS | SURVEYORS**  
100 NE Loop 410, Ste. 300 | San Antonio, Texas 78216  
(210) 581-1111 | TBPE No. F-1733 | TBPLS No. 100495-00

DRAWN: RA

DATE: MAY 2022

CHECKED: KE

**SHEET 1 OF 1**



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640  
(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

1. Construction of this line will begin on or after 1/23/2023 .

### Utility Company Information:

Name: Hotwire Communication  
Address: 2100 W Cypress Creek Rd Fort Lauderdale TX  
Phone:  
Contact Name: Glenda Iriarte

### Engineer / Contractor Information:

Name:  
Address: TX  
Phone:  
Contact Name:

### Hays County Information:

Utility Permit Number: TRN-2023-5868-UTL  
Type of Utility Service: HDPE  
Project Description:  
Road Name(s): HIGH RD, between N PLUM CREEK RD & MUSCOVY DRIVE, , , , , ,  
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 .

02/08/2023

---

Signature

Title

Date



## FIBER FEED TO

"PRADERA - SID-2495"

AT: 2330 HIGH RD

KYLE, TX 78640



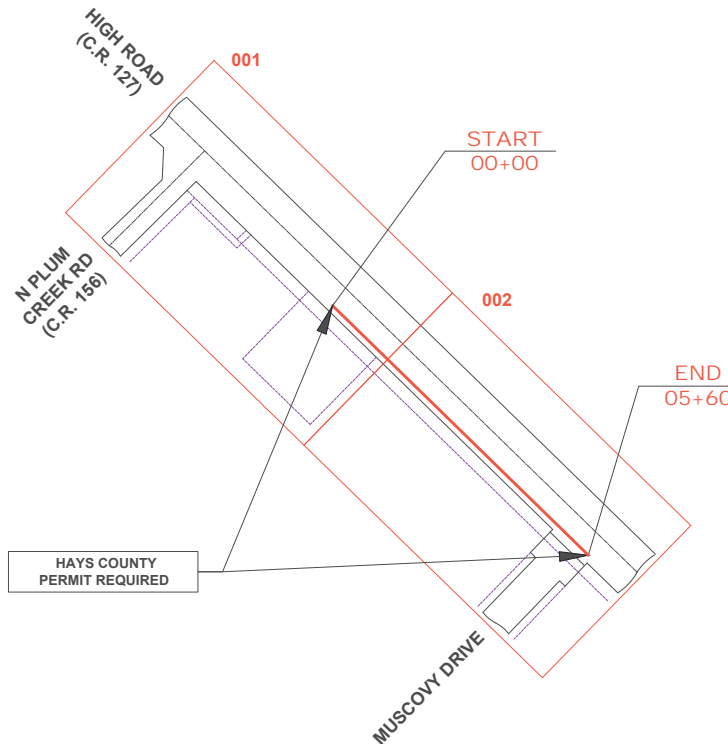
LOCATION MAP

TRAFFIC CONTROL SHALL COMPLY WITH THE FEDERAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.) - TxDOT DESIGN STANDARDS. ACTUAL LOCATION OF EXISTING UTILITIES (SHOWN AND NOT SHOWN) TO BE DETERMINED IN THE FIELD AT THE TIME OF CONSTRUCTION. THE CONSTRUCTION CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION. THE CONSTRUCTION CONTRACTOR SHALL PROTECT ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE INCURRED DURING CONSTRUCTION AND SHALL REPAIR SAID DAMAGES AT HIS EXPENSE. BEFORE CONSTRUCTION CALL (1-800-432-4770) FOR UNDERGROUND UTILITY LOCATIONS.

CONSTRUCTION CONTRACTOR IS RESPONSIBLE TO VERIFY ALL DIMENSION, QUANTITIES AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION.

CONSTRUCTION CONTRACTOR SHALL VERIFY THE ROAD RIGHT OF WAY AND EASEMENT PRIOR TO COMMENCING WORK. NO FACILITIES SHOULD BE PLACED ON PRIVATE PROPERTY WITHOUT PRIOR APPROVAL.

UNDERGROUND FIBER AND COAXIAL CABLES ARE BURIED IN (1 OR 2)-2" HDPE. (SEE PLANS) 288CT FIBER (MAX) WITH RIBBON CABLE INCLUDING TRACER WIRE FOR DIRECTIONAL BORES INSTALL USING 6" REAMER (MAX) O/S (OFFSETS) TAKEN FROM EDGE OF PAVEMENT (EOP)



OVERALL MAP



DIRECTION OF  
ENGINEERING.

INFORMATION ON THIS DOCUMENT IS  
PROPRIETARY AND SHALL NOT BE  
USED, COPIED, REPRODUCED OR  
DISCLOSED IN WHOLE OR IN PART  
WITHOUT WRITTEN CONSENT OF  
HOTWIRE.

### INDEX OF SHEETS

SHEET N°	DESCRIPTION
COVER	PLANS
001 OF 002 TO 002 OF 002	PROFILES
01A OF 002 TO 2A OF 002	MOT
001 OF 001 TO 001 OF 001	

### TYPICAL CONSTRUCTION NOTES

- LEAVE 80'-100' OF FOC SLACK AT EACH HH LOCATION.
- LEAVE AERIAL SLACK AS SHOWN IN PLANS.
- PROPOSED FOC IS 288CT, ARMORED, UNLESS OTHERWISE SPECIFIED. IF THE AVAILABLE FOC IS DIELECTRIC MAKE SURE ON PULLING LOCATABLE MULE TAPE ALONG WITH FOC.
- GROUNDING IS REQUIRED AT EVERY SPlice LOCATION (IF ARMORED FOC).
- GROUND SHEATH OF THE CABLE (IF ARMORED) WITHIN 50' OF ENTERING A BUILDING.
- CONTRACTOR IS RESPONSIBLE TO FOLLOW ALL APPLICABLE CODES IN THE CONSTRUCTION OF THESE FACILITIES.
- CONTRACTOR CANNOT DEVIATE FROM THESE PLANS WITHOUT PREVIOUS AUTHORIZATION FROM HOTWIRE'S ENGINEERING DEPARTMENT.

### FOOTAGE (THIS SHEET)

DESCRIPTION	FOOTAGE
TRENCH	396'
TRENCH OPEN CUT	-
DIRECTIONAL BORE	164'
MISSILE BORE	-
NEW AERIAL	-
TOTAL NEW CABINETS	-
OVERLASH AERIAL	-
PULL THROUGH EXISTING DUCT	-
TOTAL NEW HANDHOLES	1

### CONSTRUCTION DWG



Justo R. Rodriguez  
Digitally signed by  
Justo R. Rodriguez  
Date: 2023.01.04  
16:47:26 -05'00'

PROJECT NAME:	PRADERA
PROJECT ADDRESS:	2330 HIGH RD
DATE:	12-30-22
DESCRIPTION:	ORIGINAL SUBMITTAL
INITIAL:	DT+
SCALE:	N.T.S.
PAGE:	COVER
OF:	001



2100 W CYPRESS CREEK RD  
FORT LAUDERDALE  
FLORIDA 33309

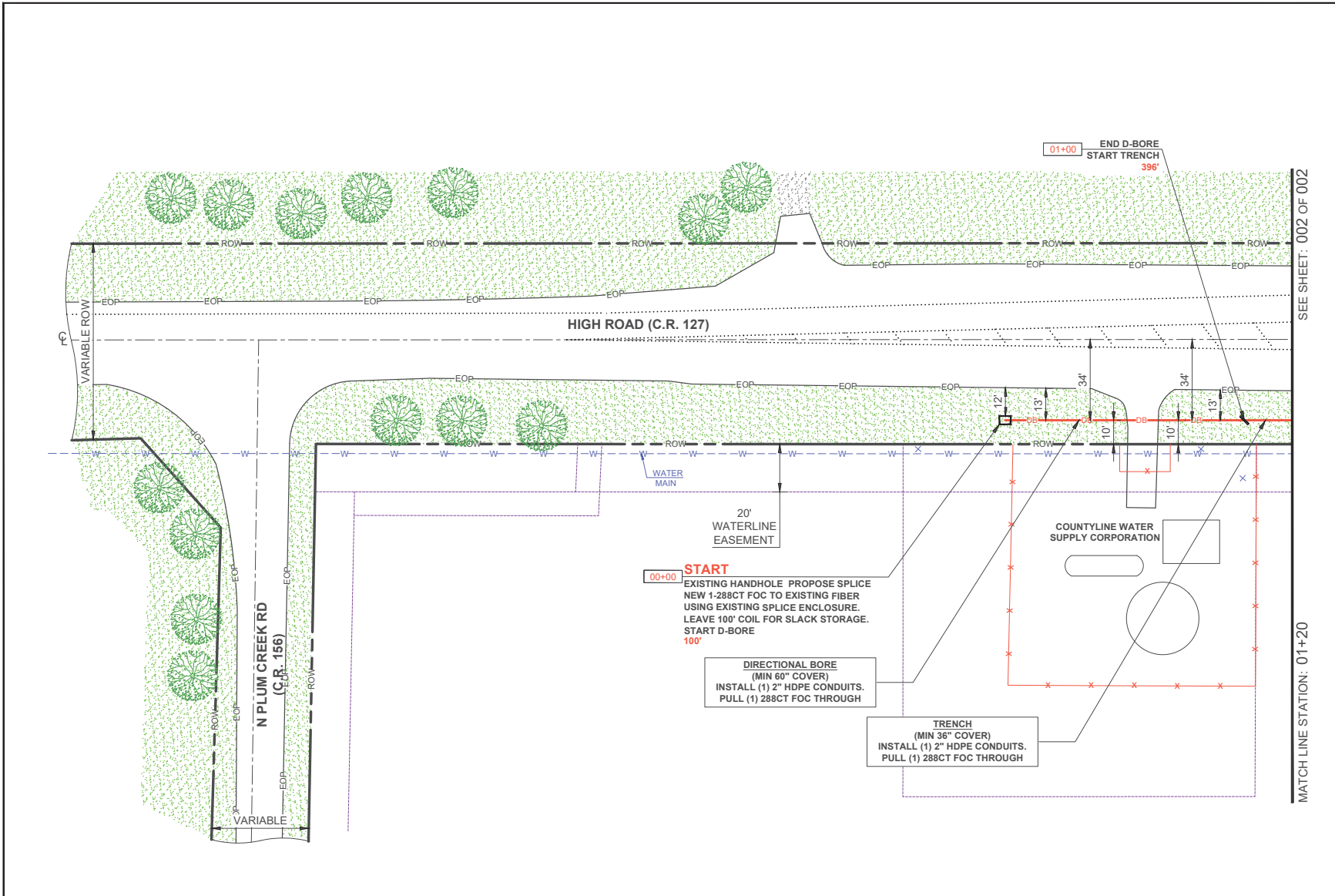
FIBER OPTIC CABLE INSTALLATION

DATE	DESCRIPTION	INITIAL
12-30-22	ORIGINAL SUBMITTAL	DT+



Know what's below.  
Call before you dig.





DIRECTION OF  
ENGINEERING.

INFORMATION ON THIS DOCUMENT IS  
PROPRIETARY AND SHALL NOT BE  
USED, COPIED, REPRODUCED OR  
DISCLOSED IN WHOLE OR IN PART  
WITHOUT WRITTEN CONSENT OF  
HOTWIRE.

- CONSTRUCTION NOTES:**
- ALL DAMAGED SURFACES ARE TO BE RESTORED TO PREVIOUS CONDITION OR BETTER.
  - ALL MEASUREMENTS AND DISTANCES ARE TO BE VERIFIED ON FIELD.
  - MINIMUM 12" SEPARATION IS TO BE MAINTAINED BETWEEN EXISTING UTILITY AND NEW HOTWIRE CONDUITS.
  - MINIMUM 5' RADIUS IS TO BE MAINTAINED ON ALL CONDUIT BENDING.

FOOTAGE (THIS SHEET)	
DESCRIPTION	FOOTAGE
TRENCH	20'
TRENCH OPEN CUT	-
DIRECTIONAL BORE	100'
MISSILE BORE	-
NEW AERIAL	-
TOTAL NEW CABINETS	-
OVERLASH AERIAL	-
PULL THROUGH EXISTING DUCT	-
TOTAL NEW HANDHOLES	-

**CONSTRUCTION DWG**

01/04/2023

**Hotwire**  
COMMUNICATIONS

2100 W CYPRESS CREEK RD  
FORT LAUDERDALE  
FLORIDA 33309

## FIBER OPTIC CABLE INSTALLATION

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-30-22	ORIGINAL SUBMITTAL	DT+

811  
Know what's below.  
Call before you dig.

PROJECT NAME: PRADERA

PROJECT ADDRESS: 2330 HIGH RD

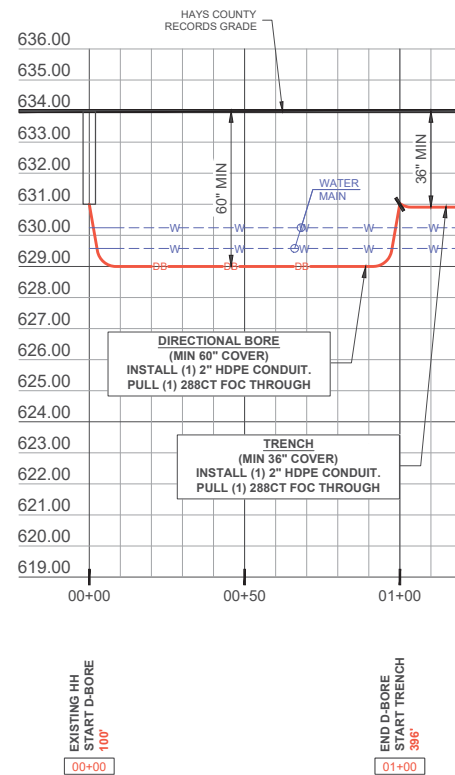
CLIENT: GLENDA IRIARTE  
PROJECT CODE: SID-2495

FILE NAME: PRADERA - DESIGN  
SCALE: 1" = 40'

DATE: 12-30-22  
DRAWN BY: DRAFTTEL +

PAGE: 001 OF: 002

CONTRACTOR SHALL VERIFY DEPTH  
OF EXISTING UTILITIES  
(OBTAINED FROM CITY RECORDS)  
BEFORE CONSTRUCTION



### PROFILE - HIGH ROAD (C.R. 127)

HORIZONTAL SCALE 1"=40'  
VERTICAL SCALE 1"=4'

SEE SHEET: 02A OF 002

MATCHLINE STATION: 01+20

DIRECTION OF  
ENGINEERING.

INFORMATION ON THIS DOCUMENT IS  
PROPRIETARY AND SHALL NOT BE  
USED, COPIED, REPRODUCED OR  
DISCLOSED IN WHOLE OR IN PART  
WITHOUT WRITTEN CONSENT OF  
HOTWIRE

CONSTRUCTION DWG



01/04/2023

PROJECT NAME:			PRADERA		
PROJECT ADDRESS:					
2330 HIGH RD					
OSP-ENG:		OSP PH #:		APPV BY:	
GLENDA IRIARTE		954-829-5486			
PROJECT CODE:				DRAWN BY:	
SID-2495				DRAFTTEL +	
FILE NAME:					
PRADERA - DESIGN					
SCALE:		PAGE:		OF:	
1" = 40'		01A		002	



2100 W CYPRESS CREEK RD  
FORT LAUDERDALE  
FLORIDA 33309

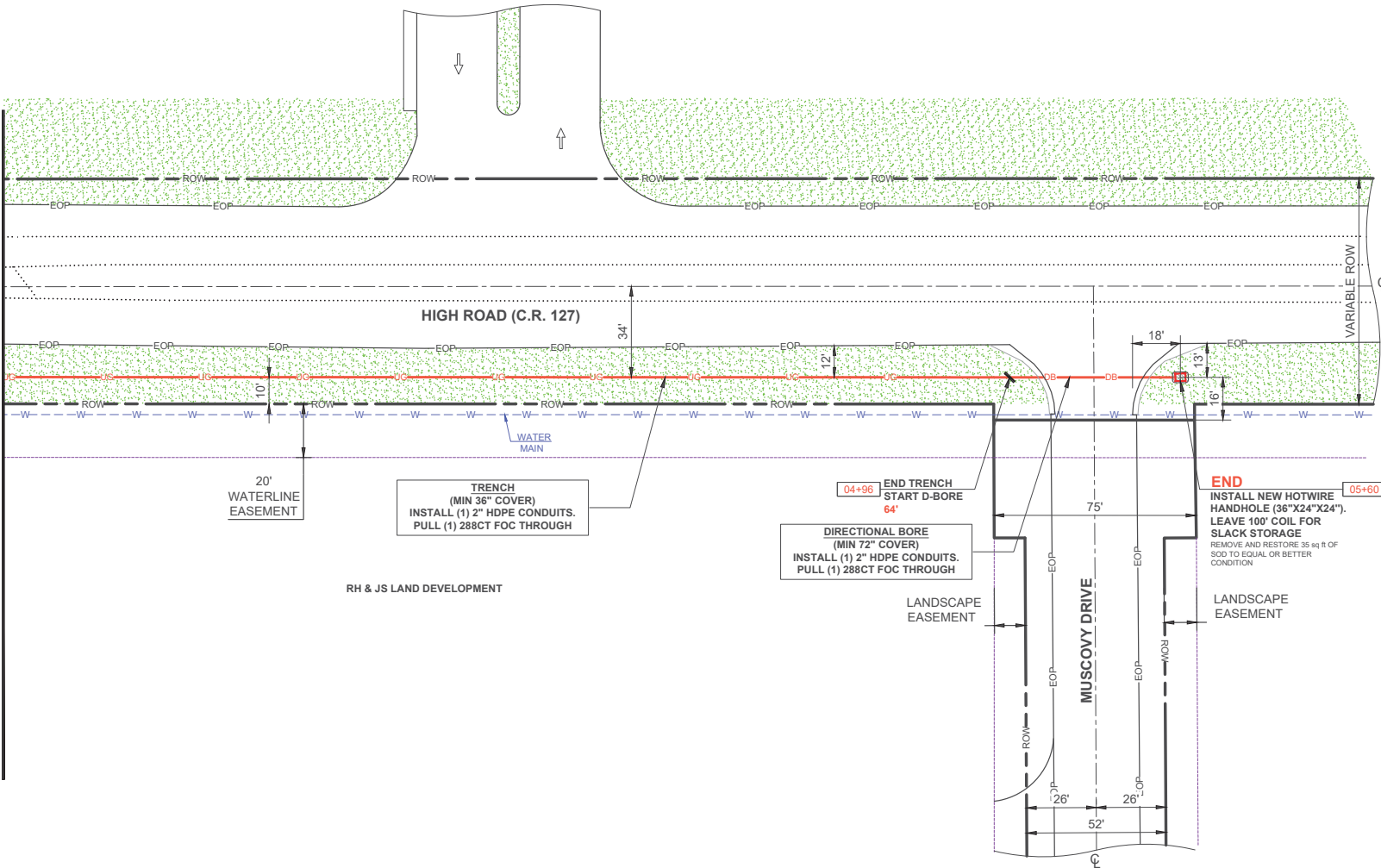
## FIBER OPTIC CABLE INSTALLATION

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-30-22	ORIGINAL SUBMITTAL	DT+



SEE SHEET: 001 OF 002

MATCH LINE STATION: 01+20



DIRECTION OF  
ENGINEERING.



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WITHOUT WRITTEN CONSENT OF  
HOTWIRE.

#### CONSTRUCTION NOTES:

- ALL DAMAGED SURFACES ARE TO BE RESTORED TO PREVIOUS CONDITION OR BETTER.
- ALL MEASUREMENTS AND DISTANCES ARE TO BE VERIFIED ON FIELD.
- MINIMUM 12" SEPARATION IS TO BE MAINTAINED BETWEEN EXISTING UTILITY AND NEW HOTWIRE CONDUITS.
- MINIMUM 5' RADIUS IS TO BE MAINTAINED ON ALL CONDUIT BENDING.

#### FOOTAGE (THIS SHEET)

DESCRIPTION	FOOTAGE
TRENCH	375'
TRENCH OPEN CUT	-
DIRECTIONAL BORE	64'
MISSILE BORE	-
NEW AERIAL	-
TOTAL NEW CABINETS	-
OVERLASH AERIAL	-
PULL THROUGH EXISTING DUCT	-
TOTAL NEW HANDHOLES	1

#### CONSTRUCTION DWG



01/04/2023

PROJECT NAME:	PRADERA
PROJECT ADDRESS:	2330 HIGH RD
DESIGNED BY:	GLENDIA IRIARTE
PROJECT CODE:	SID-2495
FILE NAME:	PRADERA - DESIGN
SCALE:	1" = 40'
PAGE:	002
OF:	002



2100 W CYPRESS CREEK RD  
FORT LAUDERDALE  
FLORIDA 33309

## FIBER OPTIC CABLE INSTALLATION

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-30-22	ORIGINAL SUBMITTAL	DT+



Know what's below.  
Call before you dig.

MATCHLINE STATION: 01+20

The plan view shows the proposed conduit installation along a horizontal axis. The horizontal axis is marked with stationing from 01+50 to 05+50 in increments of 50 feet. The vertical axis is marked with elevations from 619.00 to 636.00 in increments of 1.00 foot. A solid black line represents the existing ground surface. A red line represents the proposed conduit installation. The conduit is installed in two sections: a trench section from station 01+50 to 04+50 and a directional bore section from station 04+50 to 05+50. The trench section is labeled 'TRENCH (MIN 36" COVER) INSTALL (1) 2" HDPE CONDUIT. PULL (1) 288CT FOC THROUGH'. The directional bore section is labeled 'DIRECTIONAL BORE (MIN 72" COVER) INSTALL (1) 2" HDPE CONDUIT. PULL (1) 288CT FOC THROUGH'. A 'WATER MAIN' is shown as a dashed blue line running parallel to the conduit. A 'JAYS COUNTY RECORDS GRADE' is indicated by a dashed line. An 'INSTALL 36"x24"x24" HOTWIRE HANDHOLE' is shown at the end of the conduit at station 05+50. The conduit is shown with a 36" minimum cover in the trench section and a 72" minimum cover in the directional bore section.

HORIZONTAL SCALE 1"=40'  
VERTICAL SCALE 1"=4'



REVISIONS		
DATE	DESCRIPTION	INITIALS
12-30-22	ORIGINAL SUBMITTAL	DT+



PROJECT NAME:			PRADERA		
PROJECT ADDRESS:			2330 HIGH RD		
OSP-ENG:		OSP PH #:		APPV BY:	
GLENDA IRIARTE		954-829-5486			
PROJECT CODE:			DRAWN BY:		
SID-2495			DRAFTEL		
FILE NAME:			PRADERA - DESIGN		
SCALE:		PAGE:		OF:	
1" = 40'		02A		002	

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HOTWIRE

CONSTRUCTION DWG



01/04/2023

# TRAFFIC CONTROL PLAN

SCALE = 1" = 150'

## SPACING FOR CHANNELIZING DEVICES

- A - PLASTIC DRUMS ON MERGING TAPER AT 30' C.C. WITH CHEVRON SIGNS AT 60' C.C. AND TYPE "C" WARNING LIGHT (FOR OVERNIGHT CLOSURE)
  - B - PLASTIC DRUMS ON DOWNSLOPE TAPER AT 30' C.C.
  - C - PLASTIC DRUMS ON RAMP AT 7' C.C.
  - D - PLASTIC DRUMS ON TANGENT 30' C.C. WITH VERTICAL PANEL AT 70' C.C. AND TYPE "C" WARNING LIGHT (FOR OVERNIGHT CLOSURE)
  - E - PLASTIC DRUMS IN FRONT OF CONSTRUCTION ZONE AT 20' C.C. WITH VERTICAL PANEL AT 40' C.C. AND TYPE "A" WARNING LIGHT FOR OVERNIGHT CLOSURE
  - F - CONCRETE TRAFFIC BARRIER (C.T.B.) OR LOW PROFILE CONCRETE TRAFFIC BARRIER (L.P.B.) WITH REFLECTORS AT 10' C.C. IF PAVEMENT DROP IS MORE THAN TWELVE INCHES (12") ON
  - G - PLASTIC DRUM WITH GUARD RAIL MOUNTED
  - H - 36" TUBULAR MARKERS AT 30' C.C.
- NOTES:
- a) 4-LANE TO 2-LANE UNDIVIDED ROADWAY SECTIONS AT 20' C.C.
  - b) 4-LANE DIVIDED ROADWAY TO ONE SIDE TWO-WAY ROAD AT 20' C.C.
  - c) LEFT LANE, RIGHT LANE STORAGE BAYS AT 15' C.C.

SPACINGS SHOWN ON TRAFFIC CONTROL PLANS SHALL SUPERSEDE THE ABOVE SPACINGS. SPACINGS MAY BE ADJUSTED TO MISS DRIVEWAYS AND/OR MEDIAN OPENINGS.

## SYMBOLS

- WORK AREA
- MOBILE TRAFFIC CONTROL PLAN
- ROAD WORK AHEAD
- END ROAD WORK



## TRAFFIC NOTES

- THE CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) LATEST EDITION WITH REVISIONS DURING THE ENTIRE CONSTRUCTION PERIOD.
- NO WORK SHALL BE PERFORMED IN RESIDENTIAL AREAS FROM 7:00PM TO 7:00AM.
- CONTRACTOR SHALL MAINTAIN APPROVED NUMBER OF LANES OF TRAFFIC IN EACH DIRECTION DURING CONSTRUCTION WORKING HOURS. TRAFFIC CONTROL PLANS SHALL INCLUDE ONE-WAY AND/OR DETOUR PLANS. CONTRACTOR SHALL MAINTAIN ADA COMPLIANT PEDESTRIAN ACCESS TO BUS STOPS AND ADEQUATE BUS ACCESS TO THE BUS STOP.
- CONTRACTOR SHALL COVER OPEN PAVEMENT EXCAVATIONS FOR MINOR UTILITY WORK WITH ANCHORED STEEL PLATES DURING NON-WORKING HOURS. OPEN LANES FOR NORMAL TRAFFIC FLOW WHEN FEASIBLE.
- CONTRACTOR SHALL SECURE LANES/DEVELOP/BICYCLE FACILITY CLOSURE PERMITS FROM TRANSPORTATION & BARRIAGE OPERATIONS (MOBILE) PERMIT SECTION AT WWW.GIS.HOUSTONTX.GOV BEFORE IMPLEMENTING THE TRAFFIC CONTROL PLAN. THE APPLICATION MUST BE SUBMITTED AT LEAST TEN BUSINESS DAYS PRIOR TO THE IMPLEMENTATION OF THE TRAFFIC CONTROL PLAN AND/OR BEGINNING CONSTRUCTION WORK. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLAN, CONSTRUCTION SCHEDULE, AND CONSTRUCTION SCHEDULE WITH THE APPLICATION.
- CONTRACTOR SHALL HAVE APPROVED TRAFFIC CONTROL PLAN AND PERMIT AT THE JOB SITE FOR INSPECTION AT ALL TIMES.
- ACCESS TO DRIVEWAYS ADJACENT TO THE CONSTRUCTION WORK ZONE SHALL BE MAINTAINED AT ALL TIMES AS MUCH AS POSSIBLE. ADDITIONAL CONES AND/OR DELINEATORS MAY BE REQUIRED TO DELINEATE THE DRIVEWAY ACCESS ROUTE THROUGH THE CONSTRUCTION WORK ZONE. A MINIMUM OF ONE TRAVEL LANE SHALL BE MAINTAINED ACROSS THE DRIVEWAY UNLESS PRIOR WRITTEN APPROVAL IS OBTAINED FROM THE CITY OF HOUSTON.
- ADDITIONAL OFF DUTY POLICE OFFICERS/FLAGGERS MAY BE REQUESTED TO DIRECT TRAFFIC WHEN LANES ARE BLOCKED AT THE DIRECTION OF THE CITY EVEN IF THEY ARE NOT SPECIFICALLY IDENTIFIED ON THE PROJECT PLANS.



01/04/2023

INDEX N°:

PROJECT NAME: PRADERA	
PROJECT ADDRESS: 2330 HIGH RD	
CSP ENG: GLENDA IRIARTE	OSP PR # 954-829-5486
PROJECT CODE: SID-2495	DRAWN BY: DRAFTTEL +
FILE NAME: PRADERA - DESIGN	
SCALE: 1" = 150'	PAGE: MOT 001 OF: 001



2100 W CYPRESS CREEK RD  
FORT LAUDERDALE  
FLORIDA 33309

## FIBER OPTIC CABLE INSTALLATION

REVISIONS		
DATE	DESCRIPTION	INITIAL
12-30-22	ORIGINAL SUBMITTAL	DT+





## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Vickie Dorsett

**Sponsor:**

Judge Becerra

---

**Agenda Item:**

Amend various departmental operating, special revenue and capital project budgets in preparation for the County's Fiscal Year 2022 year-end process. **BECERRA/DORSETT**

**Summary:**

These budget amendments are line item transfers within various departments and special revenue funds. No additional funds are required.

**Fiscal Impact:**

Amount Requested: No additional funds required

Line Item Number: Various

**Budget Office:**

Source of Funds: Various

Budget Amendment Required Y/N?: Yes

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:

---



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

**Sponsor:** Commissioner Shell

---

**Agenda Item**

Approve the appointment of Patrick Gibson to the Claiborne Kyle Log House Board to replace Pauline Villegas. **SHELL**

**Summary**

Ms. Villegas has resigned from the Board to fulfill other responsibilities. Mr. Gibson has agreed to fill the vacancy.

---



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Mike Jones

**Sponsor:**

Judge Becerra

---

**Agenda Item:**

Authorize the Office of Emergency Services to utilize \$10,000.00 of donated funds for the Community Emergency Response Team (CERT) to purchase one trailer with accessories and CERT volunteer uniforms and amend the budget accordingly. **BECERRA/MIKE JONES**

**Summary:**

The Office of Emergency Management received a \$10,000 donation from the Estate of Franklin Sears on October 25, 2022 and will use those funds to replace the Wimberley CERT trailer and to purchase uniforms for existing and new CERT members.

**Fiscal Impact:**

Amount Requested: None

Line Item Number: 001-656-98-391.5719\_400 (trailer & graphics)

001-656-98-391.5201 (trailer accessories)

001-656-98-391.5474(uniforms)

**Budget Office:**

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$4,934 - Increase Misc. Equipment\_Operating 001-656-98-391.5719\_400 (trailer & graphics)

\$1,066 - Increase General Supplies 001-656-98-391.5201 (trailer accessories & generator)

\$4,000 - Increase Uniform Expense 001-656-98-391.5474 (uniforms)

(\$10,000) - Decrease General Supplies 001-656-98-391.5201

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Trailer - Yes

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

---





## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Judge Tanner Neidhardt

**Sponsor:**

Commissioner Ingalsbe

---

**Agenda Item:**

Authorize the County Judge to execute an Amended Software Agreement with Tyler Technologies, Inc. to add one Enterprise Justice Judge Edition Software for the 483rd Judicial District Judge. **INGALSBE/NEIDHARDT**

**Summary:**

This amendment will add one Judge's Edition Software for the newly appointed 483rd Judicial District Judge. The Enterprise Justice Judge Edition allows judges to access and control critical case information rapidly and securely from the bench. Additionally, it provides seamless, electronic information and quickly provides judges with up-to-date case data. Funds were budgeted during the FY23 budget process for this software.

Sourcewell Contract #090320-TTI

**Fiscal Impact:**

Amount Requested: \$6,050

Line Item Number: 001-608-00.5718\_700 (\$5k software)  
001-608-00.5429 (\$1,050 maintenance)

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes, Sourcewell Contract #090320-TTI

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

---

**Attachments**

Tyler Technologies Amendment



## AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler") and Hays County, Texas ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated July 18, 2005 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement to add additional Tyler Software, associated maintenance and support services, and professional services, as included in the attached Amendment Investment Summary;

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

1. The products and services listed in the Amendment Investment Summary, attached hereto as Exhibit 1, are hereby added to the Agreement as of the Amendment Effective Date.
2. Payment for the products and services listed in Exhibit 1 will conform to the following terms:
  - a. The software license fees will be invoiced in full on the Amendment Effective Date.
  - b. The annual maintenance and support fees set forth in the Amendment Investment Summary will be invoiced on a prorated basis beginning on the Amendment Effective Date and continuing through the end of the Client's current maintenance term. Subsequent maintenance and support fees shall be due annually in advance at Tyler's then-current rates.
  - c. Professional Services fees added to the Agreement pursuant to this Amendment shall be invoiced as provided and/or incurred.
  - d. Travel expenses will be invoiced as incurred in accordance with Tyler's standard travel policy.
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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

[Signatures to Follow]



Tyler Technologies, Inc.

Hays County

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

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

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

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

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

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

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

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



## Exhibit 1

### Amendment Investment Summary

The following Amendment Investment Summary details the software and services to be delivered by us to you under this Amendment. This Amendment Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

Software & Services				Maintenance & Support
Software Licenses (On Premise)			License Fees	Annual M&S Fees
Enterprise Justice Judge Edition (1 User)			\$5,000	\$1,050
<b>Total Enterprise Justice License Fee</b>			<b>\$5,000</b>	<b>\$1,050</b>
Implementation Services				
Professional Services	Hours	Rate	Cost	
Project Management		\$195.00	\$0	
Setup, Configuration & Consulting		\$185.00	\$0	
Training / Go-Live Assistance		\$185.00	\$0	
<b>Total Professional Services Cost</b>			<b>\$0</b>	
Travel Expenses				
Travel expenses will be billed as incurred according to Tyler's standard business travel policy.				



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Vickie Dorsett

**Sponsor:**

Judge Becerra

---

**Agenda Item:**

Amend various departmental operating, special revenue and capital project budgets in preparation for FY 2023 quarterly financial reporting. **BECERRA/DORSETT**

**Summary:**

Budget amendments are for line item transfers within various departments and special revenue funds. No additional funds are required.

**Fiscal Impact:**

Amount Requested: No additional funds required

Line Item Number: Various

**Budget Office:**

Source of Funds: Various

Budget Amendment Required Y/N?: Yes

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:

---



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Sheriff Gary Cutler

**Sponsor:**

Commissioner Ingalsbe

---

**Agenda Item:**

Approve the addition of intercoms and upgrading the jail visitation areas in the Hays County Jail with Cornerstone Detention Products, Inc. pursuant to the GSA Contract GA-07F-269AA, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for all open market items. **INGALSBE/CUTLER**

**Summary:**

The Hays County Sheriffs' Department was approved in their Fiscal Year 2023 budget to install 9 new intercom field stations and upgrade the jail visitation areas C & D. All equipment and install services will be procured through Cornerstone Detention Products' GSA contract GA-07F-269AA. Each quote contains open market items that were not awarded under the GSA contract, i.e. travel, mileage, lodging and per diem.

The Hays County Sheriff's Office is requesting a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) for all open market item to allow Cornerstone Detention Products to install the additional items that will be compatible with the current system being utilized in the jail.

**Fiscal Impact:**

Amount Requested: \$16,195.84

Line Item Number: 001-618-03.5741

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funds were budgeted during the FY23 budget process for this project.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes, open market items require a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D).

G/L Account Validated Y/N?: Yes, Misc Capital Improvements

New Revenue Y/N?: N/A

Comments:

---

**Attachments**

Intercom Proposal

Intercom Quote

Jail Visitation Area Proposal

Jail Visitation Area Quote



Cornerstone Detention Products, Inc.  
South Central Regional Office  
2391 NE Loop 410, Suite 208, San Antonio, TX 78217  
Phone (256) 560-4432, Fax (210) 467-5130  
[www.cornerstonedetention.com/services/](http://www.cornerstonedetention.com/services/)  
Texas License No. B20329

## Contact Information Sheet

---

Date: January 4, 2023

To: Lt Eric Batch

Phone: 512-393-7842

E-Mail: [eric.batch@co.hays.tx.us](mailto:eric.batch@co.hays.tx.us)

From: Brian Burleson

Reference: Intercom Additions Hays County Sheriff's **Rev 1**

---

Cornerstone Detention Products, Inc. – South Central  
Service and Supply

Brian Burleson  
Regional Sales Manager  
Direct: 256-560-4434  
Cell: 210-709-9080  
Fax: 210-467-5130  
Email: [bburleson@cornerstonedetention.com](mailto:bburleson@cornerstonedetention.com)  
<http://www.cornerstonedetention.com/>

GSA Schedule 84# GS-07F-269AA





Cornerstone Detention Products, Inc.  
South Central Regional Office  
2391 NE Loop 410, Suite 208, San Antonio, TX 78217  
Phone (256) 560-4434, Fax (210) 467-5130  
[www.cornerstonedetention.com/services/](http://www.cornerstonedetention.com/services/)

**03212022-BB001**

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DATE: **January 4, 2023**  
TO: **Hays County Sheriff's**  
PROJECT: **Intercom Additions**  
LOCATION: **1307 Uhland. San Marcos, TX 78266**  
ARCHITECT: **NA**

---

(Proposal summary) We Propose the Following: Install Qty 9 Intercom Field stations and hardware, cabling for intercoms to head end included with additional 24 Port Switch. Locations E187, E206A, E222, E232A, E232B, and E237.

### **Scope of Work**

**Part 1 -** Furnish and install the work as designated below, except as specifically excluded under Part 2:

**1.1 -** System Type

- Install Qty 9 Quam Intercom Field Stations
- Install Qty 9 Quam Surface Mounted back boxes
- Install Qty 1 24 Port Switch at Head End for additional intercoms
- Run required cabling from Qty 9 field locations and terminate at Head End

**Part 2 -** We specifically exclude the following:

- 2.1 -** Labor to receive, unload, distribute, layout, and installation of materials supplied by us but designated for installation by others.
- 2.2 -** Final cleaning and protection of work-in-place.
- 2.3 -** All conduit, raceways, standard back boxes, handholds, innerduct, pull strings, wire, cabling, etc. not identified above.
- 2.4 -** Any excavating and concrete work not identified above.

**Please sign and return one copy for our files.**

---

This proposal is subject to acceptance with in 30 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: **Brian Burleson**

---

Accepted: \_\_\_\_\_

Firm: \_\_\_\_\_





Cornerstone Detention Products, Inc.  
South Central Regional Office  
2391 NE Loop 410, Suite 208, San Antonio, TX 78217  
Phone (256) 560-4434, Fax (210) 467-5130  
[www.cornerstonedetention.com/services/](http://www.cornerstonedetention.com/services/)

**03212022-BB001**

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**Part 3 - Clarifications:**

- 3.1 - Facility to provide dedicated escorts and secure work areas to Contractor.
- 3.2 - Work hours to be 8:00AM to 5:00PM, M-F.
- 3.3 - In reference to product lead-times, please see Attachment 'A'.
- 3.4 - Cornerstone not responsible for any unforeseen field conditions
- 3.5 - Material Lead Times 8-10 Weeks
- 3.6 - Engineered Site Visit Required in confirming onsite work conditions
- 3.7 - Progress Payment Required

**Part 4 - General Notes:**

- 4.1 - Cornerstone will provide its standard General Liability Insurance. (Certificate furnished upon request)
- 4.2 - We are not responsible for broken or damaged materials (except that caused by our own employees) nor for the protection of same.
- 4.3 - We will perform periodic clean-up of waste generated by our work and deposit debris into containers or dumpsters provided by others.
- 4.4 - Suitable secured dry storage space is to be provided by the Customer for our materials and protection of same.
- 4.5 - Payment & Performance Bonds are not included.
- 4.6 - **Cornerstone** does not include sales/use tax. If required Cornerstone will invoice separately unless customer is tax exempt (certificate required).
- 4.7 - **Cornerstone** does include sales/use tax. If facility is tax exempt, please provide certificate.

**Base Proposal Total - Sixteen Thousand One-Ninety Five and 00/84**  
**\$16,195.84**

**Please sign and return one copy for our files.**

This proposal is subject to acceptance with in 30 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: Brian Burleson

---

Accepted: \_\_\_\_\_ Firm: \_\_\_\_\_



Cornerstone Detention Products, Inc.  
South Central Regional Office  
2391 NE Loop 410, Suite 208, San Antonio, TX 78217  
Phone (256) 560-4434, Fax (210) 467-5130  
[www.cornerstonedetention.com/services/](http://www.cornerstonedetention.com/services/)

**03212022-BB001**

### OPTIONS

The following options are tendered, and should the Customer elect, can be included in Cornerstone's scope contingent upon Cornerstone being awarded the Base Proposal scope as identified above.

**Option No. 1:**

Norment will furnish and install

**Option No. 1 Total - \$TBD**

**Please sign and return one copy for our files.**

This proposal is subject to acceptance with in 30 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: Brian Burleson

Accepted: \_\_\_\_\_ Firm: \_\_\_\_\_



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**03212022-BB001**

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**ATTACHMENT 'A'**

Due to the globally pandemic known as COVID-19, supply chains are being disrupted at all levels. Including raw materials, parts manufacturing, subassemblies, complete product assemblies, and shipping. These disruptions are indefinitely delaying some deliveries with many more items being added to the list daily for the foreseeable future. During this timeframe, Cornerstone cannot guarantee delivery times and project schedules. Cornerstone considers this situation to be a Force Majeure event.

This proposal expressly rejects liquidated damages, back charges, and delay penalties for material deliveries, installation, and project schedules, regardless of bid documentation requirements for the same, as the potential delays relate to unavailability of, limited ability or inability to obtain, labor or materials by reason of acts of any governmental body which disrupts, slows or affects the supply or availability of labor or materials, including but not limited to those arising or resulting from the spread of, or efforts to contain the spread of, illness on a global, national, state or local level.

By acceptance of this proposal, any requirement for liquidated damages, back charges, and delay penalties are waived and considered null and void.

**Please sign and return one copy for our files.**

---

This proposal is subject to acceptance with in 30 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: Brian Burleson

---

Accepted: \_\_\_\_\_ Firm: \_\_\_\_\_

## **Standard Inclusions, Exclusions, Terms, & Conditions**

### **Standard Inclusions: (As they apply to the scope of work)**

1. Proper engineering documents for submittal, installation and operation and maintenance
2. Field measurements and verifications for Cornerstone's scope of work only.
3. Sales and use taxes as applicable to the project and Cornerstone's scope of work.
4. Termination of wiring for electric locks, locking devices, strikes and door position switches as controlled by our scope of work only.
5. The necessary torx-pin security screws for our materials only

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1. Power relays for other systems (i.e. HVAC, Electrical, etc.)
2. All main electrical supply AC power, per division 16, including power to security and detention equipment
3. Temporary power and lighting for final testing of equipment
4. Fire labels on doors and frames where field installation, hardware, and/or glass prevents U.L. labeling. However, doors and frames will be manufactured to U.L. construction standards with documentation provided.
5. Security caulking and sealants not specifically included
6. Caulking not required as a part of glass installation
7. Field finish painting or touch-up of prime paint
8. Final Cleaning
9. Trash debris container and its removal
10. Anchors, screws, fasteners, etc., including security type, not directly required by our installation scope of work
11. The protection of materials furnished by our company once they have been installed in place
12. Field measurements of any kind
13. Furnishing or installing louvers of any kind
14. Furnishing or installing aluminum windows and storefronts of any kind, including hardware
15. Demolition work, patching or repairing of existing structures and removal, relocation or re-installation of any existing materials
16. Cutting or patching of concrete or masonry materials
17. Furnishing or installing any standard/commercial type access doors and frame
18. Any chain link fencing material and associated supporting materials or hardware
19. Core drilling of any kind
20. Flashing or counter flashing of any kind
21. Roll up doors, or counter shutters
22. Repairs to frames installed by others

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1. Use of this proposal in any way, including but not limited to listing Cornerstone as a subcontractor with the Owner, issuing a letter of intent, allowing Cornerstone to commence work or preparation for work, including submittals and/or drawings, will constitute acceptance by Customer of this bid proposal. Cornerstone and Customer will execute a ConsensusDocs 750 subcontract form to memorialize their agreement, supplemented and modified only as provided by this bid proposal which shall be incorporated by reference into the final subcontract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final subcontract, this bid proposal shall govern.
2. A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant an equitable adjustment in the subcontract price.
3. Cornerstone shall maintain insurance with coverage and limits only as provided by Cornerstone's existing insurance program evidenced by its certificate of insurance available request.
4. Cornerstone's Schedule of Values shall be used to determine progress payments. All sums not paid for when due shall bear interest at the rate of 1 ½ % per month from due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection, including reasonable attorney fees, shall be paid by Customer. The proper venue to

resolve any disputes arising under the subcontract shall be the place where the project is located, and the laws of said place shall govern all such disputes arising out of the subcontract.

5. Any retainage withheld from progress payments to Cornerstone shall not exceed the lesser of the retainage terms set forth in (1) the contractor's agreement with the owner, or (2) the statutes of the state in which the work is being performed.
6. Cornerstone shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the subcontract. All deliveries and work performed shall be in accordance with a mutually agreed to project schedule and subsequent mutually agreed to updates. Cornerstone shall be entitled to adjustments of time and price where occasioned by any cause of any kind and extent beyond Cornerstone's control, including but not limited to: delays caused by Customer, the owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting there from; embargos, shortages of labor, raw materials production facilities or transportation; labor difficulties; civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations; fires, floods, accidents and acts of God. Should work be delayed by any of the aforementioned causes for a period exceeding ninety (90) days, Cornerstone shall be entitled to terminate the subcontract. Cornerstone change proposals must be processed in not more than 30 calendar days or as otherwise indicated on the change proposal.
7. The express warranties set forth in the subcontract documents are provided in lieu of all other warranties, expressed or implied, and the warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Cornerstone. Cornerstone is not responsible for special, incidental, or consequential damages. Cornerstone is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, and texture and performance standards. Cornerstone must receive all warranty claims not more than one (1) year after completion of Cornerstone's work, and Cornerstone must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.
8. Except as specifically required by the work and specifications included in this bid proposal, Customer shall furnish all temporary site facilities, including site access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall openings, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, weather protection, fire protection, and trash and recycling services.
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11. Lien waivers and/or waivers of claim(s) shall not apply to any retainage withheld; shall not apply to unbilled changes, to claims which have been asserted in writing or which have not yet become known to Cornerstone; shall be conditional upon receipt of funds to Cornerstone's account.
12. Unless noted otherwise, proposal is based entirely on materials considered to be the standard products of Cornerstone Detention Products, Inc.
13. Cornerstone will not be required to indemnify other parties, including but not limited to, the general contractor, construction manager, architect, and owner, for incidences that are not the sole responsibility of Cornerstone Detention Products, Inc. or that may violate statutory law in the state of the project.



# CORNERSTONE

Security Design, Inc. dba Cornerstone Detention  
2511 Midpark Road  
Montgomery, AL. 36109  
[www.cornerstoneinc.com](http://www.cornerstoneinc.com)

Sales Rep: Brian Burleson  
Estimate Date: 12/12/2022  
Expiration Date: 1/12/2022  
Quote #: BB001-12122022  
RFQ #:

Customer Bill to Address:  
Name Same  
Street  
City, State, Zip

Customer Ship to Address:  
Name Hays County Jail  
Street 1307 Uhland Rd  
City, State, Zip San Antonio, TX 78666

	ON CONTRACT- SERVICE & LABOR	SIN	SIN DESC	QTY	Per Hour/Ea Rate	TOTAL
SDI-CD Contract # GS07F269AA ON CONTRACT- SERVICE & LABOR	PROGRAM MANAGER (Per Hour)	334290	Service/Labor	34	\$ 125.00	\$ 4,250.00
	PROJECT ENGINEER (Per Hour)	334290	Service/Labor		\$ 125.00	\$ -
	SEC TECH (Per Hour)	334290	Service/Labor	61	\$ 95.00	\$ 5,795.00
	SEC TECH SUPERVISOR (Per Hour)	334290	Service/Labor		\$ 115.00	\$ -
	PROJECT ENGINEER (Per Hour)	334290	Service/Labor	4	\$ 125.00	\$ 500.00
	COMPUTER-AIDED DESIGN & DRAFTING (CADD)(Per Hour)	334290	Service/Labor		\$ 95.00	\$ -
SDI-CD Contract # GS07F269AA ON CONTRACT-MATERIAL		334290				\$ -
		334290				\$ -
		334290				\$ -
		334290				\$ -
		334290				\$ -
	NEW					\$ -
	NEW					\$ -
	NEW					\$ -
	NEW					\$ -
	NEW					\$ -
	NEW					\$ -
Total						\$ 10,545.00
						\$ -
Pelco Contract # GS-07F-9323S						\$ -
						\$ -
						\$ -
						\$ -
Vicon Contract 47QSWA19 D006F						\$ -
						\$ -
						\$ -
						\$ -
Bosch Contract GS-07F-206CA						\$ -
						\$ -
						\$ -
						\$ -
Total						\$ -
Total Contract Value to base OLM 33.33 % off of.						Total \$ 10,545.00
OLM-Including IFF FEE Contract # GS-07F269AA	Quam Intercom Station CIS2/25	84500	OLM	9	\$ 74.60	\$ 671.40
	Quam Back Box White SE3GVP	84500	OLM	9	\$ 42.66	\$ 383.94
	Altex Intercom Cabling	84500	OLM	1	\$1,000.00	\$ 1,000.00
	Altex Cisco CBS250-24P-4G-NA	84500	OLM	1	\$ 1,000.00	\$ 1,000.00
	MATERIAL	84500	OLM			\$ -
Total OLM Value, Cannot exceed the Contract Value						\$ 3,055.34
Open Market Items-None Contract Items	TRAVEL			0	\$ -	\$ -
	PER DIEM-M & I -First & Last Day			4	\$ 59.00	\$ 236.00
	PER DIEM-Meal & Incidentals ( M& IE)-Everyday Except the 1st & Last Day			12	\$ 59.00	\$ 708.00
	LODGING			14	\$ 98.00	\$ 1,372.00
	MILEAGE-AIRPLANE					\$ -
	MILEAGE-COMPANY VEHICLE			430	\$0.65	\$ 279.50
	FREIGHT					\$ -
Total Open Market Items-Does not count towards GSA Reported Value or OLM Value. Excludes IFF Fee						\$ 2,595.50

TOTALS

\$ 10,545.00 TOTAL FOR SIN 334290

\$ - TOTAL FOR SIN NEW



# CORNERSTONE

## Customer's PO Amount & Invoice Sales Breakdown

SIN #	TOTAL \$ AMOUNT FOR INDIVIDUAL SIN #
SIN 334290	\$ 10,545.00
SIN NEW	\$ -
SIN 334290	
SIN 334512	
SIN 246421	
SIN 2461000	
SIN 238910	
SIN 334290	
SIN 334290L	
SIN 334512	
SIN OLM 84500	\$ 3,055.34
Open Market Items	\$ 2,595.50
TOTAL CONTACT AMOUNT	\$ 16,195.84

## Cornerstone's IFF FEE Breakdown (Amout we have to pay GSA)

SIN 334290	\$ 10,545.00
SIN NEW	\$ -
SIN OLM 84500	\$ 3,055.34
Total Contract Sale	\$ 13,600.34
IFF Payment	\$ 13,498.3375

## Cornerstone's TOTAL OLM % BASED OFF CONTRACT VALUE

SIN OLM 84500	445%
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Cornerstone Detention Products, Inc.  
South Central Regional Office  
2391 NE Loop 410, Suite 208, San Antonio, TX 78217  
Phone (256) 560-4432, Fax (210) 467-5130  
[www.cornerstonedetention.com/services/](http://www.cornerstonedetention.com/services/)  
Texas License No. B20329

## Contact Information Sheet

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Date: December 21, 2022

To: Terry Whitman

Phone: 214-693-3567

E-Mail: [twhitman@ecmintl.com](mailto:twhitman@ecmintl.com)

From: Brian Burleson

Reference: Hays Co Visitation Upgrade Areas C & D to include Main Jail **Rev 1**

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Cornerstone Detention Products, Inc. – South Central  
Service and Supply



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**Brian Burleson**

**South Central Regional Sales Manager**

**DIRECT** 256-560-4434

**CELL** 210-326-2618

**EMAIL** [bburleson@cornerstoneinc.com](mailto:bburleson@cornerstoneinc.com)



GSA Schedule 84 # GS-07F-269AA



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\*\*\*\*\*

DATE: December 21, 2022  
TO: Hays Co Sheriff's  
PROJECT: Hays County Visitation Upgrades  
LOCATION: 1307 Uhland Rd. San Marcos, TX 78666  
ARCHITECT: NA

(Proposal summary) We Propose the Following: To complete the following detention upgrades to areas C, D and Main Jail Visitations Areas. Demo work is included for existing hardware in place for the areas identified in part 1.

### **Scope of Work**

**Part 1 -** Furnish and install the work as designated below, except as specifically excluded under Part 2:

#### **1.1 - Visitation Areas C & D**

- Install Qty 2 Call buttons at C & D entry door locations.
- Install Qty 2 SFDEC 1050 series locks 110V K2S
- Install Qty 6 Narrow Jamb Locks Airteq 9400 Series K1S
- Install Qty 2 Airteq 92000 Series mortise lock set's function TBD
- Install Qty 8 Airteq 6200 surface mounted Door Position Switch
- Install Qty 6 Stainless Steel Counter Tops 12 gauge 6' x 2'
- Install Qty 2 Frames with paper pass 6' x 4'10 1/2" x 4"
- Install Qty 2 Secur Temp Poly Glass 66" x 58 1/2" x 1"
- The above areas that material will be installed includes all demo work and security electronics programming required for the above written section 1.1

**Please sign and return one copy for our files.**

This proposal is subject to acceptance with in 30 days from the date hereon, and to all standard terms and conditions noted on the attached page.

We hope this proposal will merit your placing with us your business, which will have our best attention in pursuing the work to completion.

By: Brian Burleson

Accepted: \_\_\_\_\_

Firm: \_\_\_\_\_





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**1.2 - Main Jail Visitation:**

- Install Qty 9 Narrow Jamb Locks Airteq 9400 Series K1S
- Install Qty 1 SFDEC 10120 Series K2S 24V
- Install Qty 5 LCN Surface Door Closure with DPS
- The above areas that material will be installed includes all demo work and security electronics programming required for the above written section 1.2

**Part 2 - We specifically exclude the following:**

- 2.1 - Labor to receive, unload, distribute, layout, and installation of materials supplied by us but designated for installation by others.
- 2.2 - Final cleaning and protection of work-in-place.
- 2.3 - All conduit, raceways, standard back boxes, handholds, innerduct, pull strings, wire, cabling, etc. not identified above.
- 2.4 - Any excavating and concrete work not identified above.

**Part 3 - Clarifications:**

- 3.1 - Facility to provide dedicated escorts and secure work areas to Contractor.
- 3.2 - Work hours to be 8:00AM to 5:00PM, M-F.
- 3.3 - In reference to product lead-times, please see Attachment 'A'.
- 3.4 - Lead Time Engineering Submittals 4-6 weeks
- 3.5 - Lead Time on Materials 12-14 weeks.
- 3.6 - One year warranty on all workmanship and material.
- 3.7 - Monthly progress payments for work completed.
- 3.8 - Cornerstone is not responsible for unforeseen work conditions
- 3.9 - All removed material will be turned over to Hays Co Sheriff's.
- 3.10 - We assume all existing wiring is good working condition at door locations.

**Part 4 - General Notes:**

- 4.1 - Cornerstone will provide its standard General Liability Insurance. (Certificate furnished upon request)
- 4.2 - We are not responsible for broken or damaged materials (except that caused by our own employees) nor for the protection of same.
- 4.3 - We will perform periodic clean-up of waste generated by our work and deposit debris into containers or dumpsters provided by others.
- 4.4 - Suitable secured dry storage space is to be provided by the Customer for our materials and protection

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By: Brian Burleson

Accepted: \_\_\_\_\_ Firm: \_\_\_\_\_



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\*\*\*\*\*

of same.

- 4.5 - Payment & Performance Bonds are not included.
- 4.6 - Cornerstone does not include sales/use tax. If required Cornerstone will invoice separately unless customer is tax exempt (certificate required).
- 4.7 - Cornerstone does include sales/use tax. If facility is tax exempt, please provide certificate.

**Base Proposal Total – One Hundred Fifty-Eight Thousand Seven Hundred Fifty-Four Fifty-Two.  
\$158,754.52**

### OPTIONS

The following options are tendered, and should the Customer elect, can be included in Cornerstone's scope contingent upon Cornerstone being awarded the Base Proposal scope as identified above.

**Option No. 1:**

NA

**Option No. 1 Total - \$TBD**

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Accepted: \_\_\_\_\_ Firm: \_\_\_\_\_



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\*\*\*\*\*

### ATTACHMENT 'A'

Due to the globally pandemic known as COVID-19, supply chains are being disrupted at all levels. Including raw materials, parts manufacturing, subassemblies, complete product assemblies, and shipping. These disruptions are indefinitely delaying some deliveries with many more items being added to the list daily for the foreseeable future. During this timeframe, Cornerstone cannot guarantee delivery times and project schedules. Cornerstone considers this situation to be a Force Majeure event.

This proposal expressly rejects liquidated damages, back charges, and delay penalties for material deliveries, installation, and project schedules, regardless of bid documentation requirements for the same, as the potential delays relate to unavailability of, limited ability or inability to obtain, labor or materials by reason of acts of any governmental body which disrupts, slows or affects the supply or availability of labor or materials, including but not limited to those arising or resulting from the spread of, or efforts to contain the spread of, illness on a global, national, state or local level.

By acceptance of this proposal, any requirement for liquidated damages, back charges, and delay penalties are waived and considered null and void.

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By: Brian Burleson

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2511 Midpark Road  
Montgomery, AL. 36109  
[www.cornerstoneinc.com](http://www.cornerstoneinc.com)

Sales Rep: Brian Burleson 210-326-2618  
Estimate Date: 1/26/2023  
Expiration Date: 2/26/2023  
Quote #: BB001-01262023  
RFQ #:

Customer Bill to Address: Hays County Purchasing  
Name Amanda Lamkin  
Street 712 S. Stagecoach Trail, Suite 1071  
City, State, Zip San Marcos, TX 78666

Customer Ship to Address:  
Name Hays County Sheriff's  
Street 1307 Uhland Rd  
City, State, Zip San Marcos, TX 78666

	ON CONTRACT- SERVICE & LABOR	SIN	SIN DESC	QTY	Per Hour/Ea Rate	TOTAL	
SDI-CD Contract # GS07F269AA ON CONTRACT- SERVICE & LABOR	PROGRAM MANAGER (Per Hour)	334290	Service/Labor	156	\$ 125.00	\$ 19,500.00	
	PROJECT Manager (Per Hour)	334290	Service/Labor	80	\$ 125.00	\$ 10,000.00	
	SEC TECH (Per Hour)	334290	Service/Labor	175.42	\$ 95.00	\$ 16,664.90	
	SEC TECH SUPERVISOR (Per Hour)	334290	Service/Labor	80.5	\$ 115.00	\$ 9,257.50	
	PROJECT ENGINEER (Per Hour)	334290	Service/Labor	48	\$ 125.00	\$ 6,000.00	
	COMPUTER-AIDED DESIGN & DRAFTING (CADD)(Per Hour)	334290	Service/Labor		\$ 95.00	\$ -	
SDI-CD Contract # GS07F269AA ON CONTRACT-MATERIAL	6200 DPS Airteq	334290	Material	8	\$ 181.76	\$ 1,454.08	
	Motor Lock 9424	334290		15	\$ 1,188.11	\$ 17,821.65	
	90413 Institutional Mortise Lock 9000	334290		4	\$ 1,037.48	\$ 4,149.92	
	Mogul Cylinder	334290		34	\$ 226.00	\$ 7,684.00	
		334290				\$ -	\$ 92,532.05 TOTAL FOR SIN 334290
	NEW					\$ -	
	NEW					\$ -	
	NEW					\$ -	
	NEW					\$ -	
	NEW					\$ -	
	NEW					\$ -	
Total						\$ 92,532.05	
Pelco Contract # GS-07F-9323S						\$ -	
						\$ -	
						\$ -	
						\$ -	
Vicon Contract 47QSWA19 D006F						\$ -	
						\$ -	
						\$ -	
						\$ -	
Bosch Contract GS-07F-206CA						\$ -	
						\$ -	
						\$ -	
						\$ -	
Total						\$ -	\$ - TOTAL FOR SIN NEW
Total Contract Value to base OLM 33.33 % off of.						Total \$ 92,532.05	
OLM-Including IFF FEE Contract # GS-07F269AA	DHM Borrowd Lite Frame with Paper Pass Slot	84500	OLM	2	\$ 4,667.00	\$ 9,334.00	
	Detention Security Glazing 66" X 58" X 1"	84500	OLM	2	\$ 4,100.00	\$ 8,200.00	
	Stainless Steel Counter Tops 2' X 6'	84500	OLM	6	\$ 1,400.00	\$ 8,400.00	
	SS 1050 Series LHRB 110V K2S	84500	OLM	2	\$ 3,232.00	\$ 6,464.00	
	SS 10120 Series RHRB 24V	84500	OLM	1	\$ 2,500.00	\$ 2,500.00	
	LCN Surface Mounted Closures	84500	OLM	5	\$ 967.00	\$ 4,835.00	
	Quam Two Way Call Button	84500	OLM	2	\$ 525.00	\$ 1,050.00	
Total OLM Value, Cannot exceed the Contract Value						\$ 40,783.00	
Open Market Items-None Contract Items	TRAVEL			120	\$ 80.00	\$ 9,600.00	
	PER DIEM-M & I -First & Last Day			2	\$ 44.25	\$ 88.50	
	PER DIEM-Meal & Incidentals ( M& IE)-Everyday Except the 1st & Last Day			118	\$ 59.00	\$ 6,962.00	
	LODGING			60	\$ 98.00	\$ 5,880.00	
	MILEAGE-AIRPLANE					\$ -	
	MILEAGE-COMPANY VEHICLE			1,260.00	\$ 0.62	\$ 781.20	
	FREIGHT			1	\$ 2,127.77	\$ 2,127.77	
Total Open Market Items-Does not count towards GSA Reported Value or OLM Value. Excludes IFF Fee						\$ 25,439.47	

TOTALS



# CORNERSTONE

## Customer's PO Amount & Invoice Sales Breakdown

SIN #	TOTAL \$ AMOUNT FOR INDIVIDUAL SIN #
SIN 334290	\$ 92,532.05
SIN NEW	\$ -
SIN 334290	
SIN 334512	
SIN 246421	
SIN 2461000	
SIN 238910	
SIN 334290	
SIN 334290L	
SIN 334512	
SIN OLM 84500	\$ 40,783.00
Open Market Items	\$ 25,439.47
TOTAL CONTACT AMOUNT	\$ 158,754.52

## Cornerstone's IFF FEE Breakdown (Amount we have to pay GSA)

SIN 334290	\$ 92,532.05
SIN NEW	\$ -
SIN OLM 84500	\$ 40,783.00
Total Contract Sale	\$ 133,315.05
IFF Payment	\$ 132,315.1871

## Cornerstone's TOTAL OLM % BASED OFF CONTRACT VALUE

SIN OLM 84500	327%
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|



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

T. CRUMLEY

**Sponsor:**

Commissioner Ingalsbe

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### Agenda Item

Authorize the submission of a grant renewal to the Department of State Health Services (DSHS), FY24 Immunizations Grant Program in the amount of \$192,341.00. **INGALSBE/T.CRUMLEY**

### Summary

The Immunizations Grant Program is an annual award through the Department of State Health Services (DSHS) that covers a portion of salaries and benefits for five Local Health Department employees as well as medical supplies. There is no required match for this grant.

Contract Number HHS000104800001

Grant Period: 9/1/2023 - 8/31/2024

---

### Attachments

FY24 IMM/LOCALS Budget

FY24 IMM/LOCALS ILA

## FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$134,654	\$134,654	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$56,097	\$56,097	\$0	\$0	\$0	\$0
C. Travel	\$0	\$0	\$0	\$0	\$0	\$0
D. Equipment	\$0	\$0	\$0	\$0	\$0	\$0
E. Supplies	\$1,590	\$1,590	\$0	\$0	\$0	\$0
F. Contractual	\$0	\$0	\$0	\$0	\$0	\$0
G. Other	\$0	\$0	\$0	\$0	\$0	\$0
H. Total Direct Costs	\$192,341	\$192,341	\$0	\$0	\$0	\$0
I. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
J. Total (Sum of H and I)	\$192,341	\$192,341	\$0	\$0	\$0	\$0
K. Program Income - Projected Earnings	\$0	\$0				

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

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$134,654	\$134,654	Fringe Benefits	\$56,097	\$56,097
	Travel	\$0	\$0	Equipment	\$0	\$0
	Supplies	\$1,590	\$1,590	Contractual	\$0	\$0
	Other	\$0	\$0	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$192,341</b>	<b>Budget Total</b>	<b>\$192,341</b>
-------------------	----------------------------	------------------	---------------------	------------------

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



## FORM I-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Margie Rodriguez - Local Health Department Manager = E	N	Program planning & evaluation, Vaccine Management VFC OPS, Education, Information, Training & Collaborations, Population Assessment	0.51	N/A	\$6,877	12	\$42,087
Amelia Flores - TVFC/Immunization Specialist = E	N	Vaccine Management VFC OPS, Provider Quality Assurance VFC AFIX, Education, Information, Training & Collaborations, Service Delivery	0.52	N/A	\$4,206.40	12	\$26,248
Josie Gonzales - ImmTrac Specialist = E	N	Registries	0.50	N/A	\$4,061.00	12	\$24,366
Elsira Deleon - ImmTrac Specialist = E	N	Registries	0.48	N/A	\$3,517.00	12	\$20,258
Juli Barksdale - Epidemiologist = E	N	Perinatal Hepatitis B Prevention, Epidemiology and Surveillance	0.41	N/A	\$4,412.10	12	\$21,695
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
							\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
SalaryWage Total							\$134,654

FRINGE BENEFITS	Itemize the elements of fringe benefits in the space below:
FICA = \$134654 x .062 = \$7827 MEDICARE = \$134654 x .0145 = \$1831 RETIREMENT = \$134654 x .1351 = \$17056 MEDICAL, DENTAL & LIFE INSURANCE = \$11,800.56 x 2.511 FTE = \$29383	
	<div> <div>Fringe Benefit Rate %</div> <div>Revised: 4/16/2009</div> </div>

	<b>Fringe Benefits Total</b>	<b>\$56,097</b>

## FORM I-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				<b>Total</b>	<b>\$0</b>
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					<b>\$0</b>

Total for Conference / Workshop Travel

\$0

## 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

\$0

Other / Local Travel Costs: \$0

Conference / Workshop Travel Costs: \$0

Total Travel Costs: \$0

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 7/6/2009

**FORM I-3: EQUIPMENT Budget Category**  
**Detail Form**

Legal Name of Respondent:

Hays County Health Department

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

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

Total Amount Requested for Equipment:

**\$0**

## FORM I-4: SUPPLIES Including CONTROLLED ASSETS Budget Category Detail Form

**Legal Name of Respondent:**

## Hays County Health Department

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

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Medical Supplies	General medical supplies to run the immunization program: needles, syringes, gloves, alcohol wipes, band-aids, cotton balls, Sharps containers, etc.	\$1,590
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

**Total Amount Requested for Supplies:**

**\$1,590**

## FORM I-5: CONTRACTUAL Budget Category Detail Form

Legal Name of Respondent: Hays County Health Department

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

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

**\$0**

## FORM I-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Hays County Health Department

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
		\$0
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Other:

\$0



# **Interlocal Application For Immunization Program Funds Fiscal Year 2024**

**[www.ImmunizeTexas.com](http://www.ImmunizeTexas.com)**

**Issue date: 2/7/2023  
Due date: 2/16/2023**

Immunization Unit  
P.O. Box 149347  
Austin, Texas 78714-9347

## I. INTRODUCTION

The Department of State Health Services (DSHS) Immunization Unit announces the expected availability of Fiscal Year (FY) 2024 general revenue and federal funding to prevent and control the transmission of vaccine-preventable diseases in children and adults, with emphasis on accelerating strategic interventions to improve their vaccine coverage levels.

This Inter-Local Application (ILA) contains the requirements that all applicants shall meet to be considered for funding. Each applicant is solely responsible for the preparation and submission of an application in accordance with instructions contained in this ILA.

**Please submit the completed renewal application electronically no later than February 16, 2023 to [cms\\_covidimm@dshs.texas.gov](mailto:cms_covidimm@dshs.texas.gov).**

The renewal application includes a form for Indirect Costs (I-7) within the budget template. DSHS Contract Oversight and Support (COS), the section that conducts fiscal audits of contractors, strongly urges that indirect costs be included. Please note that DSHS Immunization Unit has a cap on indirect costs. The total cost that may be funded under this renewal application may not be more than 10% of the personnel costs listed on Form I-1.

## II. APPLICATION POINT OF CONTACT

For purposes of addressing questions concerning this Application, the contact is **Amie Creighton/Shelva Mays** of the Contract Management Section. Communications concerning this Application may be addressed by email or fax to:

**CMS Contact Email:**

[Amie.creighton@dshs.texas.gov](mailto:Amie.creighton@dshs.texas.gov)

[Shelva.mays@dshs.texas.gov](mailto:Shelva.mays@dshs.texas.gov)

### **III. TABLE OF CONTENTS**

**THE APPLICATION SHOULD INCLUDE A TABLE OF CONTENTS AND BE ORGANIZED AND ARRANGED IN THE FOLLOWING ORDER:**

Form A. Face Page – INCLUDED on Budget template

Form B. Table of Contents and Checklist

Form C. Contact Person Information – INCLUDED on Budget template

Form D. Job Descriptions

Form E. Program Income Spending Plan

Form F. Budget (see separate file)

Form G. FFATA Form

Appendix B. Copy of Approved Indirect Rate (if applicable)

**NOTE: FORM A: Face Page and FORM C: CONTACT PERSON INFORMATION are located on the first two tabs of the attached FY24 Budget Template.**

## FORM B: TABLE OF CONTENTS AND CHECKLIST

**Legal Business Name** Hays County

*This form is provided as your Table of Contents and to ensure the proposal is complete, proper signatures are included, and the required assurances, certifications, and attachments have been submitted. Be sure to indicate page number.*

FORM	DESCRIPTION	Included	Page #	Not Applicable
<b>A</b>	Face Page - completed, and proper signatures and date included	<input type="checkbox"/>		
<b>B</b>	Table of Contents and Checklist – completed and included	<input type="checkbox"/>		
<b>C</b>	Contact Person Information – completed and included	<input type="checkbox"/>		
<b>D</b>	Job Descriptions (with supplemental documentation attached if required)	<input type="checkbox"/>		
<b>E</b>	Program Income Spending Page	<input type="checkbox"/>		
<b>F</b>	Budget Summary Form and Detail Pages	<input type="checkbox"/>		
<b>G</b>	FFATA Form - completed and included	<input type="checkbox"/>		
<b>Appendix B</b>	Copy of Approved Indirect Rate – included (if applicable)	<input type="checkbox"/>		

## **FORM D: JOB DESCRIPTIONS**

Please attach or insert job descriptions here for all positions listed on the Personnel Detail. Also include any job description that was updated during fiscal year 2023.

## Form E: PROGRAM INCOME SPENDING PLAN

### What is program income?

*Program income is gross income earned by a recipient, a consortium participant, or a contractor under a grant that was directly generated by the grant-supported activity or earned as a result of the award.*

**Note:** *Program income is not non-DSHS local funds used with DSHS funds to support and carry-out the program.*

### Examples of program income:

- Conference or workshop participant registration fees
- Income from sales of educational materials
- Sale of equipment that was purchased with grant funds
- Fees, payments, or reimbursement for the provision of a specific service, such as patient care reimbursements received under Medicare, Medicaid, or Children's Health Insurance Program.

### Instructions:

Projected amount of the of Program Income (from page 30, Budget Summary, Line K, Row 2) \$ 0.00

Please forecast how Program income will be used. This money is available for immunization activities in addition to contract funds. Throughout the year, LHDs are responsible for monitoring program income collections to assure that projections are being met prior to expending funds as described below. Use of these funds is subject to the same restrictions as apply to grant funds.

Cost Categories	Funds Projected	Purpose and Justification
A. Personnel	\$	
B. Fringe Benefits	\$	
C. Travel	\$	
D. Supplies	\$	
E. Contractual	\$	
F. Other	\$	
TOTAL PROGRAM INCOME	\$	

**FORM G: Federal Funding Accountability and Transparency Act (FFATA)  
Personnel Activity Detail Form for Local Health Department Immunization  
Staff**

<b>Legal Name of Applicant:</b>	<b>Hays County</b>
---------------------------------	--------------------

[illegible]



## Hays County Commissioners Court

Date: 02/14/2023

Requested By:

Gary Cutler

Sponsor:

Commissioner Ingalsbe

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**Agenda Item:**

Approve the purchase for the Hays County Jail of MPACS 200 Food Assembly Box Assembly from Millennium Access Control Technology Inc. in the amount of \$71,985.00 and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(A). **INGALSBE/CUTLER**

**Summary:**

The Hays County Jail is requesting to purchase 24 MPACS 200 Food Box Assembly from Millennium Access Control Technology Inc. in the amount of \$71,985.00. Sheriff Cutler is requesting to procure the food box assembly through a discretionary exemption pursuant to Texas Local Government Code, Chapter 262.024 (a)(7)(A): items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies.

Millennium Access Control Technology Inc. holds the following US patents for the MPACS 200 Food Box Assembly:

#6,598,546

#6,817,481

#9,016,558

**Fiscal Impact:**

Amount Requested: \$71,985

Line Item Number: 001-618-03.5719\_400

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funds were budgeted during the FY23 budget process to replace the Safety Food Port System.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(A) for patent items.

G/L Account Validated Y/N?: Yes, Miscellaneous Equipment Operating Expense

New Revenue Y/N?: N/A

Comments:

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**Attachments**

Millennium Quote

Millennium Patent Letter

Millennium Patent - 6598546

Millennium Patent - 6817481

Millennium Patent - 9016558



# Millennium Access Control Technology Inc

## Quote



62 South 2nd Street  
Unit 62-J  
Deer Park, NY 11729  
www.millenniumpacs.com  
Contact us at:  
888-242-2219  
sales@millenniumpacs.com

Date	Quote #
1/17/2023	2023-009

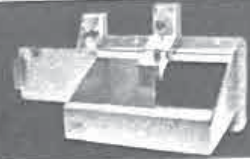


Name / Address			
Hays County Sheriff's Office ATTN: Erica Hernandez 512-393-7800 erica.hernandez@co.hays.tx.us		Rep	Delivery
			2-10 weeks after P.O. is received
			Quotation Valid 60 days
Description	Qty	Rate	Total
MPACS 200 FRAME ASSEMBLY: -Center mount design for hinged removable food box (Anti-Splash System) -Stainless steel frame and sliding door with integral ratchet mechanism  MPACS 200 FOOD BOX ASSEMBLY: -Removable food box assembly with hinged lexan cover -All stainless steel construction -Installation hardware included ****THREE 17 SERIES PARACENTRIC LOCKS INCLUDED PER UNIT**** LOCKS ARE REQUIRED FOR MPACS UNIT TO PROPERLY FUNCTION.  LEFT HAND AND RIGHT HAND CONFIGURATIONS AVAILABLE	24	2,955.00	70,920.00
Paracentric Key (9 ADDITIONAL KEYS FREE OF CHARGE INCLUDED; 15 KEYS IN TOTAL)	6	31.00	186.00
Freight from NY to TX	1	879.00	879.00
<b>Warning</b> THE PATENTED ACCESS CONTROL SYSTEM IS A REGISTERED PATENTED ITEM RECOGNIZED UNDER FEDERAL PATENT LAWS! ANY ATTEMPT TO DUPLICATE THE PATENTED ACCESS CONTROL SYSTEM, OR ANOTHER UNIT OF SIMILAR DESIGN AND FUNCTION WITHOUT THE PATENT HOLDERS PERMISSION IS A VIOLATION OF FEDERAL LAW! FEDERAL LAW PROVIDES SEVERE CIVIL AND CRIMINAL PENALTIES FOR THE UNAUTHORIZED REPRODUCTION, DISTRIBUTION, OR EXHIBITION OF PATENTED MATERIALS. PATENT INFRINGEMENT IS INVESTIGATED BY THE FBI. IF YOU ARE CONVICTED OF PATENT INFRINGEMENT, YOU CAN FACE CRIMINAL CHARGES WHICH INCLUDE IMPRISONMENT AND SEVERE MONETARY FINES.		<b>Total (USD)</b>	<b>\$71,985.00</b>



# MILLENNIUM

## ACCESS CONTROL TECHNOLOGY INC.



### Sole Source Provider Letter

January 1<sup>st</sup>, 2023 – December 31<sup>st</sup>, 2023

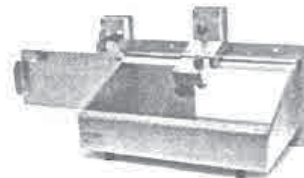
To Whom It May Concern,

The purpose of this letter is to inform you that **Millennium Access Control Technology, Inc.** is the one and only manufacturer and provider of the **Millennium Patented Access Control System (MPACS)**.

Mr. T. Alexander is the patent owner of the following U.S. patents: 6,598,546 / 6,817,481 / and 9,016,558. All patent rights belong to the owner and a copy of each of these patents can be attained upon request.

The Patented Access Control System is not sold through any other distributor but Millennium Access Control Technologies, Inc. It is against U.S. Federal patent laws to manufacture, modify, market, and/or sell the Patented Access Control System.

Regards,



T. Alexander, Owner/ President

Millennium Access Control Technologies, Inc.

Huntington Station, NY 11746

[www.millenniumpacs.com](http://www.millenniumpacs.com)

Office: 888-242-2219 / Direct: 718-290-0318



US006598546B2

(12) **United States Patent**  
**Alexander**

(10) **Patent No.:** **US 6,598,546 B2**  
(45) **Date of Patent:** **Jul. 29, 2003**

(54) **ACCESS OPENING CLOSURE DEVICE**

(76) **Inventor:** **Thomson Alexander**, 69 Grey La.,  
Levittown, NY (US) 11756

(\*) **Notice:** Subject to any disclaimer, the term of this  
patent is extended or adjusted under 35  
U.S.C. 154(b) by 0 days.

(21) **Appl. No.:** **09/781,482**

(22) **Filed:** **Feb. 12, 2001**

(65) **Prior Publication Data**

US 2001/0039905 A1 Nov. 15, 2001

#### Related U.S. Application Data

(60) Provisional application No. 60/182,040, filed on Feb. 11,  
2000.

(51) **Int. Cl.** **E06B 7/00**

(52) **U.S. Cl.** **109/67; 232/43.1; 232/44**

(58) **Field of Search** **70/63; 232/43.1;**  
**232/43.4, 43.5, 44, 19, 22, 64; 220/345.1,**  
**345.2, 476; 49/68; 292/145, 175; 109/19,**  
**67, 68**

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#### FOREIGN PATENT DOCUMENTS

GB 2 156 427 A \* 10/1985 E05G/7/00

\* cited by examiner

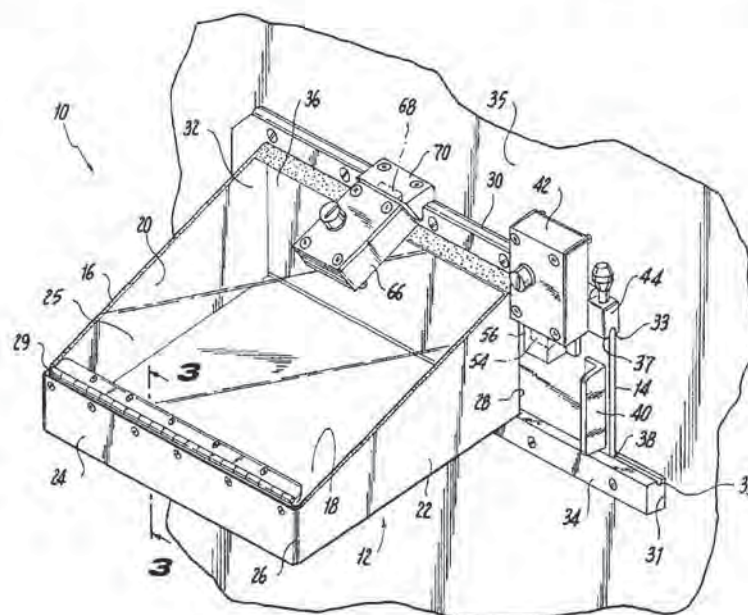
*Primary Examiner*—J. J. Swann

(74) *Attorney, Agent, or Firm*—Carter, DeLuca, Farrell &  
Schmidt, LLP

(57) **ABSTRACT**

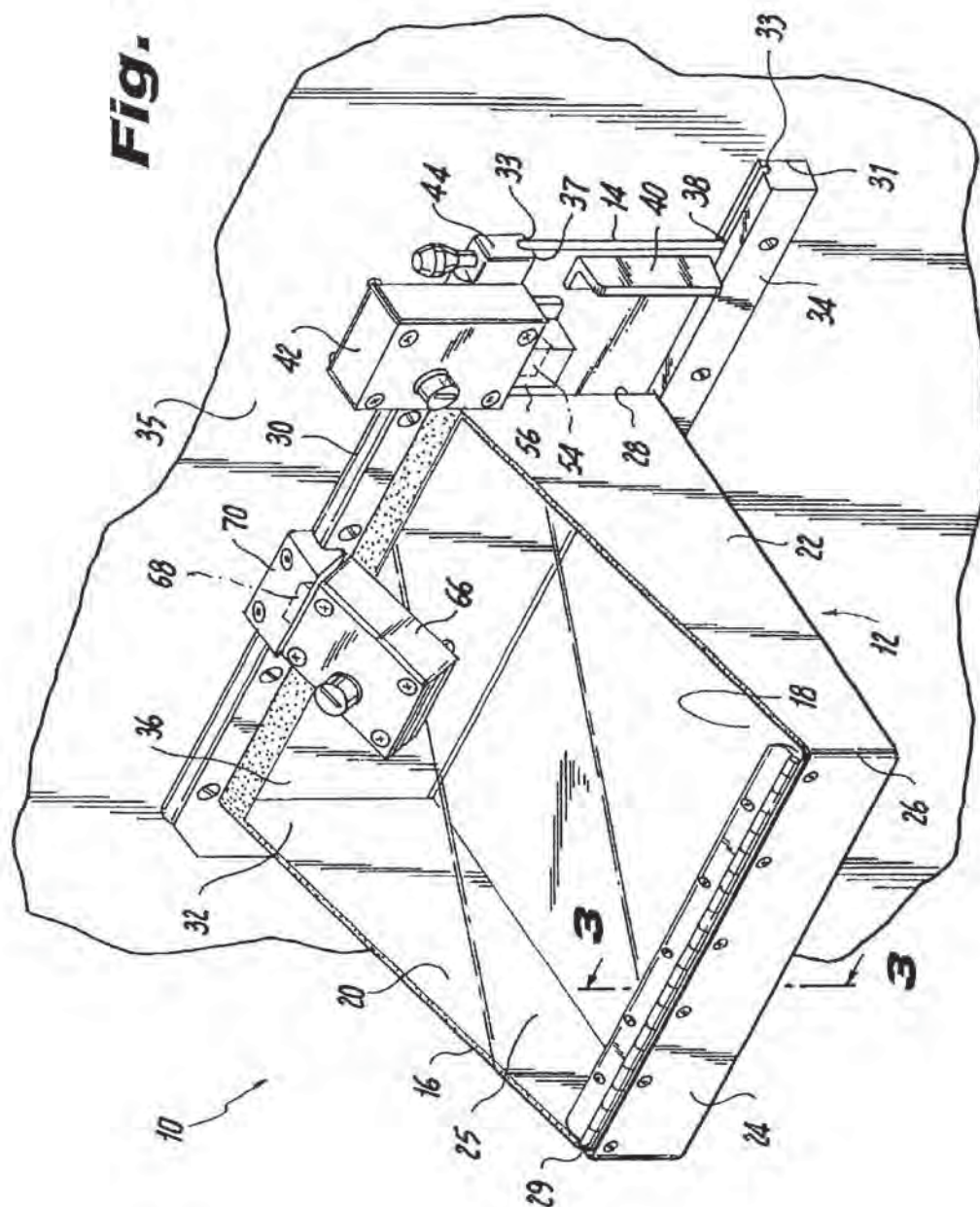
An access opening closure device is provided for enabling passage of food or medication into a confined spaced without providing direct access from within the confined space to outside of the confined space. The device includes a housing defining a receptacle, an access door and a top cover. The top cover and the access door are independently movable between open and closed positions to provide access to within the receptacle. An engagement member is provided adjacent the access door to selectively lock the access door at a plurality of different positions.

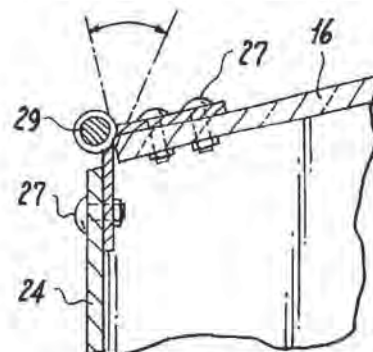
**20 Claims, 5 Drawing Sheets**



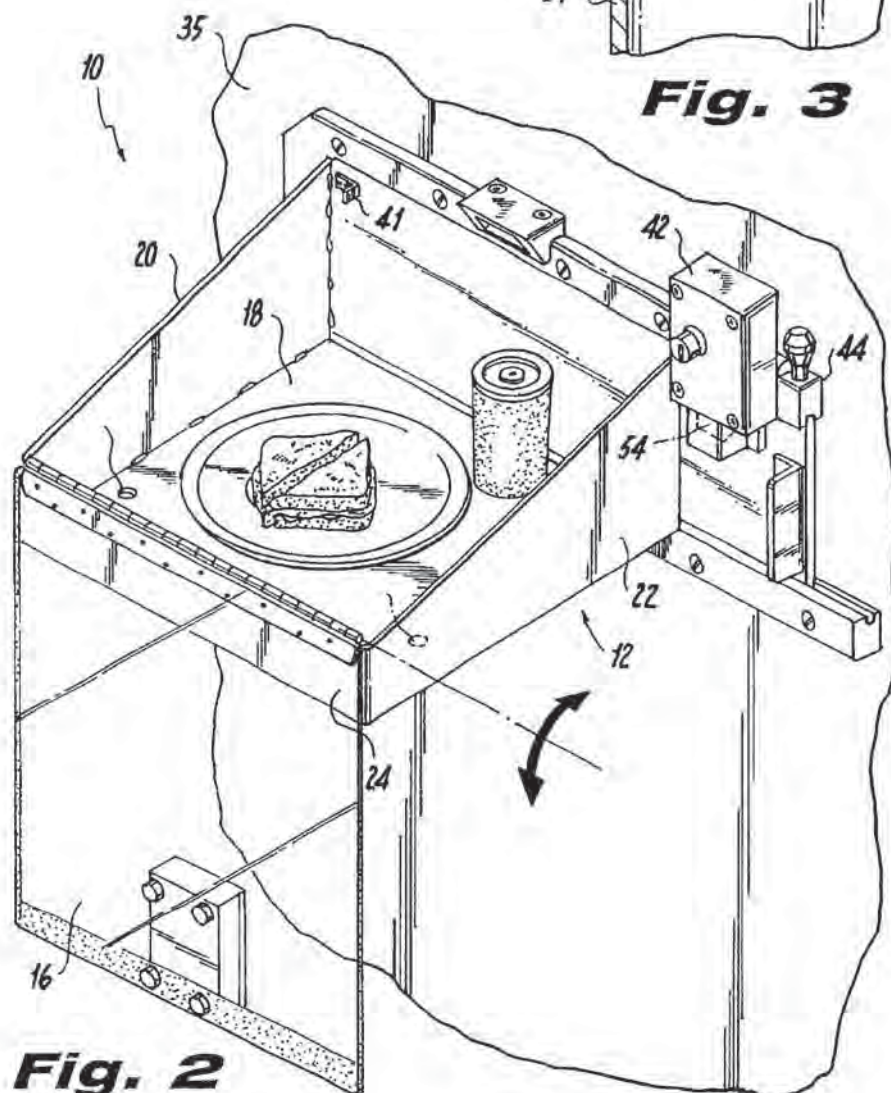


**Fig. 1**





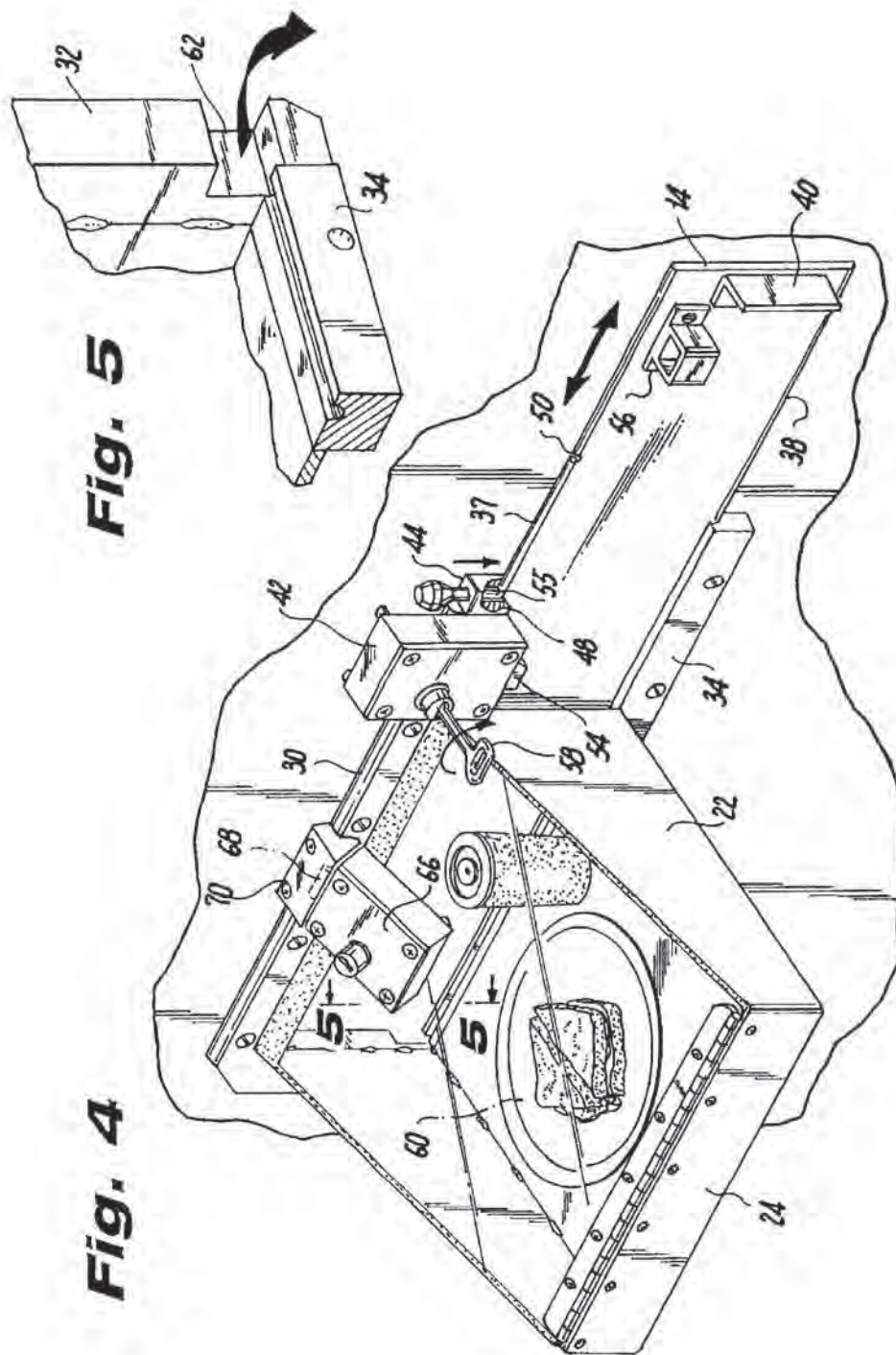
**Fig. 3**



**Fig. 2**

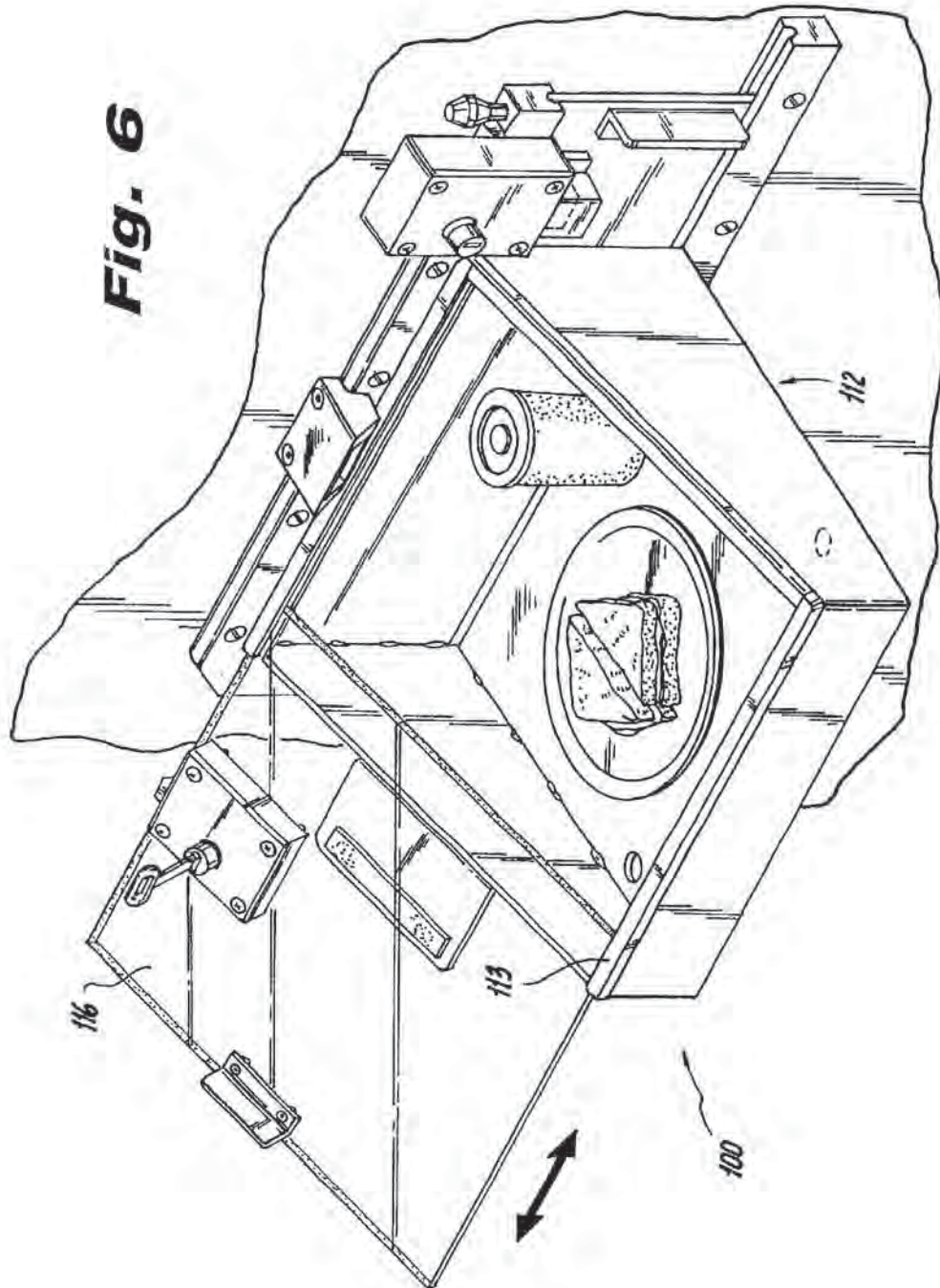
**Fig. 4**

**Fig. 5**





**Fig. 6**



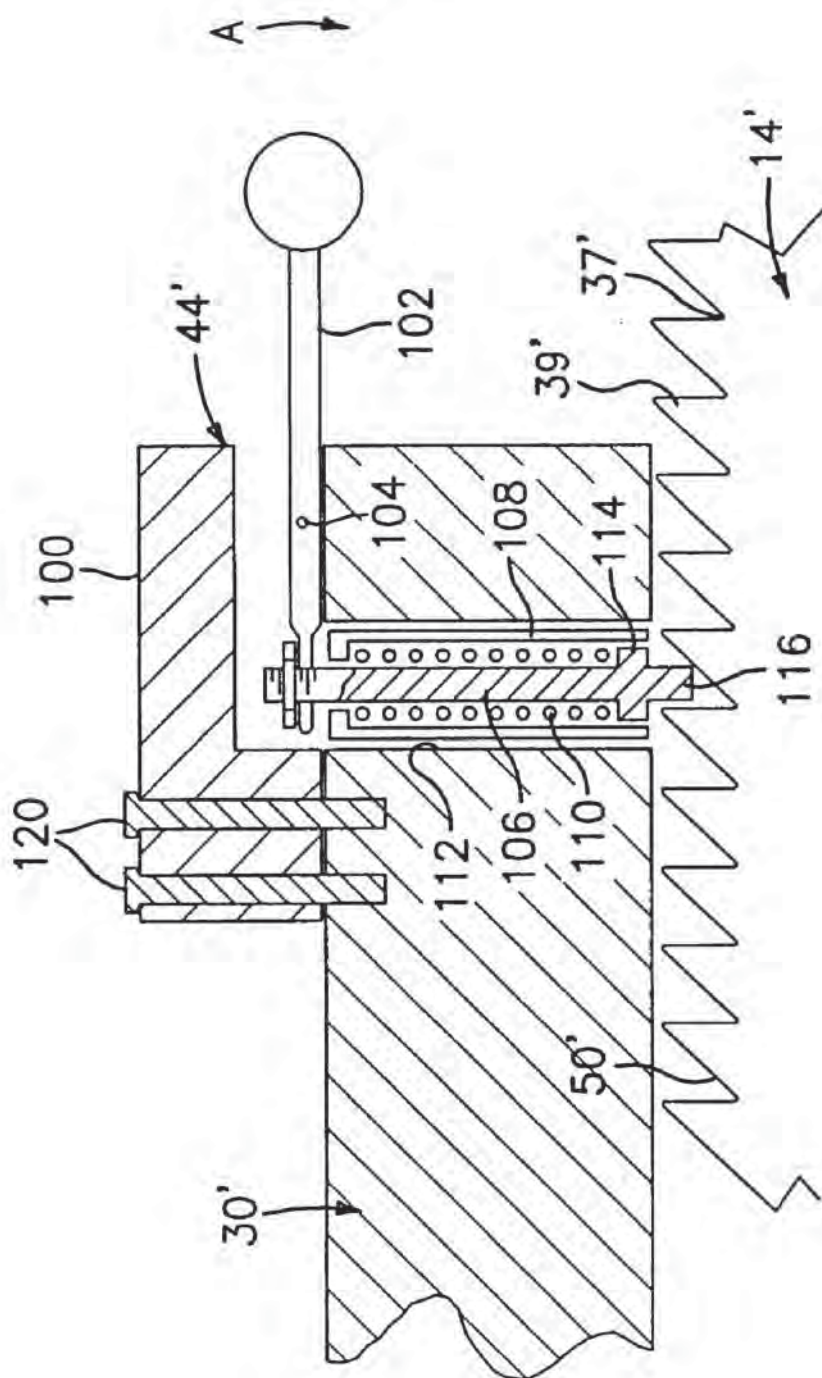


FIG. 7



1

## ACCESS OPENING CLOSURE DEVICE

This application claims priority from U.S. Provisional Application Ser. No. 60/182,040, filed Feb. 11, 2000 which is incorporated in its entirety herein by reference.

## BACKGROUND

## 1. Technical Field

The present disclosure relates to an access opening closure device for allowing articles to pass through an otherwise impervious wall. More specifically, the present disclosure relates to an access opening closure device for use in prisons and hospital psychiatric wards which allows an article to be passed through a cell or hospital room door without exposing a guard or hospital attendant to possible injury or battery by the prisoner or patient.

## 2. Background of Related Art

Prison cell and hospital room doors for confining dangerous inmates or patients which are fitted with an access opening to allow passage of food or medication without the necessity of opening the locked door are well known. The access opening may also be used to handcuff an inmate before unlocking the door. Typically, the access opening is small in relation to the door and is covered by a portal which may be closed to close the access opening. One problem associated with the above-described access opening/portal arrangement is that once the portal is opened, the confined inmate or patient has direct access to the area outside the confined space. Due to the violent nature of some confined inmates and/or patients, prison guards and hospital attendants are exposed to possible danger from the confined inmate or patient when direct access is available.

Accordingly, what is needed is an access opening closure device of simple construction which can be used in association with existing doors having access openings and is operable to allow passage of articles through the access opening without allowing an inmate or patient direct access from the confined space to the area outside of the confined space.

## SUMMARY

An access opening closure device is provided for use in prisons, hospital psychiatric wards and the like is disclosed. The closure device includes a housing defining a receptacle, an access door and a top cover. The top cover is preferably formed from a transparent material and is movably supported on the housing to open or close a top opening in the housing. The access door is preferably formed from stainless steel and is movably supported on the housing to open or close a rear opening in the housing. A bracket assembly is secured to the housing about the rear opening. The bracket assembly is adapted to secure the housing about an access opening in a door, e.g., a prison cell door. The device also includes three locks. A first lock is positioned to retain the top cover in a closed position. A second lock is positioned to retain the access door in its closed position and a third lock is positioned to retain the access door in its open position.

## BRIEF DESCRIPTION OF THE DRAWINGS

Various preferred embodiments of the access opening closure device are described herein with reference to the drawings, wherein:

FIG. 1 is a perspective view of one embodiment of the presently disclosed access opening closure device;

2

FIG. 2 is a perspective view of the access opening closure device shown in FIG. 1 with the top cover in its open position and its access door in its closed position;

FIG. 3 is a partial cross-sectional view taken along section lines 3—3 of FIG. 1;

FIG. 4 is a perspective view of the access opening closure device shown in FIG. 1 with the top cover in a closed position and the access door in an open position;

FIG. 5 is a partial cutaway view taken along section lines 5—5 of FIG. 4;

FIG. 6 is a perspective view of another embodiment of the present disclosed access opening closure device; and

FIG. 7 illustrates a partial cutaway, cross-sectional view of an alternate embodiment of access door 14 and lock 44.

## DETAILED DESCRIPTION OF PREFERRED EMBODIMENTS

Preferred embodiments of the presently disclosed access opening closure device will now be described in detail with reference to the drawings, in which like reference numerals designate identical or corresponding elements in each of the several views.

FIGS. 1 and 2, illustrate an access opening closure device, shown generally as 10. Briefly, closure device 10 includes a housing 12, an access door 14 and a top cover 16. Housing 12 has a bottom wall 18, a pair of side walls 20 and 22 and a front wall 24 which defines a receptacle 25 for receiving food, medication or the like. A plurality of drain holes 18' (FIG. 2) are formed through the bottom wall 18 to allow fluid to drain therefrom. Side walls 20 and 22 have a height that increases from front end 26 to rear end 28 of housing 12. Alternately, the side walls can be rectangular. In extreme cases, when a prisoner or patient must be subdued before the guard enters the cell, the reduced height of front end 26 compared to rear end 28 of housing 12 enables the guard to spray a subduing agent, such as pepper spray or mace, directly into the cell. Preferably, housing 12 is constructed from stainless steel, although other materials having the requisite strength requirements can also be used.

Referring also to FIG. 3, top cover 16 is pivotally attached to the top of front wall 24 via hinge assembly 29. Preferably, hinge assembly 29 is fastened to cover 16 and front wall 24 by screws 27. However, other fastening techniques may also be used including adhesives, welding, etc. Top cover 16 is pivotable from a first closed position enclosing housing 12 to a second open position uncovering housing 12. Preferably, cover 16 is constructed from a durable, transparent material such as Lexan® which permits viewing of the contents of receptacle 25 when top cover 16 is in the closed position. Alternately, other materials having the requisite strength requirements can also be used including stainless steel, aluminum or fire safe material having the requisite strength requirements.

A series of brackets including a top bracket 30, a side bracket 32 and a bottom bracket 34 are secured to the rear end of housing 12 by welding. Alternately, the series of brackets can be secured to housing 12 using other known fastening procedures. Each of the brackets includes a smooth concavity 33 for slidably receiving access door 14. The concavities formed in top and bottom brackets 30 and 34 define a guide track along which door 14 may be slid between open and closed positions. As illustrated in FIGS. 1 and 2, the guide track is formed in top and bottom brackets 30 and 32 at a position adjacent the back side 31 of the brackets which is to be positioned against the prison cell or



hospital room door 35. By forming the guide track in this manner, access door 14 can be positioned close to door 35 while retaining the required thickness for strength. Side bracket 32 also includes a concavity (not shown) into which the forward end 36 of door 14 is positioned when door 14 is closed. Each of the brackets also includes a series of holes dimensioned to receive screws. The screws facilitate securement of the housing about an access port in door 35.

Access door 14 is slidably positioned along the guide track formed between top and bottom brackets 30 and 34. Door 14 includes a handle 40 to facilitate opening and closing of the door. Preferably, the top and bottom edges 37 and 38 of door 14 are radiused to permit door 14 to slide freely along the guide track. Door 14 is movable from a closed to an open position to permit access into housing 12 from within the confined space. A stop 41 (FIG. 2) is fastened to one side of access door 14. Stop 41 is positioned to engage side wall 22 when access door 14 is in the open position to prevent door 14 from sliding out of the guide track. Preferably, sliding door 14 is constructed from stainless steel. However, other materials having the requisite strength requirements may also be used.

A pair of locks 42 and 44 are secured adjacent to access door 14. Preferably, locks 42 and 44 are secured to top bracket 30 via screws. Alternately, locks 42 and 44 can be secured to door 35 and/or other fastening techniques may be used to secure the locks in place. Referring to FIG. 4, each lock includes a spring biased projection 54 and 55 which is urged downwardly towards the bottom frame. A catch 56 is secured to access door 14 and is positioned to engage projection 54 of lock 42. When projection 54 is positioned within catch 56, access door 14 is locked in a closed position. Projection 54 of lock 42 can be lifted from catch 56 by rotating key 58.

Lock 44 is positioned above top edge 37 of access door 14. A pair of recesses 48 and 50 formed in top edge 37 are positioned to receive projection 55 of lock 44. When projection 55 is biased into recess 48, access door 14 is locked in an open position. When projection 55 is biased into recess 50, access door 14 is locked in a half-open position. The combination of locks 42 and 44 prevents access door 14 from being slammed between its open and closed positions.

A lock 66 is also provided on top cover 16. Lock 66 includes a spring biased projection 68 which is receivable in a catch 70 to lock top cover 16 in the closed position. Catch 70 can be secured to top bracket 30. Alternately, catch 70 can be secured to other support structures, such as door 35.

In use, access opening closure device 10 is secured about an access opening in a door 35, e.g., a prison cell door. In the closed position, access door 14 and top cover 16 are closed (FIG. 1). When it is desired to provide the confined person with some item, such as a lunch tray 60, cover 16 is pivoted to open the top of housing 12. To pivot cover 16, lock 66 must be manually released. Lunch tray 60 is placed in receptacle 25 of housing 12 (FIG. 2). The access door 14 is closed. Next, sliding door 14 is slid open by manually rotating key 58 and pulling handle 40 (FIG. 4). It is noted that in order to slide access door 14 to the fully open position, projection 55 of lock 44 must be manually lifted over recess 50. The confined person now has access to the interior of housing 12 but the interior of housing 12 is enclosed with respect to the passageway in front of cell door 35. Thus, persons in the passageway are protected from any debris the confined person may attempt to throw through the access opening. With sliding door 14 in the open position and cover 16 in the closed position, the lunch tray or other

item can be left in housing 12 for the confined person to retrieve at his or her convenience.

Access opening closure device 10 may also be used to handcuff a prisoner before releasing the prisoner from the cell. To handcuff a prisoner, access door 14 need only be opened to its halfway point with projection 55 of lock 44 positioned in recess 50 of door 14. After the prisoner places his hands through the access opening into receptacle 25, top cover 16 can be pivoted open to facilitate the placing of the handcuffs on the prisoner. It is noted that, with top cover 16 pivoted in front of a prison guard, top cover 16 acts as a shield for the guard.

Referring to FIG. 5, a slot 62 is formed in side bracket 32 adjacent the concavity formed in bottom bracket 34. Slot 62 allows any debris positioned on the guide track in concavity 33, when access door 14 is opened, to be pushed from the end of the guide track. Thus, access door 14 will not be prevented from closing by placing debris on the guide track.

FIG. 6 illustrates an alternate embodiment of the access opening closure device shown generally at 100. Closure device 100 is substantially identical to closure device 10 except that top cover 115 is slidable between open and closed positions along a track 113 formed about the top of housing 112.

FIG. 7 illustrates a partial cutaway, cross-sectional view of an alternate embodiment of access door 14 and lock 44. In the alternate embodiment, access door 14' has a top edge 37' having a plurality of teeth 39'. Adjacent teeth define recesses 50'. Lock 44' includes a housing 130, a lever 102 pivotably secured to housing 130 by a pivot pin 104, a reciprocal engagement member 106, a tubular inner housing 108 and a biasing member 110. Tubular inner housing 108 is threadably received within a threaded bore 122 formed in top bracket 30'. Engagement member 106 includes an annular flange 114 and a tooth engaging distal end 116. Biasing member 110 is positioned between flange 114 and the upper end of inner housing 108 and functions to urge distal end 116 of engagement member 106 into engagement with teeth 39' of access door 14'. Lever 102 is manually pivotable in the direction indicated arrow "A" in FIG. 7 to lift engagement member 106 from engagement with access door 14'. Each tooth 39' includes a vertical surface 132 and a sloped surface 134. Engagement between vertical surface 132 and distal end 116 of member 106 prevents movement of access door 14' in the direction indicated by arrow "B" in FIG. 7. Engagement between sloped surface 134 and distal end 116 of member 106 urges member 106 upwardly against the bias of biasing member 110 to permit movement of access door 14' in the direction indicated by arrow "C" in FIG. 7. Teeth 39' and lock 44' prevent access door 14' from being repeatedly slammed between open and closed positions. Housing 130 of lock 44' can be secured to top bracket 30' using screws 120. Alternately, other attachment devices may be used to secure housing 130 to bracket 30', e.g., brazing, welding, etc.

It will be understood that various modifications may be made to the embodiments disclosed herein. For example, access door 14 need not slide horizontally but rather may slide vertically. Further, the dimensions of the access opening closure device can be varied to accommodate any size access opening. Moreover, the access opening closure device is not limited for use on hospital room and prison cell doors but rather may be used in other areas such as bank teller stations. Therefore, the above description should not be construed as limiting, but merely as exemplifications of preferred embodiments. Those skilled in the art will envision



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other modifications within the scope and spirit of the claims appended hereto.

What is claimed is:

1. An access opening closure device comprising:
  - a housing defining a receptacle and being adapted to be mounted adjacent an access opening in a support structure;
  - a top cover movably supported on the housing, the top cover being movable from a first position covering a top opening of the housing to a second position uncovering the top opening of the housing;
  - an access door movably supported on the housing, the access door being movable from a first position uncovering a rear opening of the housing to a second position covering the rear opening of the housing, the access door having a plurality of recesses formed along a surface of the door; and
  - an engagement member supported on the access opening closure device, the engagement member being movable into engagement with the plurality of recesses to selectively lock the access door at a plurality of different positions.
2. An access opening closure device according to claim 1, further including a bracket assembly secured to the housing, the bracket assembly being configured to mount the rear opening of the housing about an access opening in a door.
3. An access opening closure device according to claim 2, wherein the bracket assembly includes a top, a bottom and a side bracket, each of the brackets being positioned about the rear opening of the housing.
4. An access opening closure device according to claim 3, wherein the top and bottom brackets each include a concavity formed therein, the concavities together defining a guide track, the access door being slidably supported for movement between its first and second positions on the guide track.
5. An access opening closure device according to claim 4, wherein the side bracket has a slot formed therein adjacent one end of the guide track, the slot being positioned to permit removal of debris positioned on the guide track when the access door is moved from the open position to the closed position.
6. An access opening closure device according to claim 4, wherein the top cover is pivotably secured to the housing.
7. An access opening closure device according to claim 4, wherein the top cover is slidably supported on the housing.
8. An access opening closure device according to claim 1, further including a first lock, the first lock being positioned to retain the top cover in its first position.
9. An access opening closure device according to claim 1, wherein the housing is constructed from stainless steel.
10. An access opening closure device according to claim 1, wherein the top cover is constructed from a transparent material.

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11. An access opening closure device adapted to be mounted on a support structure comprising:

- a housing defining a receptacle and first and second openings;
- a first cover movably supported on the housing, the first cover being movable from a first position covering the first opening of the housing to a second position uncovering the first opening of the housing;
- an access door movably supported on the housing, the access door being movable from a first position covering the second opening to a second position uncovering the second opening of the housing, the access door having a plurality of recesses formed along a surface of the access door;
- an engagement member positioned adjacent the access door, the engagement member being movable into engagement with the plurality of recesses to lock the access door in a plurality of different positions.

12. An access opening closure device according to claim 11, further including a bracket assembly secured to the housing, the bracket assembly being configured to mount the rear opening of the housing about an access opening in a door.

13. An access opening closure device according to claim 12, wherein the bracket assembly includes a top, a bottom and a side bracket, each of the brackets being positioned about the rear opening of the housing.

14. An access opening closure device according to claim 13, wherein the top and bottom brackets each include a concavity formed therein, the concavities together defining a guide track, the access door being slidably supported for movement between its first and second positions on the guide track.

15. An access opening closure device according to claim 14, wherein the side bracket has a slot formed therein adjacent one end of the guide track, the slot being positioned to permit removal of debris positioned on the guide track when the access door is moved from the open position to the closed position.

16. An access opening closure device according to claim 14, wherein the top cover is pivotably secured to the housing.

17. An access opening closure device according to claim 14, wherein the top cover is slidably supported on the housing.

18. An access opening closure device according to claim 11, further a first lock, the first lock being positioned to retain the top cover in its first including position.

19. An access opening closure device according to claim 11, wherein the housing is constructed from stainless steel.

20. An access opening closure device according to claim 11, wherein the top cover is constructed from a transparent material.

\* \* \* \* \*

UNITED STATES PATENT AND TRADEMARK OFFICE  
**CERTIFICATE OF CORRECTION**

PATENT NO. : 6,598,546 B2  
APPLICATION NO. : 09/781482  
DATED : July 29, 2003  
INVENTOR(S) : Thomson Alexander

Page 1 of 1

It is certified that error appears in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

In the Specification

Column 1, lines 3-5, please amend the priority claim of this application to read as follows:

-- This application claims priority from U.S. Provisional Application Serial No. 60/182,040, filed February 11, 2000 which is incorporated in its entirety herein by reference, and is a continuation-in-part of U.S. Application Serial No. 09/369,366, now U.S. Patent No. 6,302,325 which was filed on August 6, 1999. --

Signed and Sealed this  
Twenty-second Day of October, 2013



Teresa Stanek Rea  
*Deputy Director of the United States Patent and Trademark Office*





US006817481B2

(12) **United States Patent**  
**Alexander**

(10) **Patent No.:** **US 6,817,481 B2**  
(45) **Date of Patent:** **Nov. 16, 2004**

(54) **ACCESS OPENING CLOSURE DEVICE**

(76) **Inventor:** **Thomson Alexander**, 69 Grey La.,  
Levittown, NY (US) 11756

(\*) **Notice:** Subject to any disclaimer, the term of this  
patent is extended or adjusted under 35  
U.S.C. 154(b) by 0 days.

(21) **Appl. No.:** **10/610,162**

(22) **Filed:** **Jun. 30, 2003**

(65) **Prior Publication Data**

US 2004/0000552 A1 Jan. 1, 2004

#### Related U.S. Application Data

(63) Continuation of application No. 09/781,482, filed on Feb.  
12, 2001, now Pat. No. 6,598,546.

(60) Provisional application No. 60/182,040, filed on Feb. 11,  
2000.

(51) **Int. Cl.** **B65D 51/00**

(52) **U.S. Cl.** **220/476; 220/524; 220/315;**  
**109/67**

(58) **Field of Search** **220/524, 525,**  
**220/521, 260, 315, 476; 109/67; 232/43.1,**  
**44**

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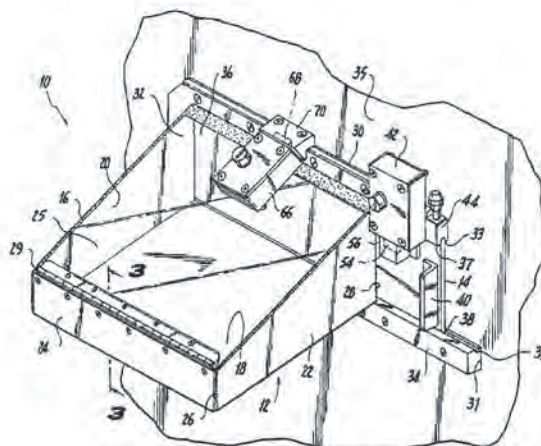
*Primary Examiner*—Joseph Man-Fu Moy

(74) *Attorney, Agent, or Firm*—Carter, DeLuca, Farrell &  
Schmidt, LLP

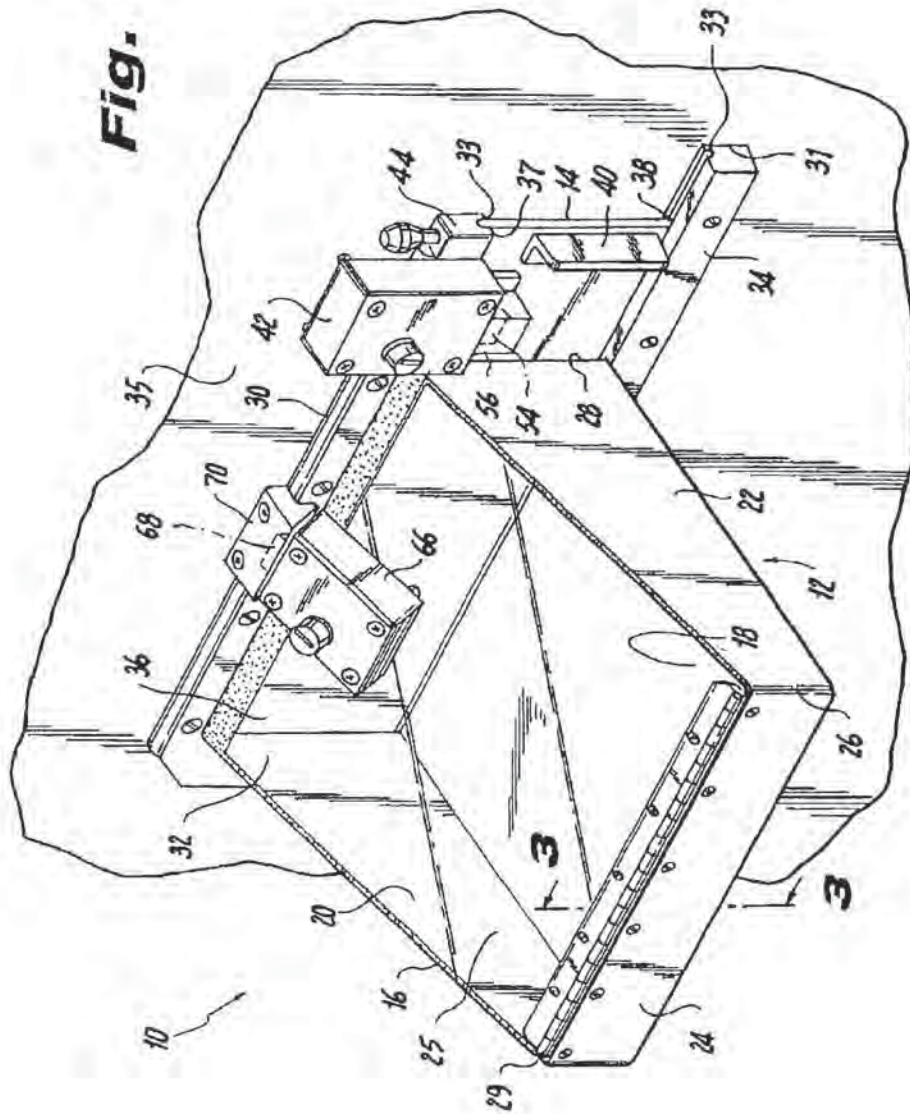
(57) **ABSTRACT**

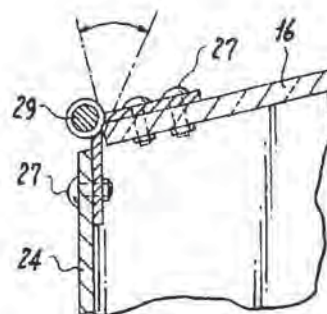
An access opening closure device is provided for enabling passage of food or medication into a confined space without providing direct access from within the confined space to outside of the confined space. The device includes a housing defining a receptacle, an access door and a cover. The cover and the access door are independently movable between open and closed positions to provide access to within the receptacle. An engagement member is provided adjacent the access door to selectively lock the access door at a plurality of different positions.

**7 Claims, 5 Drawing Sheets**

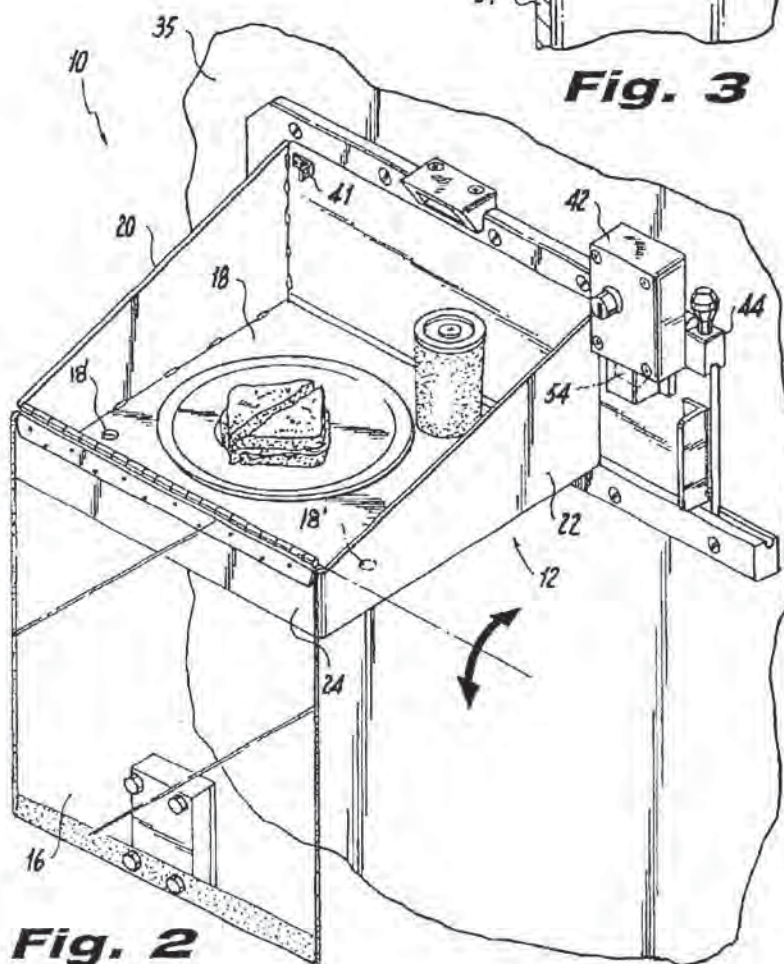


**Fig. 1**



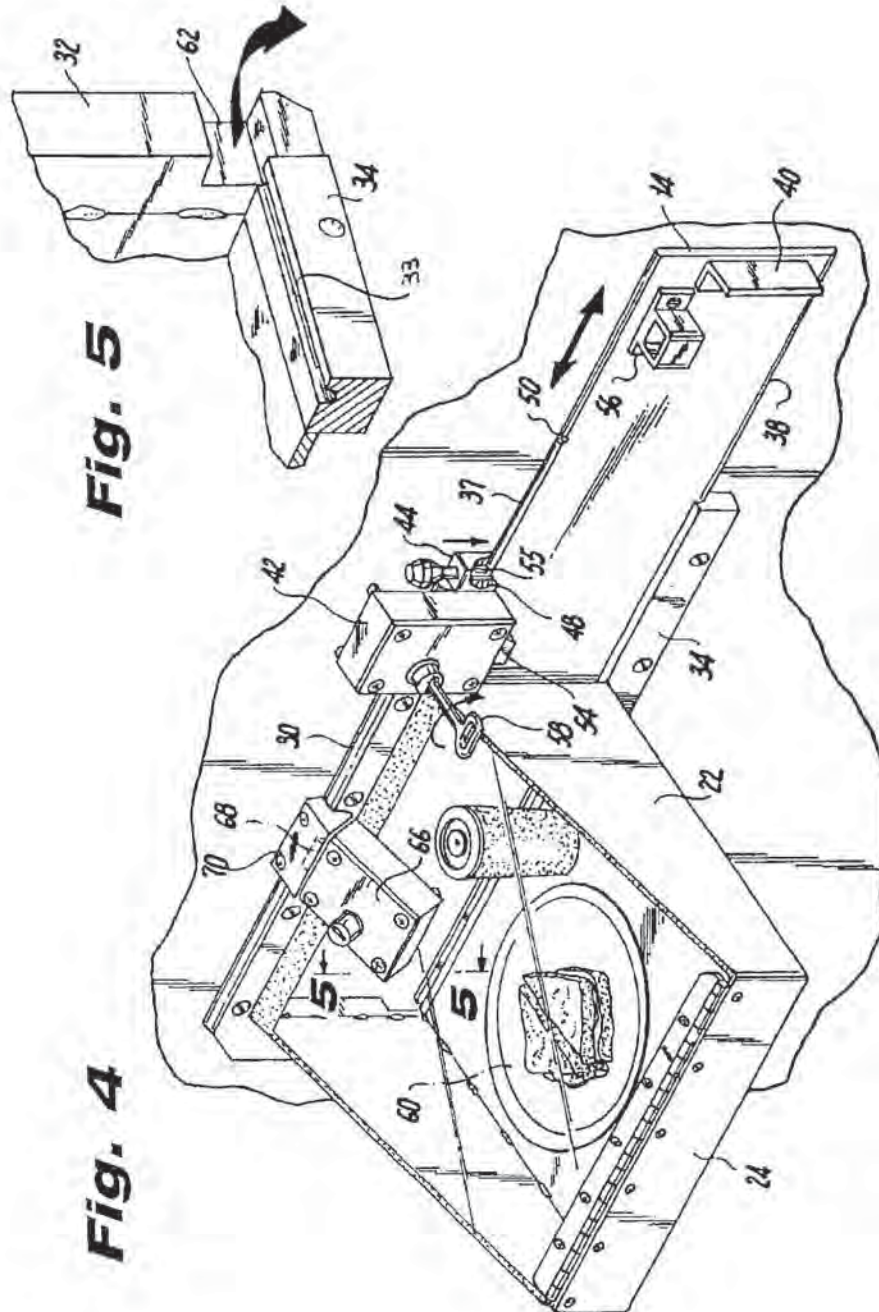


**Fig. 3**



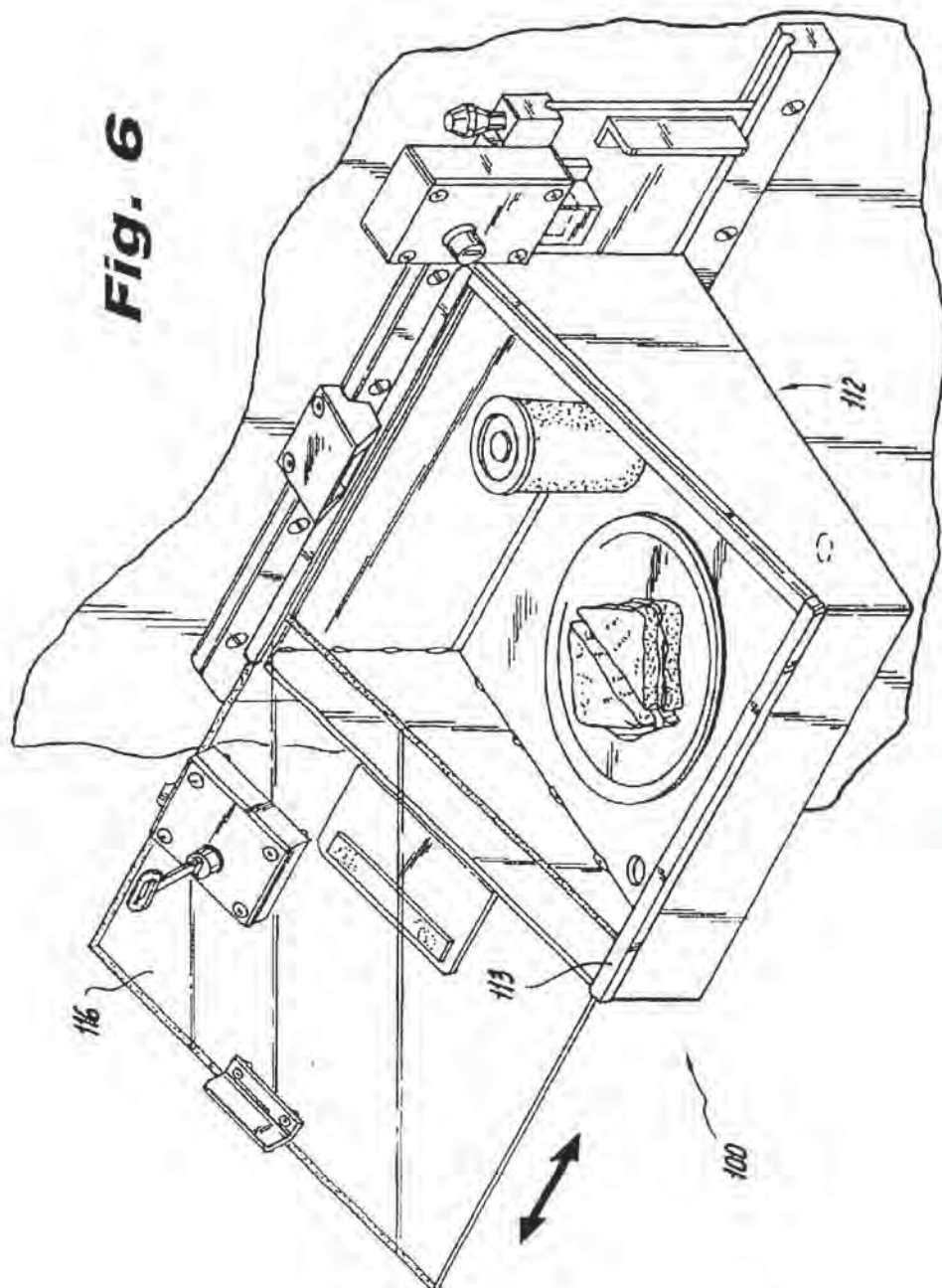
**Fig. 2**







**Fig. 6**



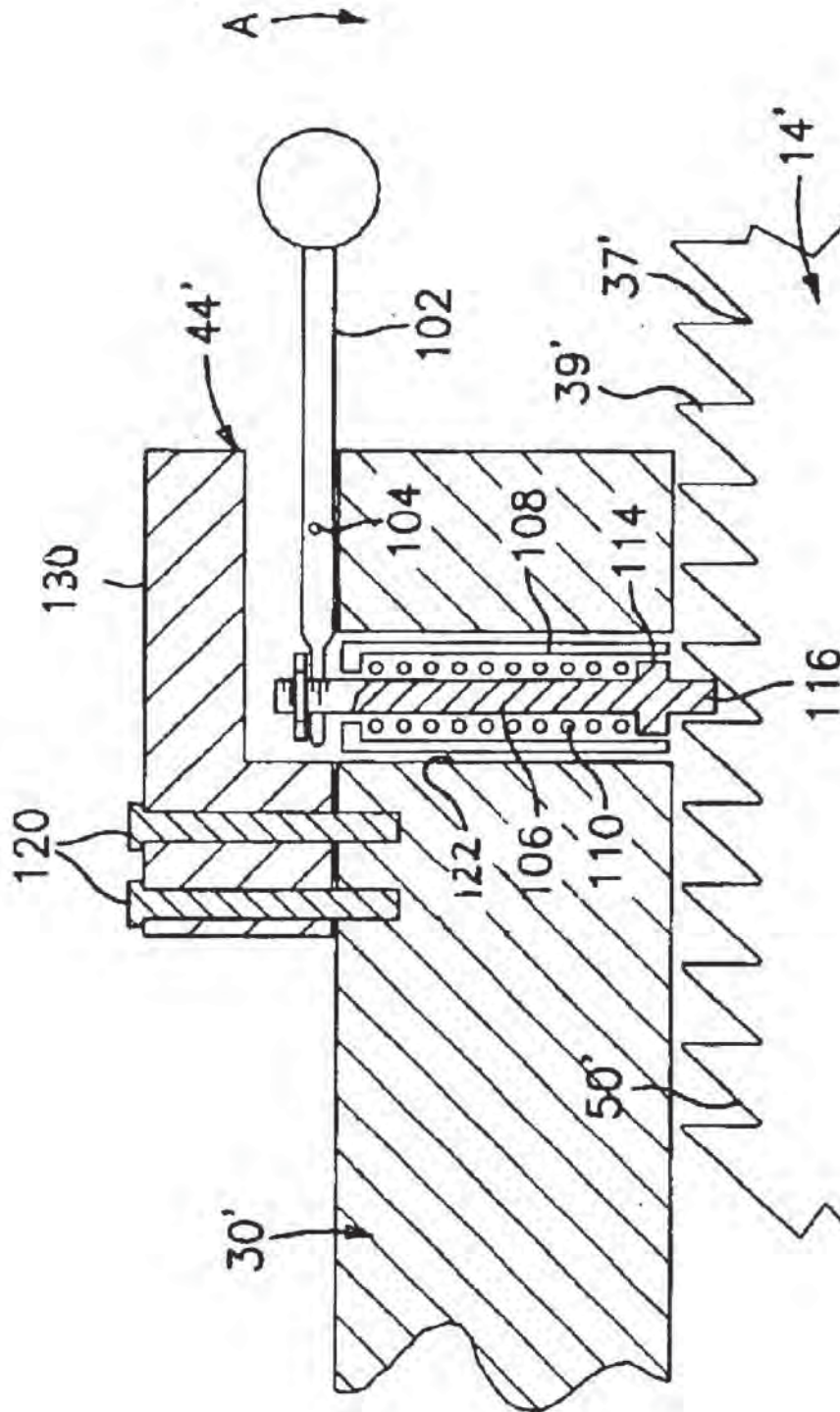


FIG. 7



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## ACCESS OPENING CLOSURE DEVICE

This application is a continuation of U.S. application Ser. No. 09/781,482 filed Feb. 12, 2001 now U.S. Pat. No. 6,598,546 and U.S. Provisional Application Serial No. 60/182,040, filed Feb. 11, 2000, both of which are incorporated herein by reference in their entirety.

## BACKGROUND

## 1. Technical Field

The present disclosure relates to an access opening closure device for allowing articles to pass through an otherwise impervious wall. More specifically, the present disclosure relates to an access opening closure device for use in prisons and hospital psychiatric wards which allows an article to be passed through a cell or hospital room door without exposing a guard or hospital attendant to possible injury or battery by the prisoner or patient.

## 2. Background of Related Art

Prison cell and hospital room doors for confining dangerous inmates or patients which are fitted with an access opening to allow passage of food or medication without the necessity of opening the locked door are well known. The access opening may also be used to handcuff an inmate before unlocking the door. Typically, the access opening is small in relation to the door and is covered by a portal which may be closed to close the access opening. One problem associated with the above-described access opening/portal arrangement is that once the portal is opened, the confined inmate or patient has direct access to the area outside the confined space. Due to the violent nature of some confined inmates and/or patients, prison guards and hospital attendants are exposed to possible danger from the confined inmate or patient when direct access is available.

Accordingly, what is needed is an access opening closure device of simple construction which can be used in association with existing doors having access openings and is operable to allow passage of articles through the access opening without allowing an inmate or patient direct access from the confined space to the area outside of the confined space.

## SUMMARY

An access opening closure device is provided for use in prisons, hospital psychiatric wards and the like is disclosed. The closure device includes a housing defining a receptacle, an access door and a top cover. The top cover is preferably formed from a transparent material and is movably supported on the housing to open or close a top opening in the housing. The access door is preferably formed from stainless steel and is movably supported on the housing to open or close a rear opening in the housing. A bracket assembly is secured to the housing about the rear opening. The bracket assembly is adapted to secure the housing about an access opening in a door, e.g., a prison cell door. The device also includes three locks. A first lock is positioned to retain the top cover in a closed position. A second lock is positioned to retain the access door in its closed position and a third lock is positioned to retain the access door in its open position.

## BRIEF DESCRIPTION OF THE DRAWINGS

Various preferred embodiments of the access opening closure device are described herein with reference to the drawings, wherein:

2

FIG. 1 is a perspective view of one embodiment of the presently disclosed access opening closure device;

FIG. 2 is a perspective view of the access opening closure device shown in FIG. 1 with the top cover in its open position and its access door in its closed position;

FIG. 3 is a partial cross-sectional view taken along section lines 3—3 of FIG. 1;

FIG. 4 is a perspective view of the access opening closure device shown in FIG. 1 with the top cover in a closed position and the access door in an open position;

FIG. 5 is a partial cutaway view taken along section lines 5—5 of FIG. 4;

FIG. 6 is a perspective view of another embodiment of the present disclosed access opening closure device; and

FIG. 7 illustrates a partial cutaway, cross-sectional view of an alternate embodiment of access door 14 and lock 44.

## DETAILED DESCRIPTION OF PREFERRED EMBODIMENTS

Preferred embodiments of the presently disclosed access opening closure device will now be described in detail with reference to the drawings, in which like reference numerals designate identical or corresponding elements in each of the several views.

FIGS. 1 and 2, illustrate an access opening closure device, shown generally as 10. Briefly, closure device 10 includes a housing 12, an access door 14 and a top cover 16. Housing 12 has a bottom wall 18, a pair of side walls 20 and 22 and a front wall 24 which defines a receptacle 25 for receiving food, medication or the like. A plurality of drain holes 18' (FIG. 2) are formed through the bottom wall 18 to allow fluid to drain therefrom. Side walls 20 and 22 have a height that increases from front end 26 to rear end 28 of housing 12. Alternately, the side walls can be rectangular. In extreme cases, when a prisoner or patient must be subdued before the guard enters the cell, the reduced height of front end 26 compared to rear end 28 of housing 12 enables the guard to spray a subduing agent, such as pepper spray or mace, directly into the cell. Preferably, housing 12 is constructed from stainless steel, although other materials having the requisite strength requirements can also be used.

Referring also to FIG. 3, top cover 16 is pivotally attached to the top of front wall 24 via hinge assembly 29. Preferably, hinge assembly 29 is fastened to cover 16 and front wall 24 by screws 27. However, other fastening techniques may also be used including adhesives, welding, etc. Top cover 16 is pivotable from a first closed position enclosing housing 12 to a second open position uncovering housing 12. Preferably, cover 16 is constructed from a durable, transparent material such as Lexa® which permits viewing of the contents of receptacle 25 when top cover 16 is in the closed position. Alternately, other materials having the requisite strength requirements can also be used including stainless steel, aluminum or fire safe material having the requisite strength requirements.

A series of brackets including a top bracket 30, a side bracket 32 and a bottom bracket 34 are secured to the rear end of housing 12 by welding. Alternately, the series of brackets can be secured to housing 12 using other known fastening procedures. Each of the brackets includes a smooth concavity 33 for slidably receiving access door 14. The concavities formed in top and bottom brackets 30 and 34 define a guide track along which door 14 may be slid between open and closed positions. As illustrated in FIGS. 1 and 2, the guide track is formed in top and bottom brackets



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30 and 32 at a position adjacent the back side 31 of the brackets which is to be positioned against the prison cell or hospital room door 35. By forming the guide track in this manner, access door 14 can be positioned close to door 35 while retaining the required thickness for strength. Side bracket 32 also includes a concavity (not shown) into which the forward end 36 of door 14 is positioned when door 14 is closed. Each of the brackets also includes a series of holes dimensioned to receive screws. The screws facilitate securement of the housing about an access port in door 35.

Access door 14 is slidably positioned along the guide track formed between top and bottom brackets 30 and 34. Door 14 includes a handle 40 to facilitate opening and closing of the door. Preferably, the top and bottom edges 37 and 38 of door 14 are radiused to permit door 14 to slide freely along the guide track. Door 14 is movable from a closed to an open position to permit access into housing 12 from within the confined space. A stop 41 (FIG. 2) is fastened to one side of access door 14. Stop 41 is positioned to engage side wall 22 when access door 14 is in the open position to prevent door 14 from sliding out of the guide track. Preferably, sliding door 14 is constructed from stainless steel. However, other materials having the requisite strength requirements may also be used.

A pair of locks 42 and 44 are secured adjacent to access door 14. Preferably, locks 42 and 44 are secured to top bracket 30 via screws. Alternately, locks 42 and 44 can be secured to door 35 and/or other fastening techniques may be used to secure the locks in place. Referring to FIG. 4, each lock includes a spring biased projection 54 and 55 which is urged downwardly towards the bottom frame. A catch 56 is secured to access door 14 and is positioned to engage projection 54 of lock 42. When projection 54 is positioned within catch 56, access door 14 is locked in a closed position. Projection 54 of lock 42 can be lifted from catch 56 by rotating key 58.

Lock 44 is positioned above top edge 37 of access door 14. A pair of recesses 48 and 50 formed in top edge 37 are positioned to receive projection 55 of lock 44. When projection 55 is biased into recess 48, access door 14 is locked in an open position. When projection 55 is biased into recess 50, access door 14 is locked in a half-open position. The combination of locks 42 and 44 prevents access door 14 from being slammed between its open and closed positions.

A lock 66 is also provided on top cover 16. Lock 66 includes a spring biased projection 68 which is receivable in a catch 70 to lock top cover 16 in the closed position. Catch 70 can be secured to top bracket 30. Alternately, catch 70 can be secured to other support structures, such as door 35.

In use, access opening closure device 10 is secured about an access opening in a door 35, e.g., a prison cell door. In the closed position, access door 14 and top cover 16 are closed (FIG. 1). When it is desired to provide the confined person with some item, such as a lunch tray 60, cover 16 is pivoted to open the top of housing 12. To pivot cover 16, lock 66 must be manually released. Lunch tray 60 is placed in receptacle 25 of housing 12 (FIG. 2). The access door 14 is closed. Next, sliding door 14 is slid open by manually rotating key 58 and pulling handle 40 (FIG. 4). It is noted that in order to slide access door 14 to the fully open position, projection 55 of lock 44 must be manually lifted over recess 50. The confined person now has access to the interior of housing 12 but the interior of housing 12 is enclosed with respect to the passageway in front of cell door 35. Thus, persons in the passageway are protected from any debris the confined person may attempt to throw through the

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access opening. With sliding door 14 in the open position and cover 16 in the closed position, the lunch tray or other item can be left in housing 12 for the confined person to retrieve at his or her convenience.

Access opening closure device 10 may also be used to handcuff a prisoner before releasing the prisoner from the cell. To handcuff a prisoner, access door 14 need only be opened to its halfway point with projection 55 of lock 44 positioned in recess 50 of door 14. After the prisoner places his hands through the access opening into receptacle 25, top cover 16 can be pivoted open to facilitate the placing of the handcuffs on the prisoner. It is noted that, with top cover 16 pivoted in front of a prison guard, top cover 16 acts as a shield for the guard.

Referring to FIG. 5, a slot 62 is formed in side bracket 32 adjacent the concavity formed in bottom bracket 34. Slot 62 allows any debris positioned on the guide track in concavity 33, when access door 14 is opened, to be pushed from the end of the guide track. Thus, access door 14 will not be prevented from closing by placing debris on the guide track.

FIG. 6 illustrates an alternate embodiment of the access opening closure device shown generally at 100. Closure device 100 is substantially identical to closure device 10 except that top cover 115 is slidable between open and closed positions along a track 113 formed about the top of housing 112.

FIG. 7 illustrates a partial cutaway, cross-sectional view of an alternate embodiment of access door 14 and lock 44. In the alternate embodiment, access door 14' has a top edge 37' having a plurality of teeth 39'. Adjacent teeth define recesses 50'. Lock 44' includes a housing 130, a lever 102 pivotally by secured to housing 130 by a pivot pin 104, a reciprocal engagement member 106, a tubular inner housing 108 and a biasing member 110. Tubular inner housing 108 is threadably received within a threaded bore 122 formed in top bracket 30'. Engagement member 106 includes an annular flange 114 and a tooth engaging distal end 116. Biasing member 110 is positioned between flange 114 and the upper end of inner housing 108 and functions to urge distal end 116 of engagement member 106 into engagement with teeth 39' of access door 14'. Lever 102 is manually pivotable in the direction indicated by arrow "A" in FIG. 7 to lift engagement member 106 from engagement with access door 14'. Each tooth 39' includes a vertical surface 132 and a sloped surface 134. Engagement between vertical surface 132 and distal end 116 of member 106 prevents movement of access door 14' in the direction indicated by arrow "B" in FIG. 7. Engagement between sloped surface 134 and distal end 116 of member 106 urges member 106 upwardly against the bias of biasing member 110 to permit movement of access door 14' in the direction indicated by arrow "C" in FIG. 7. Teeth 39' and lock 44' prevent access door 14' from being repeatedly slammed between open and closed positions. Housing 130 of lock 44' can be secured to top bracket 30' using screws 120. Alternately, other attachment devices may be used to secure housing 130 to bracket 30', e.g., brazing, welding, etc.

It will be understood that various modifications may be made to the embodiments disclosed herein. For example, access door 14 need not slide horizontally but rather may slide vertically. Further, the dimensions of the access opening closure device can be varied to accommodate any size access opening. Moreover, the access opening closure device is not limited for use on hospital room and prison cell doors but rather may be used in other areas such as bank teller stations. Therefore, the above description should not



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be construed as limiting, but merely as exemplifications of preferred embodiments. Those skilled in the art will envision other modifications within the scope and spirit of the claims appended hereto.

What is claimed is:

1. An access opening closure device configured to be positioned about an opening on a secure side of a support structure, the access opening closure device comprising:

a housing having an outer portion and an inner portion, said inner portion defining a fixed receptacle;

a first door movably supported on the housing, the first door being movable from a first position at least partially covering a first opening of the receptacle to a second position at least partially uncovering the first opening of the receptacle;

a second door movably supported on the housing, the second door being movable from a first position at least partially covering a second opening of the receptacle to a second position at least partially uncovering the second opening of the receptacle;

at least one lock operable to retain the second door in its first position and in its second position; and

wherein the first door and the second door are positioned to be primarily operable only from a secure side of a support structure on which the access opening closure device is positioned.

2. An access opening closure device configured to be positioned about an opening on a secure side of a support structure, the access opening closure device comprising:

a housing having an outer portion and an inner portion, said inner portion defining a fixed receptacle having a rear opening;

a first door movably supported on the housing, the first door being movable from a first position at least

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partially covering a first opening of the receptacle to a second position at least partially uncovering the first opening of the receptacle;

a second door movably supported on the housing, the second door being movable from a first position at least partially covering the second opening of the receptacle to a second position at least partial uncovering the second opening of the receptacle; and

a bracket assembly secured to the housing, the bracket assembly being mounted adjacent the second opening of the housing to secure the access closure device to a support structure;

wherein the first door and the second door are positioned to be primarily operable only from the secure side of a support structure on which the access opening closure device is positioned.

3. An access opening closure device according to claim 2, wherein the bracket assembly includes a top, a bottom and a side bracket, each of the brackets being positioned about the second opening of the housing.

4. An access opening closure device according to claim 2, further including a first lock the first lock being operable to retain the second door in its first position.

5. An access opening closure device according to claim 4, further including a second lock, the second lock being operable to retain the first door in its first position.

6. An access opening closure device according to claim 2, wherein the housing is constructed from stainless steel.

7. An access opening closure device according to claim 2, wherein the first door is constructed from a transparent material.

\* \* \* \* \*

UNITED STATES PATENT AND TRADEMARK OFFICE  
**CERTIFICATE OF CORRECTION**

PATENT NO. : 6,817,481 B2  
APPLICATION NO. : 10/610162  
DATED : November 16, 2004  
INVENTOR(S) : Thomson Alexander

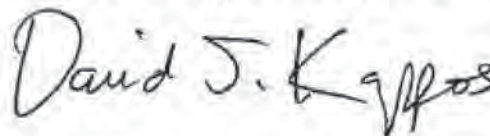
Page 1 of 1

It is certified that error appears in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

Title page, item [63] should read as follows:

-- This application is a continuation of U.S. Application Serial No. 09/781,482, filed February 12, 2001, now U.S. Patent No. 6,598,546 which claims priority from U.S. Provisional Application Serial No. 60/182,040, filed February 11, 2000 which is incorporated in its entirety herein by reference, and is a continuation-in-part of U.S. Application Serial No. 09/369,366, now U.S. Patent No. 6,302,325 which was filed on August 6, 1999 and claims priority from U.S. Provisional Application Serial No. 60/141,171 filed on June 25, 1999. --

Signed and Sealed this  
Twelfth Day of June, 2012

A handwritten signature in black ink that reads "David J. Kappos". The signature is written in a cursive, flowing style.

David J. Kappos  
*Director of the United States Patent and Trademark Office*

UNITED STATES PATENT AND TRADEMARK OFFICE  
**CERTIFICATE OF CORRECTION**

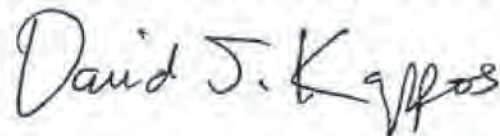
PATENT NO. : 6,817,481 B2  
APPLICATION NO. : 10/610162  
DATED : November 16, 2004  
INVENTOR(S) : Thomson Alexander

Page 1 of 1

It is certified that error appears in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

This certificate supersedes the Certificate of Correction issued June 12, 2012. The certificate is vacated since Petition to accept unintentionally delayed claim of priority under 37 C.F.R. 1.78(a)(2) was not granted by the Office of Petitions. The Certificate of Correction was published in error and should not have been issued for this patent.

Signed and Sealed this  
Fourteenth Day of August, 2012

A handwritten signature in black ink, reading "David J. Kappos". The signature is written in a cursive, flowing style with a large initial "D" and a stylized "K".

David J. Kappos  
*Director of the United States Patent and Trademark Office*



UNITED STATES PATENT AND TRADEMARK OFFICE  
**CERTIFICATE OF CORRECTION**

PATENT NO. : 6,817,481 B2  
APPLICATION NO. : 10/610162  
DATED : November 16, 2004  
INVENTOR(S) : Thomson Alexander

Page 1 of 1

It is certified that error appears in the above-identified patent and that said Letters Patent is hereby corrected as shown below:

In the Specification

Column 1, lines 2-7, please amend the priority claim of this application to read as follows:

-- This application is a continuation of U.S. Application Serial No. 09/781,482, filed February 12, 2001, now U.S. Patent No. 6,598,546 which claims priority from U.S. Provisional Application Serial No. 60/182,040, filed February 11, 2000 which is incorporated in its entirety herein by reference, and is a continuation-in-part of U.S. Application Serial No. 09/369,366, now U.S. Patent No. 6,302,325 which was filed on August 6, 1999. --

Signed and Sealed this  
Fourteenth Day of January, 2014



Michelle K. Lee  
*Deputy Director of the United States Patent and Trademark Office*



US009016558B2

(12) **United States Patent**  
**Alexander**

(10) **Patent No.:** **US 9,016,558 B2**  
(45) **Date of Patent:** **Apr. 28, 2015**

(54) **ACCESS OPENING CLOSURE DEVICE**

(71) Applicant: **Thomson Alexander**, Dix Hills, NY  
(US)

(72) Inventor: **Thomson Alexander**, Dix Hills, NY  
(US)

(\*) Notice: Subject to any disclaimer, the term of this  
patent is extended or adjusted under 35  
U.S.C. 154(b) by 260 days.

(21) Appl. No.: **13/661,665**

(22) Filed: **Oct. 26, 2012**

(65) **Prior Publication Data**

US 2013/0104609 A1 May 2, 2013

**Related U.S. Application Data**

(60) Provisional application No. 61/551,610, filed on Oct.  
26, 2011.

(51) **Int. Cl.**  
**A47G 29/12** (2006.01)  
**E06B 7/32** (2006.01)

(52) **U.S. Cl.**  
CPC ..... **E06B 7/32** (2013.01)

(58) **Field of Classification Search**  
USPC ..... 232/1 E, 19, 44, 43.1, 43.4, 43.5;  
109/19, 67, 68; 49/68; 220/476, 478,  
220/479

See application file for complete search history.

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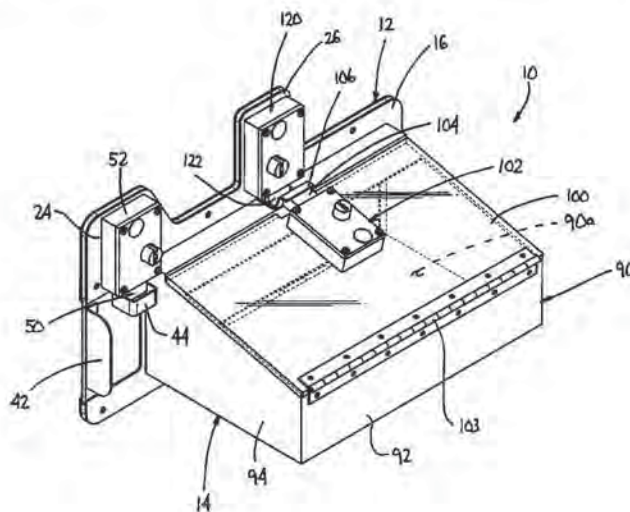
Primary Examiner — William Miller

(74) Attorney, Agent, or Firm — Carter, Deluca, Farrell &  
Schmidt, LLP

(57) **ABSTRACT**

An access opening closure device is provided for enabling passage of food or medication into a confined space without providing direct access from within the confined space to outside of the confined space. The device includes a housing assembly including a body and a cover, and a slide assembly including an access door and a frame. The body defines a receptacle and first and second openings. The housing assembly is pivotally coupled to the slide assembly and is movable from an operative position to a stowed, non-operative position.

**16 Claims, 12 Drawing Sheets**



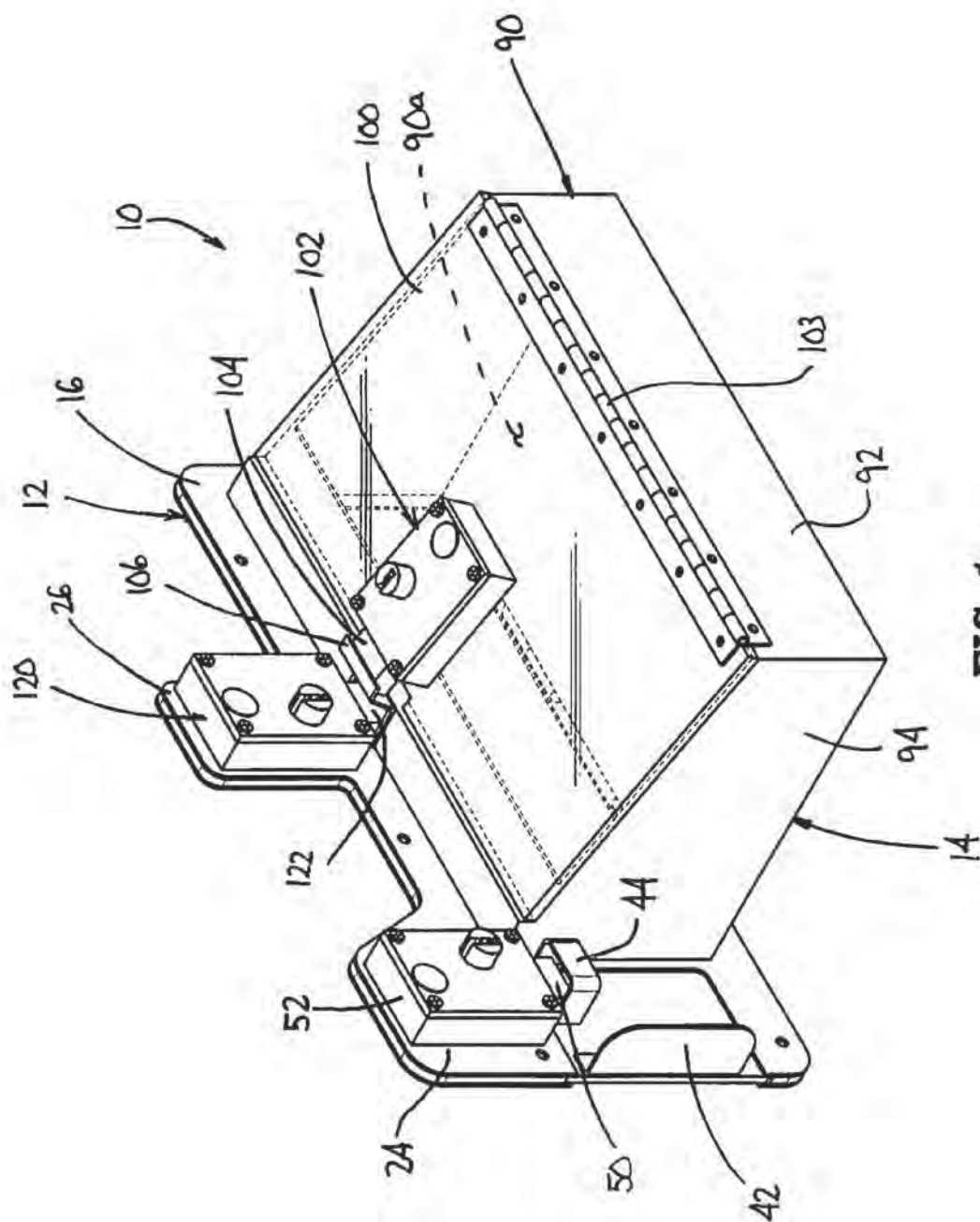
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**FIG. 1**



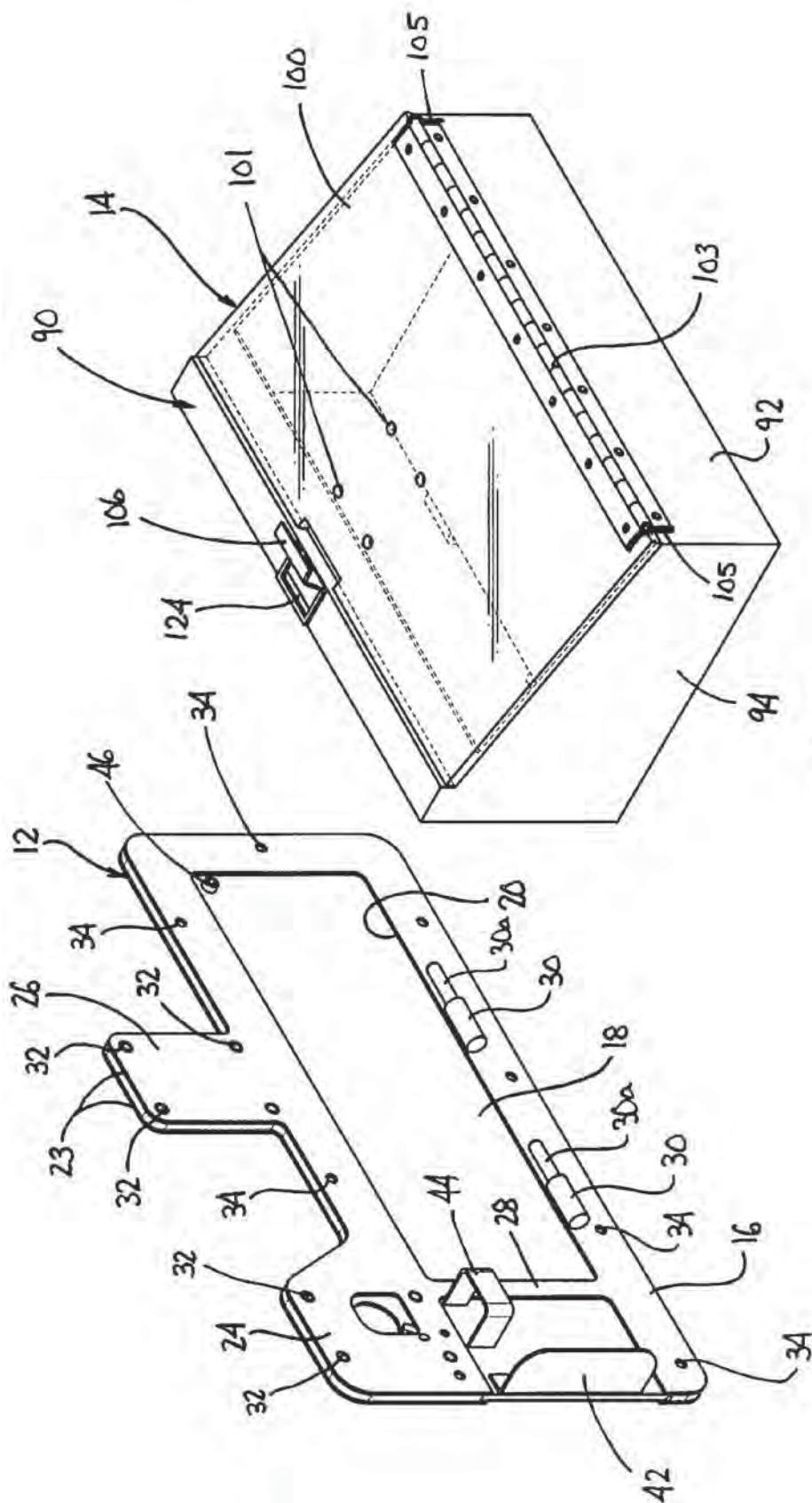


FIG. 2

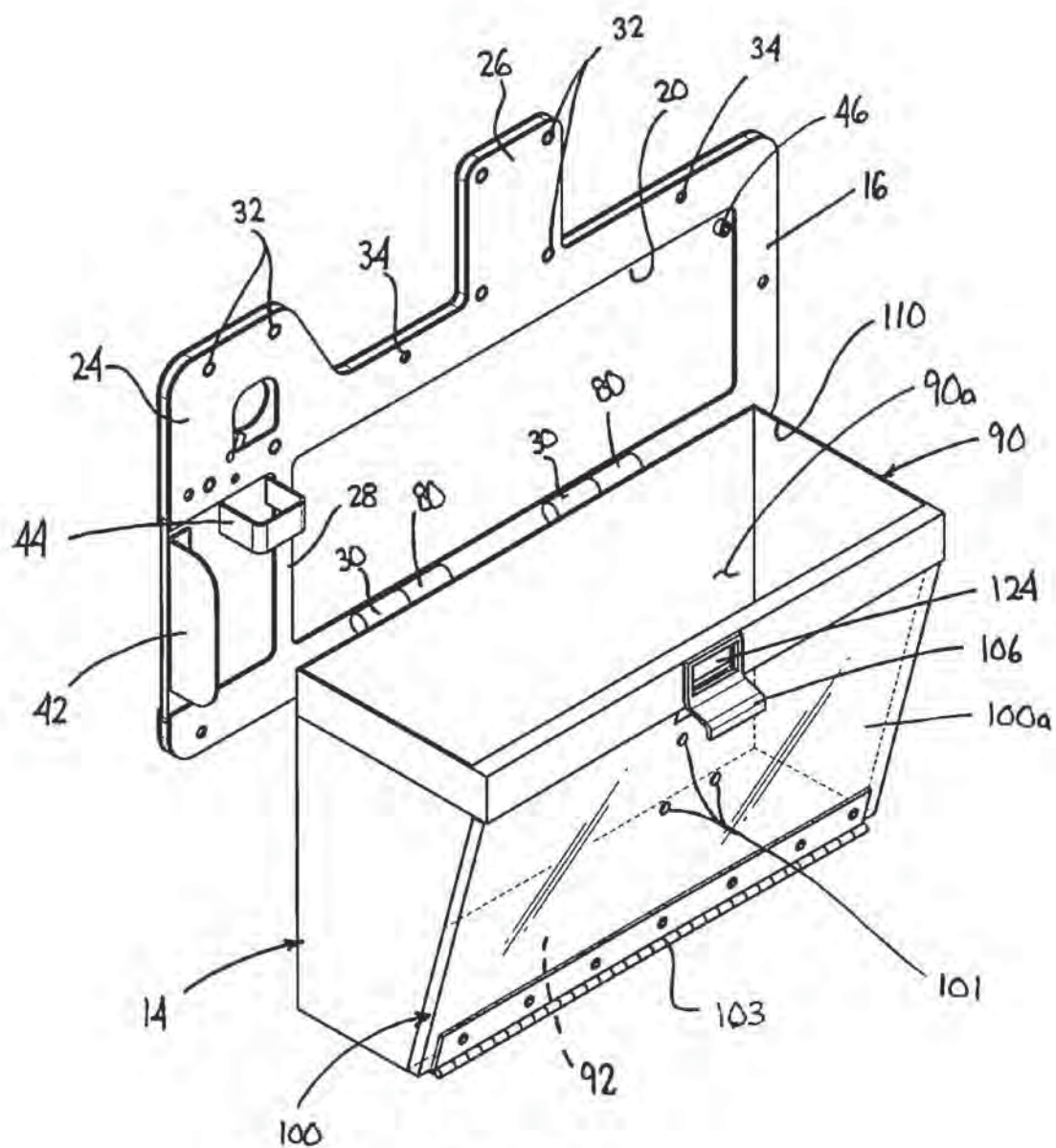
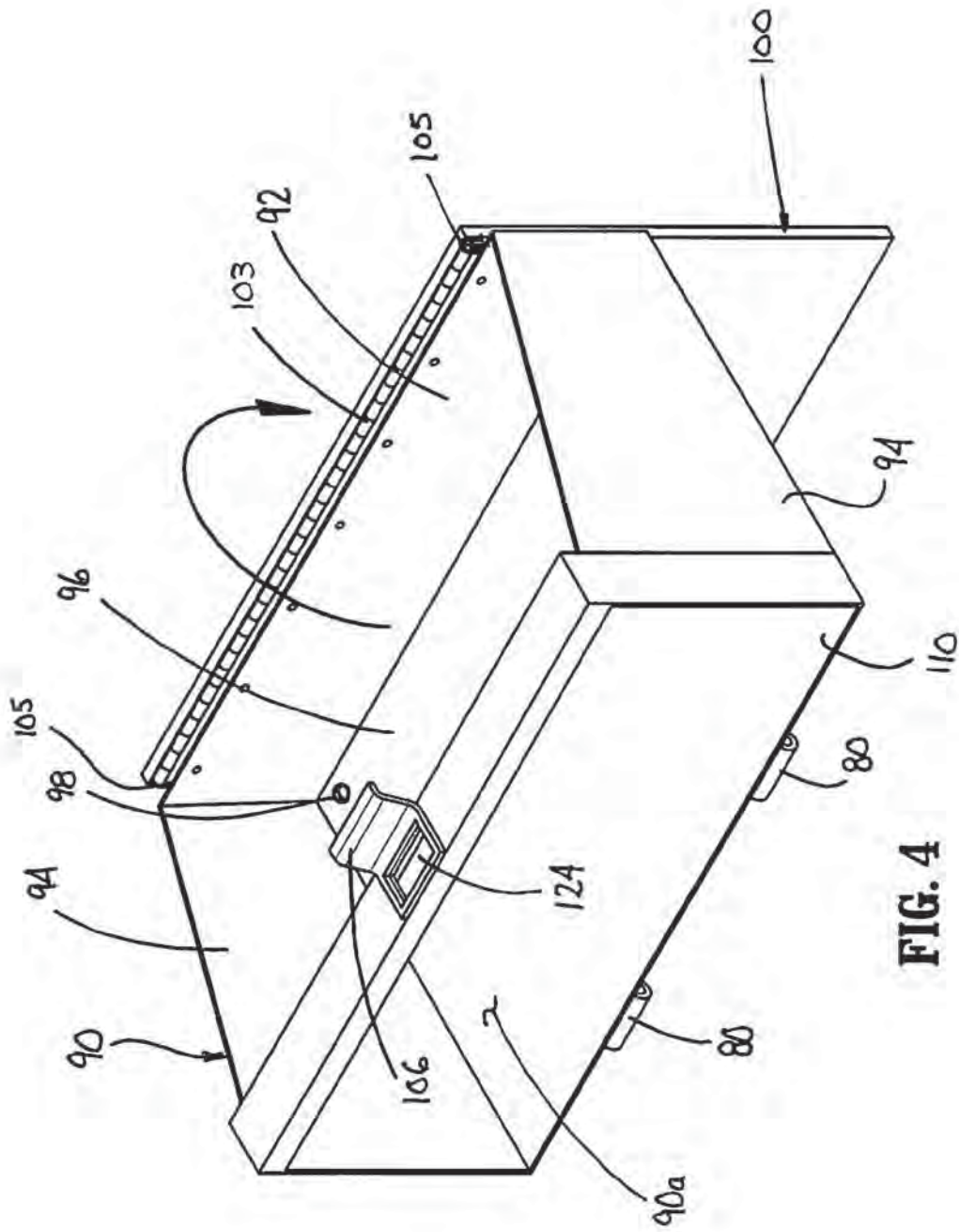


FIG. 3





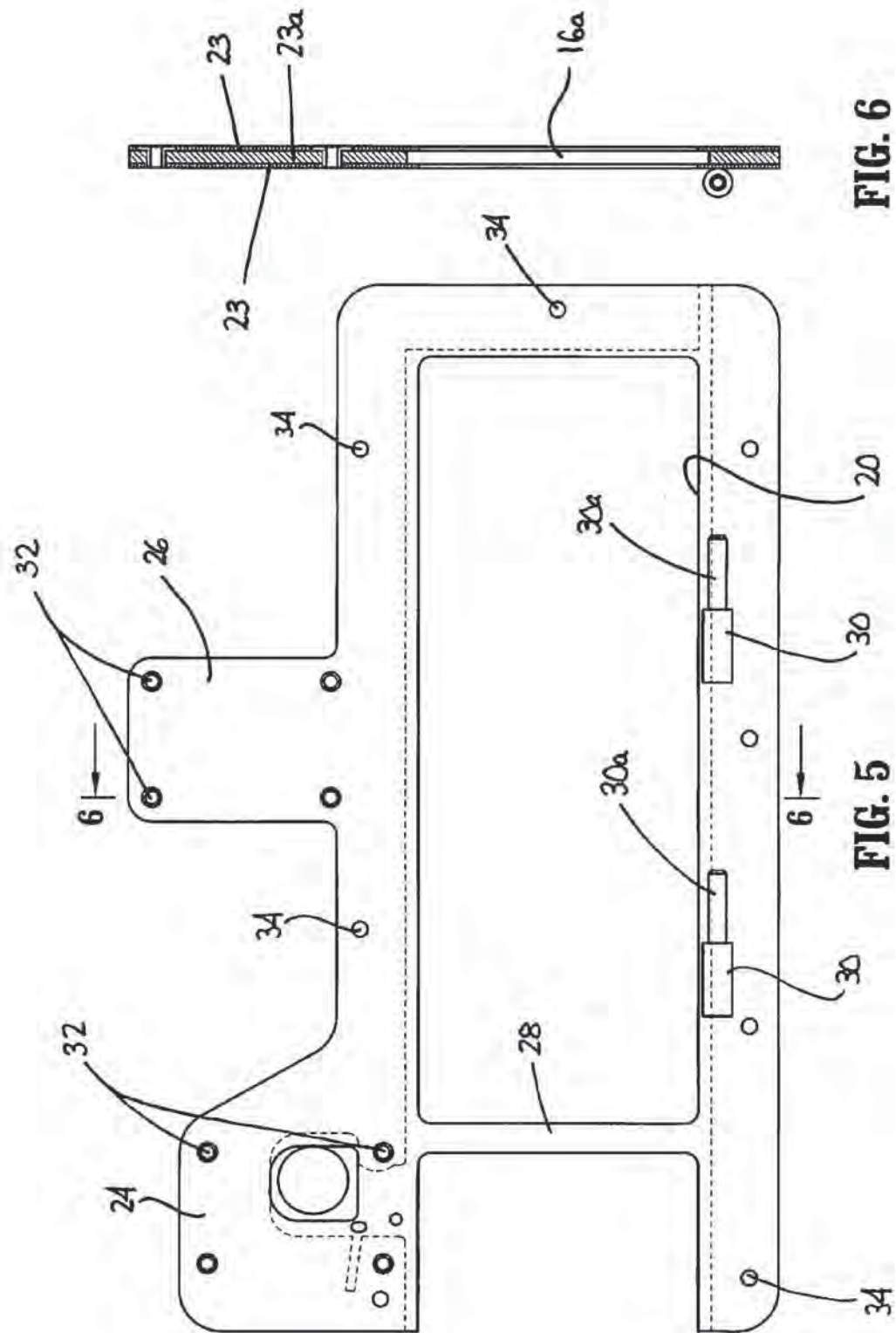


FIG. 6

FIG. 5

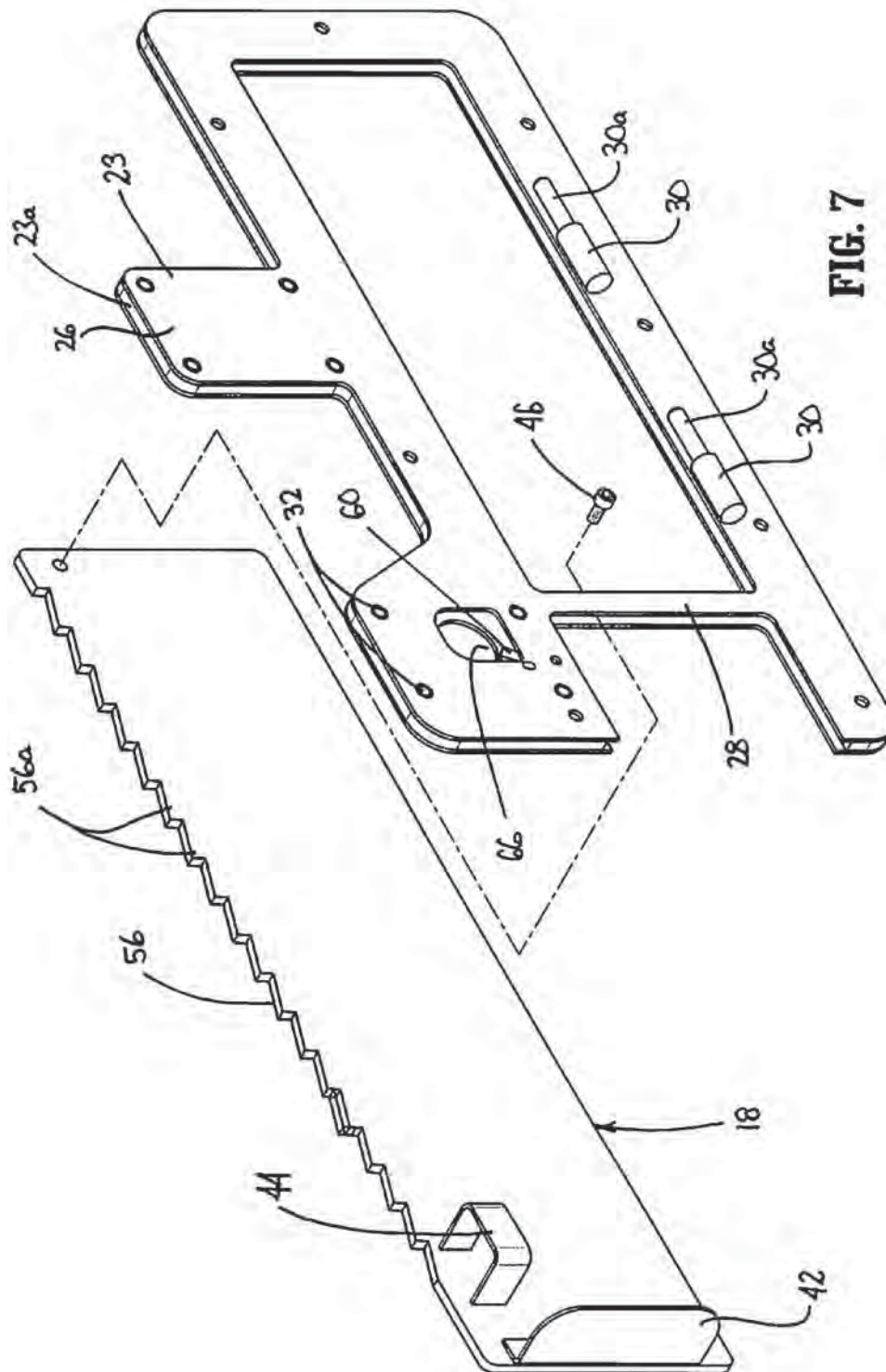
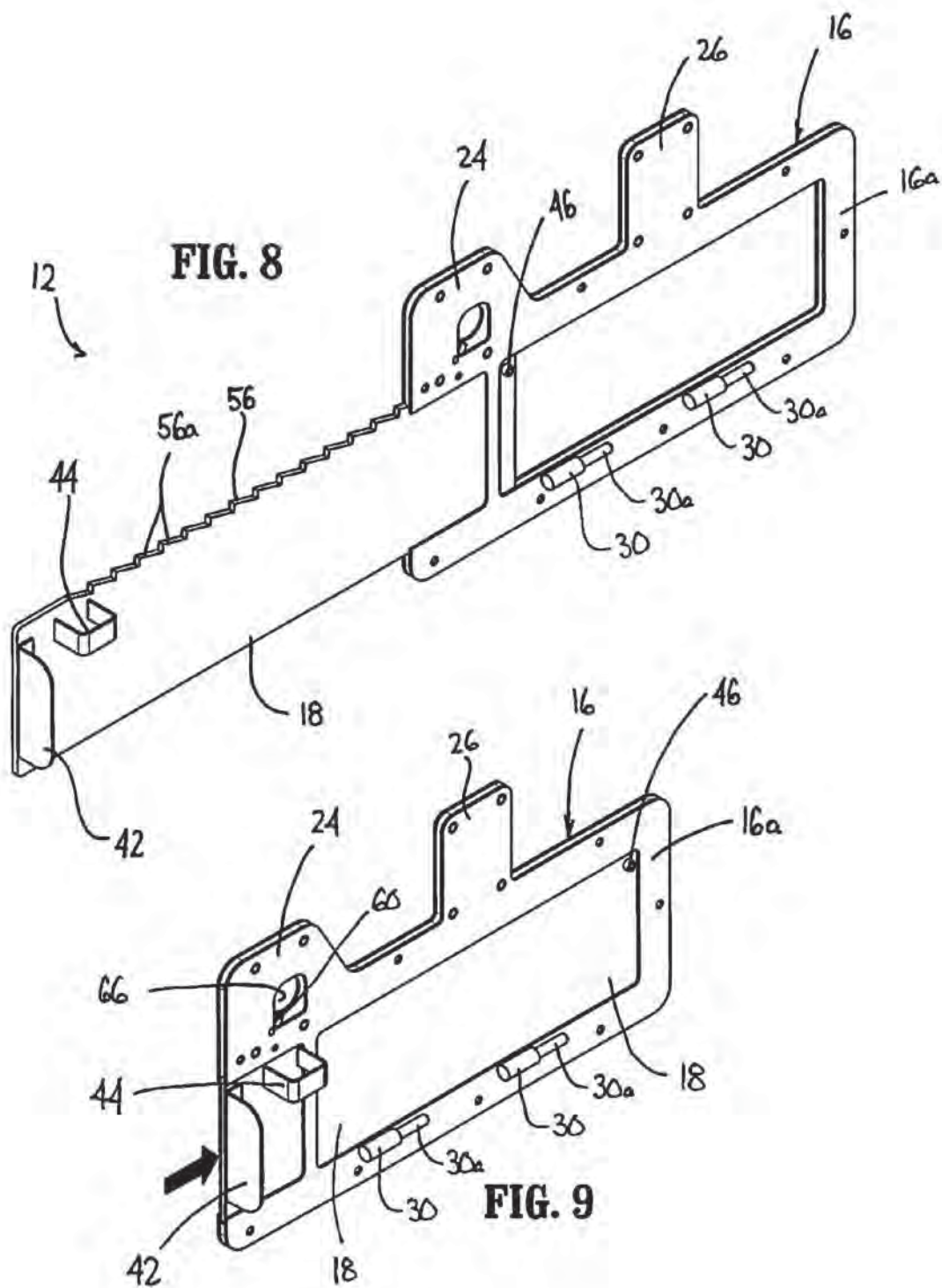
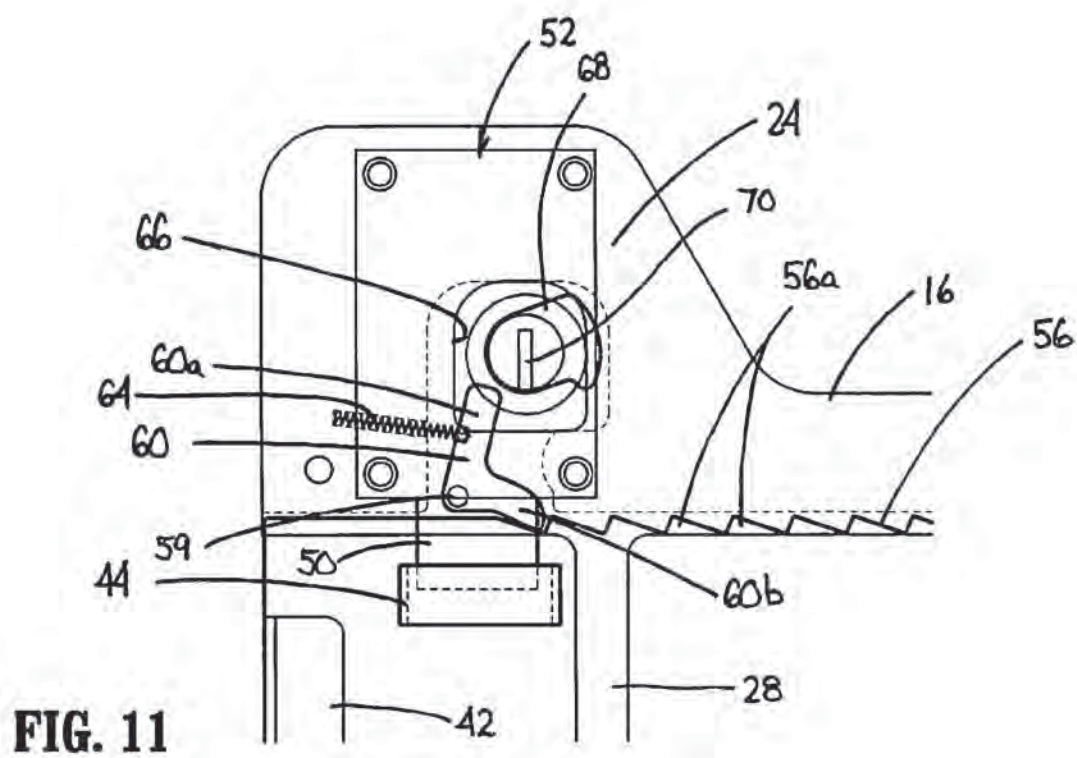
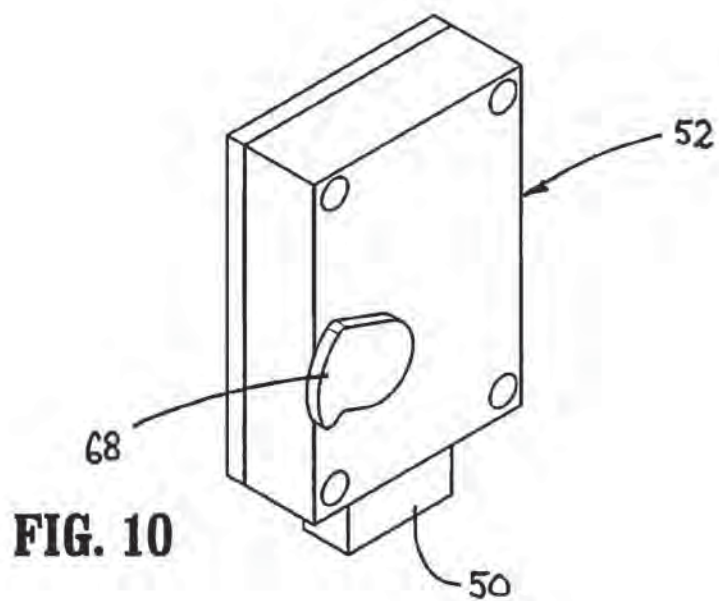


FIG. 7







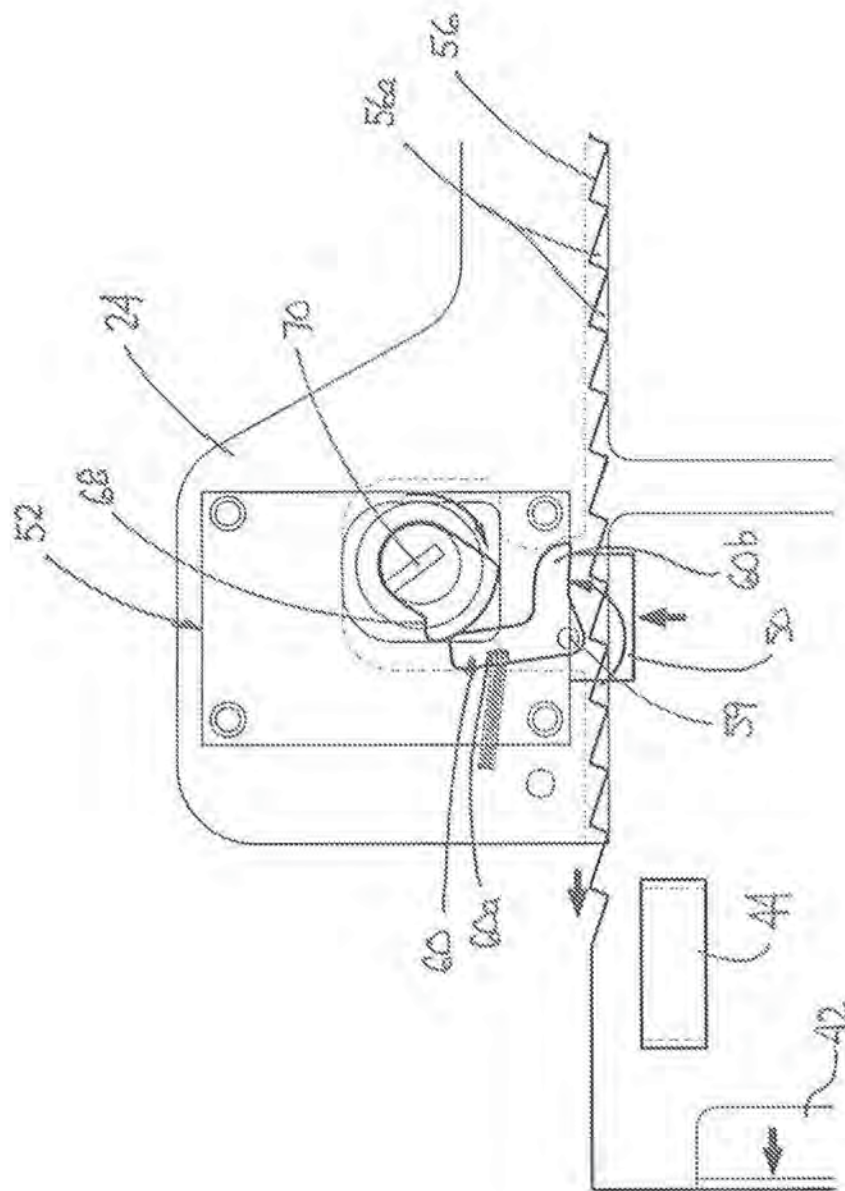
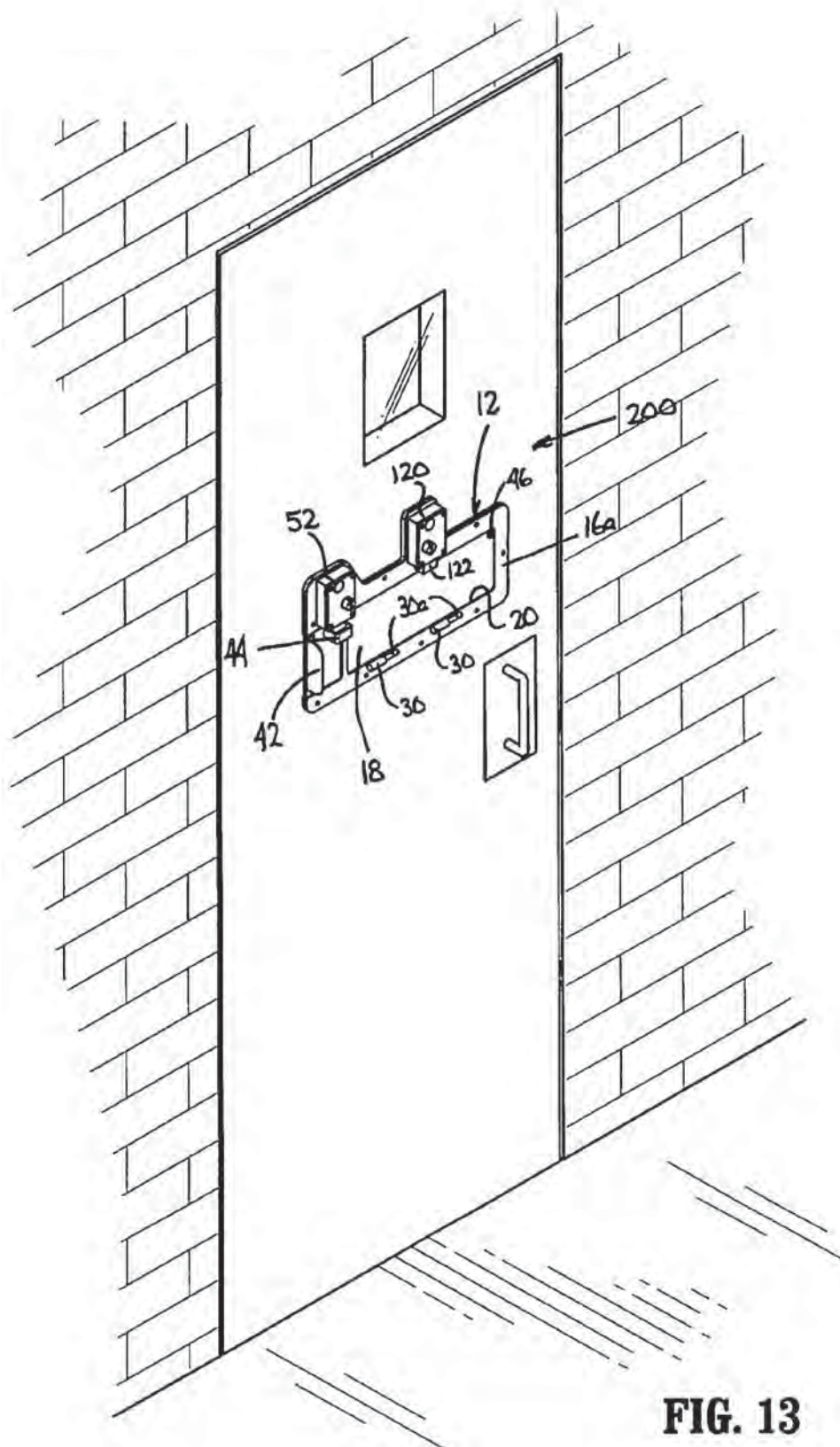
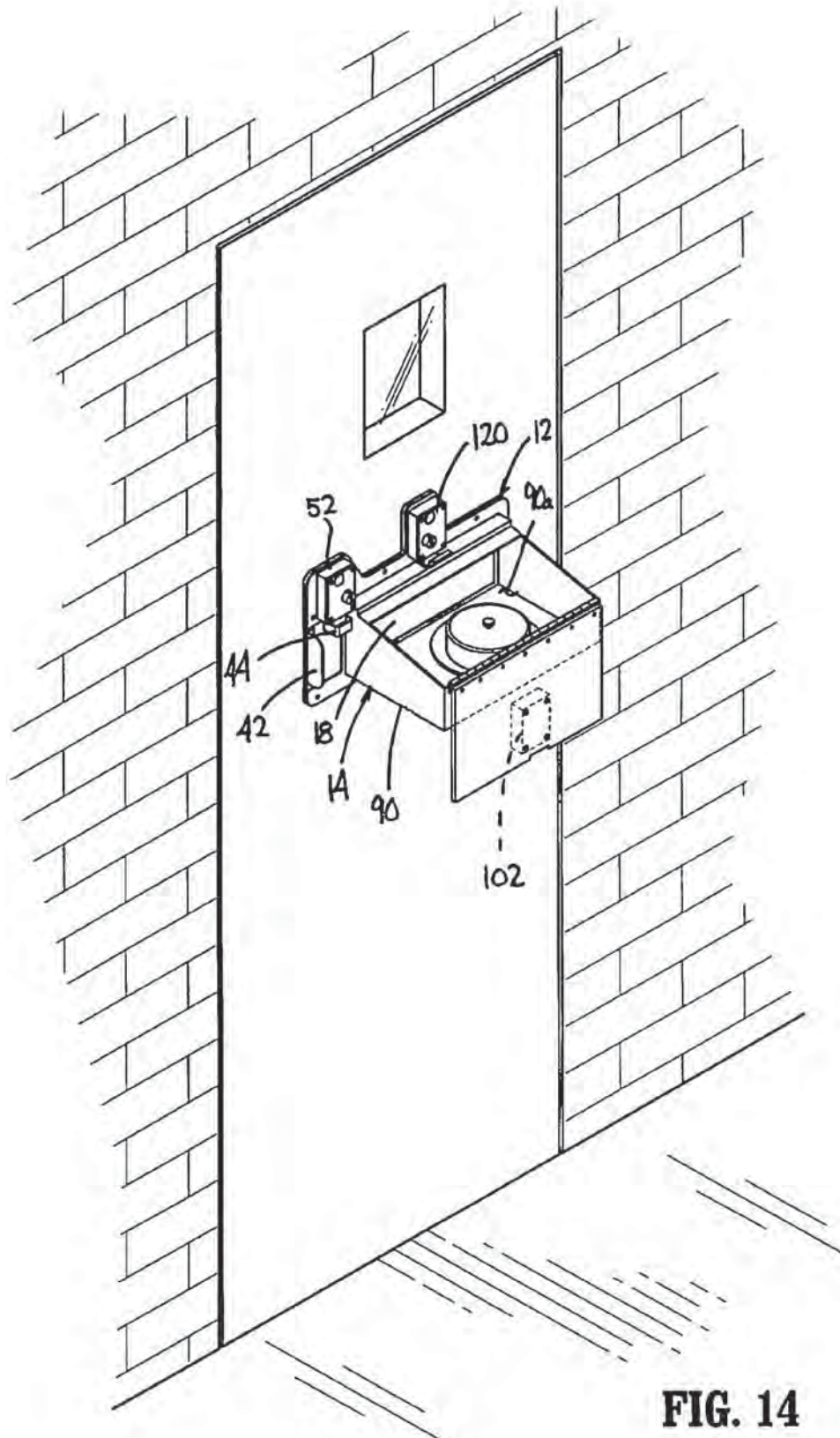


FIG. 12

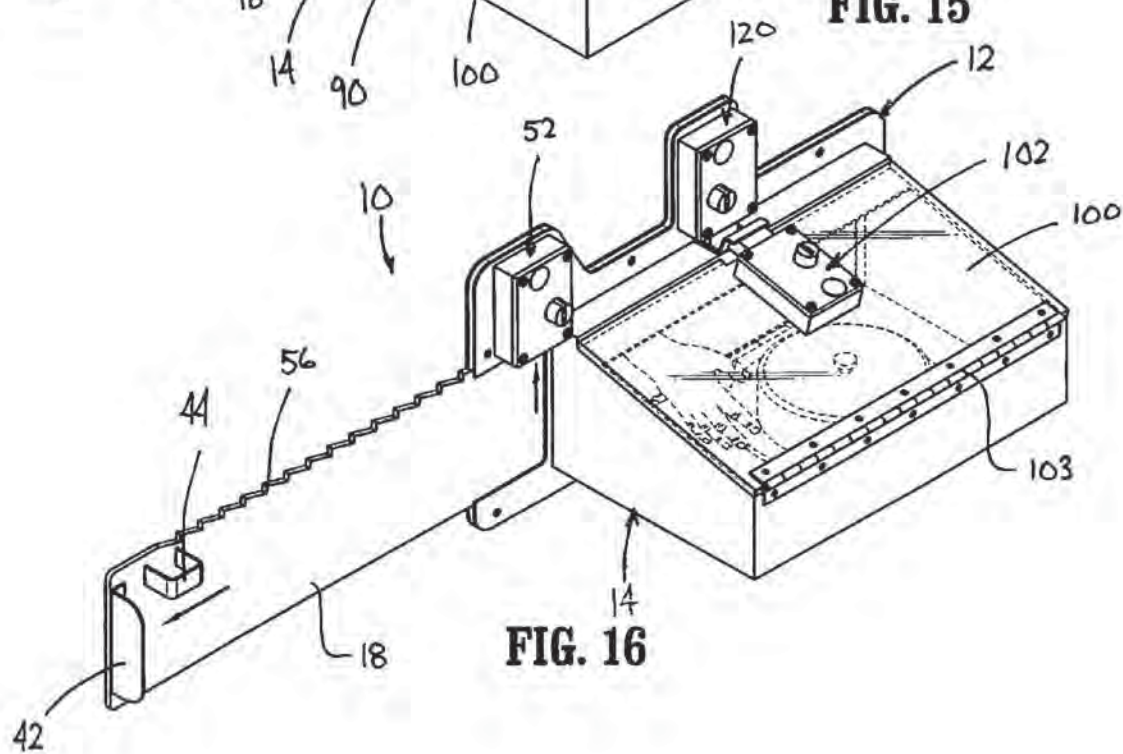
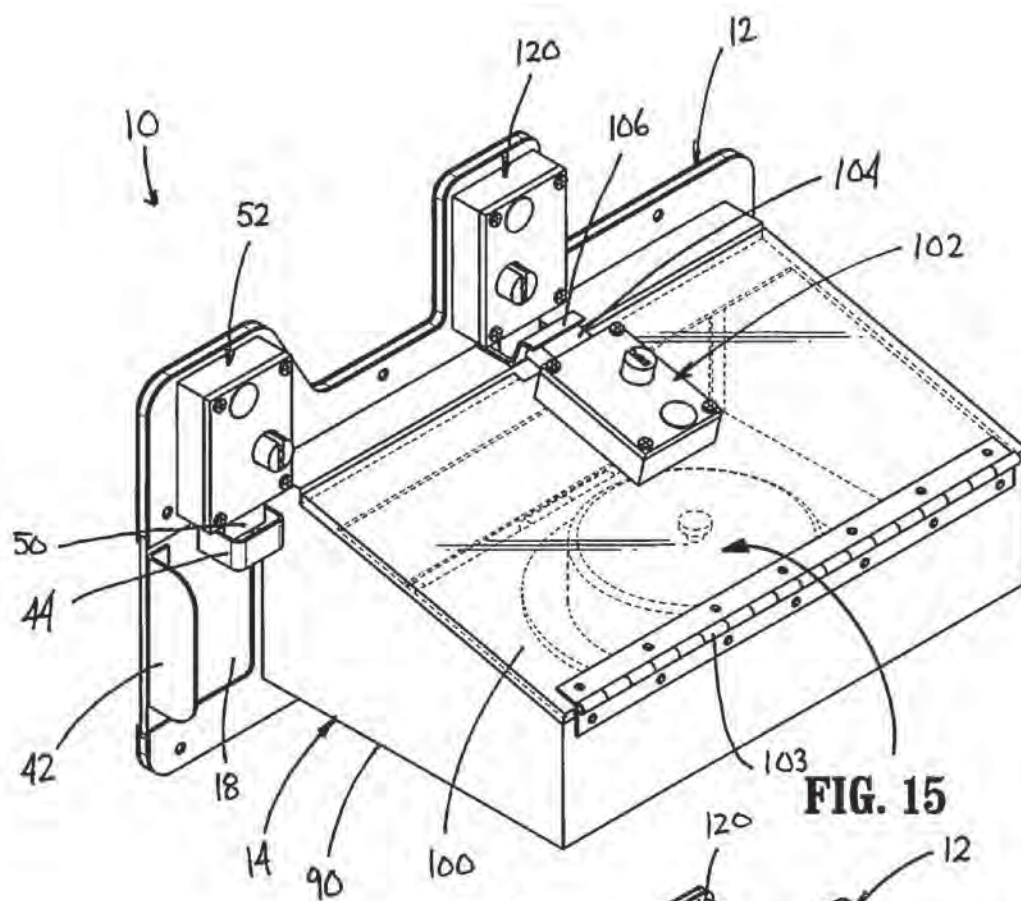


**FIG. 13**



**FIG. 14**







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## ACCESS OPENING CLOSURE DEVICE

CROSS-REFERENCE TO RELATED  
APPLICATION

This application claims priority to, and the benefit of, U.S. Provisional Application Ser. No. 61/551,610, filed on Oct. 26, 2011, the entire contents of which is hereby incorporated herein by reference.

## BACKGROUND

## 1. Technical Field

The present disclosure relates to an access opening closure device for allowing articles to pass through an otherwise impervious wall. More specifically, the present disclosure relates to an access opening closure device for use in prisons and hospital psychiatric wards which allows an article to be passed through a cell or hospital room door without exposing a guard or hospital attendant to possible injury or battery by the prisoner or patient.

## 2. Background of Related Art

Prison cell and hospital room doors for confining dangerous inmates or patients which are fitted with an access opening to allow passage of food or medication are well known. Such access openings, which may also be used to handcuff an inmate before the hospital or prison cell door is unlocked and opened, is typically covered by a closure device which may be closed to seal the access opening. U.S. Pat. Nos. 6,302,325, 6,598,546 and 6,817,481 disclose known closure devices and are incorporated herein by reference in their entirety.

Known closure devices identified above are supported on respective prison cell or hospital room doors and extend outwardly from the respective doors into an adjacent walkway. It would be desirable to provide an access opening closure device which retains the benefits of prior art closure devices yet is easily movable from an operative position to a stowed, non-operative position.

## SUMMARY

An access opening closure device is disclosed which comprises a housing assembly having a body defining a receptacle, a first opening and a second opening. A slide assembly includes a frame member defining a frame opening and an access door movably supported on the frame assembly between a closed position covering the frame opening and an open position uncovering the frame opening. The slide assembly is adapted to be secured to one side of a support structure such that the frame opening is aligned with an opening in the support structure. The frame of the slide assembly includes structure to pivotally secure the frame member of the slide assembly to the housing assembly such that the housing assembly can be selectively pivoted in relation to the slide assembly from an operative position in which the first opening of the body of the housing assembly is aligned with the frame opening to a non-operative position wherein the first opening is pivoted away from the frame opening.

The structure on the frame member of the slide assembly includes at least one hinge member. Each of the at least one hinge members is configured to engage a cylindrical bearing supported on the body of the housing assembly to pivotally secure the housing assembly to the slide assembly. The at least one hinge member can include two hinge members.

In embodiments, the access opening closure device includes a latching device configured to releasably secure the housing assembly in the operative position. The latching

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device can include a key operated lock. In embodiments, the key operated lock is mounted on the frame and includes a bolt which is configured to be received in a recess formed in the body of the housing assembly to retain the housing assembly in the operative position.

The housing assembly may include a cover supported on the body of the housing assembly which is movable from a first position covering the second opening of the body to a second position uncovering the second opening of the body. The cover can be pivotally secured to the body of the housing assembly. In embodiments, the latching device is supported on the cover for securing the cover in the first position.

The latching device can include a key operated lock which is supported on the cover and includes a bolt. A strike can be supported on the body of the housing assembly and be positioned to be engaged by the bolt.

The access opening closure device can include a key operated lock positioned to secure the access door in the closed position.

The access door can include a strike and the key operated lock can include a bolt which is engageable with the strike to secure the access door in the closed position.

In embodiments, the access door supports a toothed rack and the frame member supports a ratchet member which is supported to engage the toothed rack to prevent movement of the access door towards the open position. The key operated lock may further include a cam member which is positioned to abut the ratchet member when the key operated lock is actuated to disengage the ratchet member from the toothed rack.

In embodiments, the key operated lock is movable between first, second and third positions. In the first position the bolt is engaged with the strike and the ratchet member is engaged with the toothed rack. In the second position, the bolt is disengaged with the strike and the ratchet member is engaged with the toothed rack. In the third position, the bolt is disengaged with the strike and the ratchet member is disengaged from the toothed rack.

## BRIEF DESCRIPTION OF THE DRAWINGS

Various embodiments of the presently disclosed access opening closure device are described herein with reference to the drawings, wherein:

FIG. 1 is a perspective view of one embodiment of the presently disclosed access opening closure device in its operative position with the access door and the cover locked in a closed position;

FIG. 2 is a top, perspective view of the access opening closure device with the slide assembly separated from the housing assembly;

FIG. 3 is a front, perspective view of the access opening closure device in a stowed, non-operative position with the housing assembly pivotally secured to the slide assembly;

FIG. 4 is a side perspective view from the rear end of the housing assembly of the access opening closure device with the cover in the open position;

FIG. 5 is a front view of the frame of the slide assembly of the access opening closure device shown in FIG. 1;

FIG. 6 is a cross-sectional view taken along section lines 6-6 of FIG. 5;

FIG. 7 is a perspective view of the slide assembly of the access opening closure device shown in FIG. 2 with the access door separated from the frame;

FIG. 8 is a side perspective view of the slide assembly of the access opening closure device shown in FIG. 2 with the access door in the open position;



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FIG. 9 is a side perspective view of the slide assembly shown in FIG. 8 with the access door in the closed position;

FIG. 10 is a side perspective view of a lock for locking the access door of the access opening closure device shown in FIG. 1.

FIG. 11 is a front view, partially in phantom of the lock shown in FIG. 10 mounted to the frame of the slide assembly shown in FIG. 2 in the locked position;

FIG. 12 is a front view shown partially in phantom of the lock shown in FIG. 10 mounted to the frame of the slide assembly in the unlocked position;

FIG. 13 is a perspective view from the front of the slide assembly secured to a door with the access door in the closed position;

FIG. 14 is a perspective view from the front of the access opening closure device shown in FIG. 1 supported on a door with the cover in an open position and the access door in the closed position;

FIG. 15 is a perspective view from the front of the access opening closure device shown in FIG. 1 with the access door and the cover in the closed position; and

FIG. 16 is a perspective view from the front of the access opening closure device shown in FIG. 1 with the access door of the slide assembly in the open position and the cover in the closed position.

#### DETAILED DESCRIPTION OF EMBODIMENTS

Embodiments of the presently disclosed access opening closure device will now be described in detail with reference to the drawings, wherein like reference numerals designate identical or corresponding elements in each of the several views.

The presently disclosed access opening closure device, shown in FIGS. 1-9 as 10, includes a slide assembly 12 and a housing assembly 14 which are removably secured together as will be discussed in further detail below. The slide assembly 12 includes a frame 16 and a slidable access door 18. The frame 16 defines a channel 16a (FIG. 6) for slidably receiving the access door 18. Frame 16 also defines an opening 20 (FIG. 5) which is covered by the access door 18 when the access door 18 is in a closed position (FIG. 9) and uncovered by the access door 18 when the access door 18 is moved to an open position (FIG. 8). In one embodiment, frame 16 includes a pair of plates 23 which are separated by spacers 23a (FIG. 6) to define the channel 16a along which the access door 18 is slidable between the open and closed positions. Alternately, other frame constructions are envisioned.

Referring to FIGS. 2, 3 and 5-9, the frame 16 includes a first lock mounting position 24, a second lock mounting portion 26, a vertical strut 28 and a pair of hinge members 30. The frame 16 also defines a plurality of throughbores 34 to facilitate securement of slide assembly 12 about the opening of a support structure such as a prison cell door, hospital door or the like, using bolts (not shown). A plurality of throughbores 32 are also provided on first and second lock mounting portions 24 and 26 to facilitate securement of locks to the frame 16. Throughbores 32 and/or 34 may be threaded or include a threaded insert (not shown) to improve securement of the slide assembly 12 to a support structure or to facilitate securement of a lock to the frame 16.

Referring again to FIGS. 1-9, access door 18 includes a handle 42, a catch or strike 44, and stop member 46. Handle 42 is secured to a first end of access door 18 and provides a gripping surface to facilitate movement of the access door 18 between the open and closed positions. Strike 44 is positioned beneath the first lock mounting portion 24 when the access

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door 18 is in the closed position (FIG. 1) and is positioned to receive the bolt 50 of a lock 52 (FIGS. 10-11) to lock the access door 18 in the closed position. The stop member 46, which may be a screw which is threaded to access door 18, is secured to the access door 18 within the opening 20 and defines a projection which is positioned to engage the vertical strut 28 when the access door 18 is in the open position (FIG. 8) and is positioned to engage the end 16a of the frame 16 opposite the vertical strut 28 when the access door 18 is in the closed position (FIG. 9).

Referring to FIGS. 10-12, a top wall of the access door 18 defines a toothed rack 56 having a plurality of teeth 56a (FIG. 2B). Each tooth 56a has a triangular shape with a substantially vertical wall and a sloped wall. The vertical wall of each tooth prevents movement of access door 18 towards the open position whereas the sloped wall facilitates movement of the access door 18 towards the closed position. A ratchet member 60 is supported adjacent first lock mounting portion 24 on the frame 16 of the slide assembly 12 and is biased into contact with rack teeth 56a of rack 56. Ratchet member 60 is pivotally supported within the frame 16 about a pivot member 59 and includes an L-shaped body having a vertical leg 60a and a horizontal leg 60b. In one embodiment, the ratchet member 60 is biased into contact with rack 56 by a biasing member, e.g., spring 64, which urges a pin or rod (not shown) into contact with vertical leg 60a of ratchet member 60. Alternately, the use of other biasing members or assemblies is envisioned.

The vertical leg 60a of ratchet member 60 extends into an opening 66 defined in first lock mounting portion 24. When a lock 52 is supported on first lock mounting portion 24, a cam member 68 of lock 52 is positioned within opening 66 such that when a key (not shown) is inserted into a key slot 70 (FIGS. 11-12) of lock 52 and turned to lift bolt 50 from strike 44, cam member 68 is rotated into engagement with vertical leg 60a of ratchet member 60 (FIG. 12) to disengage horizontal leg 60b of ratchet member 60 from engagement with rack 56. This allows the access door 18 to be freely moved between the opened and closed positions. In one embodiment, the lock 52 is rotatable between three positions. In the first position, the lock bolt 50 is engaged with strike 44 and ratchet member 60 is engaged with rack 56. In the second position, lock bolt 50 is disengaged with strike 44 and ratchet member 60 remains engaged with rack 56. In the third position, lock bolt 50 is disengaged with strike 44 and ratchet member 60 is disengaged from rack 56. In the first position, the access door 18 is locked in the closed position. In the second position, the access door 18, if not already in the closed position, is only movable towards the closed position. Finally, in the third position, the access door 18 may be moved freely between the open and closed positions.

As shown in FIGS. 2 and 3, frame 16 of slide assembly 12 includes structure for pivotally attaching the slide assembly 12 to the housing assembly 14. In embodiments, hinge members 30 are supported below opening 20 on frame 16. The hinge members 30 include cylindrical posts 30a (FIG. 2) dimensioned to be slidably received in cylindrical bearings 80 (FIG. 4) supported on a bottom surface of housing assembly 14 to pivotally secure housing assembly 14 to frame 16 of slide assembly 12. Although not shown, cylindrical posts 30a may define threaded bores which receive bolts to prevent removal of bearings 80 from hinge members 30 and, thus, to prevent removal of housing assembly 14 from slide assembly 12. As shown in FIG. 3, slide assembly 12 is pivotal from an operative position FIG. 1 to a stowed or non-operative position as will be discussed in further detail below.



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Referring to FIGS. 2-4, housing assembly 14 includes a body 90 defining a receptacle 90a. Although the body 90 is illustrated as being substantially rectangular, other body configurations are envisioned. In the illustrated embodiment, the body 90 includes a front wall 92, a pair of side walls 94 and a bottom wall 96. Bottom wall 96 may include one or more drain openings 98 (FIG. 4) to facilitate drainage of fluid which may spill into receptacle 90a. A cover 100 is movably secured to body 90 to enclose receptacle 90 in a closed position (FIG. 1) and provide access to receptacle 90a in an open position (FIG. 4). Although body 90 of housing assembly 14 is illustrated as having an open top which is enclosed by a movable cover 100, it is envisioned that the top surface of body 90 may be enclosed by a fixed wall and that one of the side walls 94 or front wall 92 may be replaced with a removable cover. In one embodiment, cover 100 is formed from a substantially transparent material such as Lexan®. Alternatively, other materials of construction are envisioned.

In the illustrated embodiment, cover 100 is hingedly connected by a hinge 103 (FIG. 4) to a top edge of front wall 92 of body 90. Alternatively, cover 100 can be movably mounted to body 90 in a variety of different ways including by slidably mounting cover 100 to body 90. In embodiments, the cover 100 may be urged by a spring member 105 to an open position. The spring member 105 may be incorporated into the hinge 103. Although hinge 103 is shown to be positioned on the top edge of front wall 92, cover 100 may be hinged to the top edge 107 on a rear end of body 18 or to a top edge of either of sidewalls 94.

Referring to FIGS. 1 and 3, a top surface 100a of cover 100 defines a series of openings 101 (FIG. 3), which may be threaded, to facilitate securing of a lock 102 (FIG. 1) to cover 100 (FIG. 8). Lock 102 is similar to lock 52 and includes a bolt 104 which is movable to engage a strike 106 supported on body 90 to lock the cover 100 in the closed position.

Referring to FIGS. 3 and 4, body 90 of housing assembly 14 defines a rear opening 110 which is positioned opposite to front wall 92 above cylindrical bearings 80. The housing assembly 14 is mountable to slide assembly 12 by slidably positioning cylindrical bearings 80 on cylindrical posts 30a of hinge members 30 (FIG. 3). The housing assembly 14 is pivotable from a first stowed, non-operative position shown in FIG. 3 positioned beneath opening 20 of frame 16 to a second operative position shown in FIG. 1 in which rear opening 110 of housing assembly 14 is positioned in communication with opening 20 of frame 16. In the operative position, access door 18 can be moved from the closed position shown in FIG. 16 to the open position shown in FIG. 14 to provide access to the receptacle 90a of housing assembly 14.

In order to retain the housing assembly 14 in the operative position shown in FIGS. 14-16, a lock 120 is mounted on second lock mounting portion 26 of frame 16. Lock 120 includes a bolt 122 (FIG. 13) which is received in a recess 124 (FIG. 2) formed in an upper side of housing body 90 to prevent housing assembly 14 from pivoting about hinge members 30 from the operative position to the non-operative or stowed position. To position the housing assembly 14 in the non-operative position, lock 120 can be operated with a key (not shown) to lift bolt 122 from recess 124 of housing body 90. When this occurs, gravity will cause the housing assembly 14 to pivot about hinge members 30 to the lowered position. To prevent slamming, the pivoting movement of housing assembly 14 can be controlled by grasping the housing body 90.

Referring to FIGS. 13-16, in use, the slide assembly 12 is secured to a support structure 200 such as a hospital or prison

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door using bolts or the like such that opening 20 is aligned with an opening (not shown) formed in the support structure 200. Thereafter, the lock 52 can be operated with a key to allow access door 18 to be selectively moved between the open and closed positions to allow selective access to the opening in the support structure 200. The slide assembly 12 is usable independently of the housing assembly 14. If it is desired to limit direct access through the opening in the support structure 200 to the outside world, the housing assembly 14 can be pivotably secured to the slide assembly 12 by positioning cylindrical bearings 80 of body 90 of housing assembly 14 about hinge members 30. Thereafter, the housing assembly 14 can be pivoted to the operative raised position. Lock 120 can be operated with a key (not shown) to retain the housing assembly 14 in the operative position. In the operative position, lock 120 can be operated with a key (not shown) to open cover 102 (FIG. 14) and provide access to receptacle 90a of housing 90 while the access door 18 of slide assembly 12 is closed. Thereafter, cover 102 can be closed to cover receptacle 90a and access door 18 can be opened to provide access to the receptacle 90a through the opening in the support structure and the opening 110 in body 90. See FIG. 16. At any time, if housing assembly 14 is not required, lock 120 can be actuated with a key to allow housing assembly 14 to be pivoted to a stowed or non-operative position (FIG. 3).

Although not shown, the key operated locks 52, 102 and 120 may have spring-loaded bolts such that the bolts may be key operated to open the locks but will automatically return to their locked positions engaged with their respective strikes. In addition, it is noted that only key operated locks are specifically disclosed in this application to control operation of the access door 18, the cover 102 and the pivotally mounted housing assembly 14. However, in embodiments, it is envisioned that one or more of door 18, cover 102 and housing 14 can be retained in the locked position by other non-key operated locking or latching devices. It is also envisioned that the cover 102 can be formed as a single member or a plurality of members.

Persons skilled in the art will understand that the devices and methods specifically described herein and illustrated in the accompanying drawings are non-limiting exemplary embodiments. It is envisioned that the elements and features illustrated or described in connection with one exemplary embodiment may be combined with the elements and features of another without departing from the scope of the present disclosure. As well, one skilled in the art will appreciate further features and advantages of the system based on the above-described embodiments. Accordingly, the present disclosure is not to be limited by what has been particularly shown and described, except as indicated by the appended claims.

What is claimed is:

1. An access opening closure device comprising:
  - a housing assembly having a body defining a receptacle, a first opening and a second opening;
  - a slide assembly including a frame member defining a frame opening and an access door movably supported on the frame member between a closed position covering the frame opening and an open position uncovering the frame opening, wherein the slide assembly is adapted to be secured to one side of a support structure such that the frame opening is aligned with an opening in the support structure;
  - wherein the frame member of the slide assembly includes structure to pivotally secure the frame member of the slide assembly to the housing assembly such that the



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housing assembly is selectively pivotal in relation to the slide assembly while secured thereto from an operative position in which the first opening of the body of the housing assembly is aligned and in communication with the frame opening to a non-operative position wherein the first opening is pivoted away from and not in communication with the frame opening.

2. The access opening closure device according to claim 1, wherein the structure on the frame member of the slide assembly includes at least one hinge member, each of the at least one hinge members being configured to engage a cylindrical bearing supported on the body of the housing assembly to pivotally secure the housing assembly to the slide assembly.

3. The access opening closure device according to claim 2, wherein the at least one hinge member includes two hinge members.

4. The access opening closure device according to claim 1, further including a latching device configured to releasably secure the housing assembly in the operative position.

5. The access opening closure device according to claim 4, wherein the latching device includes a key operated lock.

6. The access opening closure device according to claim 5, wherein the key operated lock is mounted on the frame member and includes a bolt which is configured to be received in a recess formed in the body of the housing assembly to retain the housing assembly in the operative position.

7. The access opening closure device according to claim 1, further including a cover supported on the body of the housing assembly, the cover being movable from a first position covering the second opening of the body to a second position uncovering the second opening of the body.

8. The access opening closure device according to claim 7, wherein the cover is pivotally secured to the body of the housing assembly.

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9. The access opening closure device according to claim 8, wherein a latching device is supported on the cover for securing the cover in the first position.

10. The access opening closure device according to claim 9, wherein the latching device includes a key operated lock which is supported on the cover and includes a bolt.

11. The access opening closure device according to claim 10, wherein a strike is supported on the body of the housing assembly and is positioned to be engaged by the bolt.

12. The access opening closure device according to claim 1, further including a key operated lock positioned to secure the access door in the closed position.

13. The access opening closure device according to claim 12, wherein the access door includes a strike and the key operated lock includes a bolt which is engageable with the strike to secure the access door in the closed position.

14. The access opening closure device according to claim 13, wherein the access door supports a toothed rack and the frame member supports a ratchet member which is supported to engage the toothed rack to prevent movement of the access door towards the open position.

15. The access opening closure device according to claim 14, wherein the key operated lock further includes a cam member which is positioned to abut the ratchet member when the key operated lock is actuated to disengage the ratchet member from the toothed rack.

16. The access opening closure device according to claim 15, wherein the key operated lock is movable between first, second and third positions, wherein in the first position the bolt is engaged with the strike and the ratchet member is engaged with the toothed rack, in the second position, the bolt is disengaged with the strike and the ratchet member is engaged with the toothed rack, and in the third position, the bolt is disengaged with the strike and the ratchet member is disengaged from the toothed rack.

\* \* \* \* \*



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Tammy Crumley

**Sponsor:**

Judge Becerra

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**Agenda Item:**

Authorize the County Judge to execute a Contract Amendment with CML Security, LLC. related to Electronic Security Upgrades pursuant to RFP 2022-P07, adding a temporary gate control to the elected officials gate located at the Government Center, in the amount of \$2,553.20. **BECERRA/T.CRUMLEY**

**Summary:**

On September 20, 2022, The Hays County Commissioners Court executed a contract with CML Security, LLC. to provide electronic security upgrade to the Government Center building and the Historic Courthouse as a result of RFP 2022-P07.

Countywide Operations is requesting a contract amendment to add a temporary gate control to the elected officials gate located the Hays County Government Center.

**Fiscal Impact:**

Amount Requested: \$2,553.20

Line Item Number: 001-645-00.5741

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funds for this project were budgeted during the FY23 budget process.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes, Request For Proposal 2022-P07, Electronic Security Upgrades

G/L Account Validated Y/N?: Yes, Miscellaneous Capital Improvements

New Revenue Y/N?: N/A

Comments:

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**Attachments**

CML Proposal

CML - Amendment to Contract



## CHANGE ESTIMATE #: 001R1

Submitted Date: 2/6/2023

Submitted By: Adarsh Parambath

### Quoted To

Company: Hays County  
Attn: Chris Deichmann  
Address: 712 South Stagecoach Trail  
Phone:

### Project Information

Project Name: Hays County SEC Upgrades  
Project Address: 712 South Stagecoach Trail  
San Marcos, TX 78666  
CML Project #: 212059

### Documents Referenced:

Request from Chris Deichmann

### Quotation Summary:

Adding a temporary gate control to the Elected Officials gate. One keypad and relay on each side of the gate. (1 gate, 2 keypads and relays total).

### Inclusions:

Pull Wire from gate box to pedestal. Wire and install the keypad and relay. Test and commission gate to make sure it is properly working.

### Exclusions:

1. Concrete blow out.
2. Caulking or sealans of any kind
3. Cutting, patching or concrete work of any kind
4. Hazardous Material Removal
5. Demolition of any kind
6. Trash Removal outside of installation
7. Other Exclusions as applies per contract
8. Painting of any kind
9. Any overtime work

Total (Pricing Valid for 30 Days): \$ 2,553.20

Approved By (Print Name)

Signature of Authorized Representative

Date





## CHANGE ESTIMATE #: 001R1

Submitted Date: 2/6/2023

Submitted By: Adarsh Parambath

LABOR INFORMATION					
Classification:	Number of Workers:	Duration (Hours):	Total Hours:	Wage Rate:	Total:
SEC Project Manager:	0	0.00	0.00	\$ 121.85	\$ -
SEC Assistant PM:	0	0.00	0.00	\$ 113.16	\$ -
SEC Engineer:	0	0.00	0.00	\$ 105.54	\$ -
SEC Fabrication Engineer:	0	0.00	0.00	\$ 73.88	\$ -
SEC Programmer:	0	0.00	0.00	\$ 126.52	\$ -
SEC Superintendent (ST @ 12% of direct install hours):	1	1.44	1.44	\$ 118.19	\$ 170.19
SEC General Foreman (ST):	1	8.00	8.00	\$ 92.48	\$ 739.87
SEC Technician (ST):	1	8.00	8.00	\$ 80.76	\$ 646.04
SEC IP Video Technician (ST):	0	0.00	0.00	\$ 117.25	\$ -
SEC Commisioning Manager:	0	0.00	0.00	\$ 113.94	\$ -
QA/QC @ 3% of direct install hours:	1	0.36	0.36	\$ 111.87	\$ 40.27
Safety @ 3% of direct install hours:	1	0.36	0.36	\$ 111.87	\$ 40.27
Material Handling @ 3% of direct install hours:	1	0.36	0.36	\$ 111.87	\$ 40.27
Total # of Workers:	8	Total Hours:	22.52	Labor Subtotal:	\$ 2,020.10
				Labor Total:	\$ 2,020.10

MATERIAL INFORMATION				
Model / Part #:	Description:	Quantity:	Unit Cost:	Total:
GRT8-S1	GAEYAELE GRT8-S Asymmetric Cycle Timer SPDT Relay 220V 16A AC/DC12V-240V	2	\$ 29.90	\$ 59.80
SK-1011-SDQ	Seco-Larm SK-1011-SDQ ENFORCER Access Control Keypad	2	\$ 59.99	\$ 119.98
			Material Subtotal:	\$ 179.78
			0.00% Sales Tax:	\$ -
			Material Total:	\$ 179.78

TOOLS & EQUIPMENT INFORMATION				
Model / Part #:	Description:	Quantity:	Unit Cost:	Total:
	Consumables - 3% of Labor	1	\$ 60.60	\$ 60.60
	Small Tools - 3% of Labor	1	\$ 60.60	\$ 60.60
			\$ -	\$ -
			Equipment Sub Total:	\$ 121.21
			Sales Tax:	\$ -
			Equipment Total:	\$ 121.21



## CHANGE ESTIMATE #: 001R1

Submitted Date: 2/6/2023

Submitted By: Adarsh Parambath

SUBCONTRACTOR INFORMATION				
Quote #:	Subcontractor:	Qty:	Unit Cost:	Total:
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
		0	\$ -	\$ -
			Subcontractor Sub Total:	\$ -
			Total O&P	\$ -
			Subcontractor Total	\$ -

## SUMMARY INFORMATION

Labor Total:	\$ 2,020.10
Material Total:	\$ 179.78
Equipment Total:	\$ 121.21
Pricing Sub Total:	\$ 2,321.09
Total O&P	\$ 232.11
Sub Total:	\$ 2,553.20
Grand Total:	\$ 2,553.20

# **First Amendment to the Electronic Security Upgrade Contract (RFP 2022-P07 Electronic Security Upgrades)**

1. This First Amendment to the Electronic Security Upgrades Contract (the “First Amendment”), attached as *Exhibit “A”* and executed September 20, 2022, is made this 14<sup>th</sup> day of February 2023, by and between **Hays County, Texas (“Client”)** and **CML Security, LLC. (“Contractor”)**. The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

2. Addition of Services:

- Adding a temporary gate control to the elected official gate entrance located at the Government Building: \$2,553.20

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

**HAYS COUNTY, TEXAS**

**CML SECURITY, LLC**

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

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

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

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

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Elaine Cardenas  
Hays County Clerk

Exhibit A  
RFP 2022-P07 Electronic Security Upgrades Contract

**AGREEMENT FOR ELECTRONIC SECURITY UPGRADES  
RFP: 2022-P07**

This Agreement for ELECTRONIC SECURITY UPGRADES (the "Service Contract") is entered into by and between Hays County, Texas, a political subdivision of the State of Texas (the "County"), and CML Security, LLC (the "Contractor").

**WHEREAS**, the County desires to enter into the Services Contract for the service of ELECTRONIC SECURITY UPGRADES (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Hays County Purchasing Office or its designee), the Contractor shall provide Electronic Security Upgrades to the Hays County Government Building and Historic Courthouse in accordance with the proposal specifications and SOW detailed in RFP 2022-P07, *Exhibit "A"*; and

**WHEREAS**, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Services Contract; and

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions stated herein, the County and the Contractor agree as follows:

**TERM OF CONTRACT:** The term of this Service Contract shall be six (6) months for substantial completion, commencing upon final award by the Commissioners Court, and from Notice to Proceed (NTP). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing. Any such written termination notice must be in accordance with Notices below.

**TERMINATION:** Either party may cancel this Service Contract with or without cause or penalty upon ninety (90) days written notice in accordance with Notices below. Should this Service Contract be terminated for any reason, Contractor shall be entitled to payment for work performed prior to termination, including overhead and profit, and costs of demobilization.

**COMPENSATION:** Contractor will be compensated for the Work based on the terms of which are cited in Contractor's rate schedule, which is attached hereto as *Exhibit "B"*. Despite any reference to Contractor's rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed the total cited in *Exhibit "B"*.

**INVOICING:** Contractor will deliver an invoice (the "Invoice") to the County within seven (7) calendar days upon completion of work monthly. County agrees to pay the Invoice within thirty (30) days of the date of delivery of the Invoice after billed work has been verified by a county representative. The County Representative shall perform such verification within seven (7) days of delivery of Contractor Invoice. Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late

payments or failure to pay Invoices can result in termination of this Service Contract. If Contractor is not paid undisputed amounts within fifty (50) days from submission of a Contractor Invoice, and following five (5) days written notice, Contractor shall be entitled to stop work.

**NOTICE OF COMPLETION:** Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete. Final Payment by County to Contractor shall be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code.

**HOLIDAYS:** Contractor is not obligated to perform services on the following holidays unless otherwise specified: New Year's Day, Independence Day, Labor Day, Memorial Day, Thanksgiving Day, and Christmas Day. Services on holidays, when requested, shall be charged on an over-time basis.

**APPROPRIATION OF FUNDS:** In the event the Hays County Commissioners Court fails to appropriately adequate funding for this agreement in any given fiscal year, this Service Contract shall automatically terminate on October 1<sup>st</sup> of such fiscal year.

**INDEMNIFICATION: TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS AGENTS OR ASSIGNS FROM LOSS, LIABILITY, COST, OR EXPENSE (INCLUDING REASONABLE ATTORNEY'S FEES) FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE WHICH ARISES OUT OF THE WORK PERFORMED OR FAILED TO BE PERFORMED UNDER THIS SERVICE CONTRACT. CONTRACTOR SHALL NOT BE LIABLE FOR DELAY, LOSS, OR DAMAGE CAUSED BY WARFARE, RIOTS, STRIKES, BOYCOTTS, CRIMINAL ACTS, ACTS OR OMISSIONS OF OTHERS, FIRE, WATER DAMAGE, NATURAL CALAMITY, OR OTHER CAUSES BEYOND CONTRACTOR'S REASONABLE CONTROL. TO THE EXTENT PERMITTED BY LAW, THE COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS CONTRACTOR FROM CLAIMS FOR INJURY TO CONTRACTOR'S EMPLOYEE AND OTHERS RESULTING FROM THE CONDITION OF THE COUNTY'S PREMISES OR EQUIPMENT BUT ONLY TO THE SAME EXTENT SAME IS NOT CAUSED BY CONTRACTOR'S FAULT.**

**TERMINATION BY DEFAULT:** If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Service Contract, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within the thirty (30) days, or the party in breach has not commenced the cure within thirty (30) days, then the injured party may terminate the Service Contract.



**GOVERNING LAW AND VENUE:** Both parties to this Service Contract irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Hays, (ii) and agree that this Service Contract shall be governed by, interpreted, and construed in accordance with the laws of the State of Texas, without regard to any conflicts of law.

**INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of the County. The County agrees not to approach any of Contractor's employees with offers of employment for a period of one (1) year after termination of the Service Contract.

**NOTICES:** Notices, requests, demands, and other communications hereunder shall be in writing and delivered or mailed, with postage prepaid, to the following:

**TO HAYS COUNTY:**

Hays County Courthouse  
Hays County Judge's Office  
Attn: Judge Ruben Becerra  
111 East San Antonio Street, Suite 300  
San Marcos, TX 78666  
Phone: (512) 393-2205

**WITH COPY TO:**

Hays County Countywide Operations Department  
Attn: Tammy Crumley  
712 S. Stagecoach Trail, Ste. 1045  
San Marcos, TX 78666  
Phone: (512) 878-6673

**TO**

CML Security, LLC  
Attn: Tommy Thoene  
1785 W. 160<sup>th</sup> Ave., Ste. 700  
Broomfield, Co 80023  
Phone: (303) 653-8404

**HAYS COUNTY HISTORIC COURTHOUSE (111 E. SAN ANTONIO ST., SAN MARCOS, TX):**

1. Contractor shall install a new, "stand-alone" Video Surveillance System for the Historic Courthouse consisting of indoor dome cameras and outdoor multi-image cameras, camera mounting hardware, Cat. 6 system cabling, Video Management System (consisting of network video recording (NVR) system, NVR software and system workstation) support, maintenance, warranty and training. Work under this scope of work (SOW) includes, but

not limited to, all labor, materials, tools, field supervision, review/coordination of existing conditions, etc., necessary for a complete installation to ensure a functional system as required by issued project documents in RFP 2022-P07, which is attached hereto and incorporated herein as *Exhibit "A"* and pricing cited in *Exhibit "B"*.

**HAYS COUNTY GOVERNMENT BUILDING (712 S. STAGECOACH TRAIL, SAN MARCOS, TX):**

1. Contractor shall install electronic security systems upgrade for both the Building Security and Detention Security functions to include replacement of systems "head-end" components, system control workstations, system field devices, system cabling, modifications to area equipment rooms, and main security equipment room, uninterruptible power supply (UPS). Work under this scope of work (SOW) includes, but not limited to, all labor, materials, tools, field supervision, review/coordination of existing conditions, etc., necessary for a complete installation to ensure a functional/integrated control system as required by issued project documents in RFP 2022-P07, which is attached hereto and incorporated herein as *Exhibit "A"* and pricing cited in *Exhibit "B"*.


**ENTIRE AGREEMENT:** This agreement contains the entire agreement between the parties. All prior negotiations between parties are merged in the agreement, and there are no understandings or agreements other than those incorporated herein. This agreement may not be modified except by written instrument and signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THE AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

The effective date of this Agreement will for all purposes be the date of the execution of the last to sign, whether the County or the Contractor.

**In Witness Whereof,** the parties have executed this Agreement as of the date(s) set forth below.

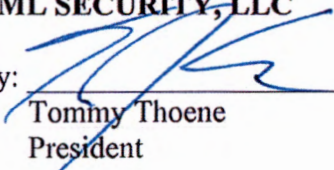
**(DULY AUTHORIZED SIGNATURES FOLLOW ON THE NEXT PAGE)**

**HAYS COUNTY, TEXAS**

By:   
\_\_\_\_\_  
Ruben Becerra  
Hays County Judge

Date: 9-20-2022

**CML SECURITY, LLC**

By:   
\_\_\_\_\_  
Tommy Thoene  
President

Date: 9-16-22



## Hays County Commissioners Court

Date: 02/14/2023

Requested By: Jerry Borcharding, P.E., Transportation Director

Sponsor: Commissioner Shell

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount \$60,000.00 to the Professional Services Agreement between Hays County and RPS Infrastructure, Inc. for additional design services and construction phase services on the RM 12 at RM 3237 Intersection Improvements project in Precinct 3, as part of the Hays County Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SHELL/BORCHARDING**

**Summary:**

The requested Contract Amendment increases the contract compensation cap by \$60,000.00 from \$295,000.00 to \$355,000.00. This will allow for the execution of Work Authorization #2 Supplemental #1 in the amount of \$29,940.00 for additional services post 100% design submittal and re-bid services for a January 2023 letting as well as Work Authorization #3 in the amount of \$32,205.20 for construction phase services on the RM 12 at RM 3237 Intersection Improvements project [26-768-035] funded by the Road Bond program.

**Fiscal Impact:**

Amount Requested: \$60,000.00

Line Item Number: 035-803-96-768.5621\_400

**Budget Office:**

Source of Funds: 2016 Road Bond Fund (issued in 2019)

Budget Amendment Required Y/N?: No

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.24(a)(4).

G/L Account Validated Y/N?: Yes, Engineering Capital\_Outlay

New Revenue Y/N?: N/A

Comments:

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**Attachments**

RM12atRM3237-RPS-Amendment02

**CONTRACT AMENDMENT NO. 2**  
**TO**  
**HAYS COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**HAYS COUNTY ROAD BOND PROJECT:**  
**RM 12/RM 3237 Intersection Improvements- Additional Services ("Project")**

THIS CONTRACT AMENDMENT NO. 2 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and RPS Infrastructure, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective August 11, 2020 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 295,000.00 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$ 295,000.00 to \$ 355,000.00 .

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By: Brent L. Christian  
Signature

Brent Christian  
Printed Name

Executive Director  
Title

January 31, 2023  
Date

**COUNTY:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Carlos A. Lopez, P.E.*  
2/2/2023





## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:** Jerry Borcharding, P.E., Transportation Director

**Sponsor:** Commissioner Cohen

**Co-Sponsor:** Commissioner Ingalsbe

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 3 in the amount of \$610,000.00 to the Professional Services Agreement between Hays County and BGE, Inc. to provide construction engineering, inspection & testing (CE&I) services as part of the On-Call CE&I contract related to the 2016 Road Bond Program Dacy Lane project, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a) (4) and amend the budget accordingly. **COHEN/BORCHERDING**

**Summary:**

This Contract Amendment increases the contract compensation cap by \$610,000.00 from \$1,500,000.00 to \$2,110,000.00 to allow BGE to execute a Supplemental #1 to Work Authorization #1 for the Dacy Lane Road Bond Project [2/8-634-035].

BGE was awarded one of three on-call CE&I contracts as a respondent through RFQ 2020-Q03 and executed a contract on August 18, 2020. On December 22, 2020, BGE was selected to perform CE&I services for the Dacy Lane project. The fee for the additional services on the Dacy Lane project has been negotiated for \$637,044.95.00. This effort will be funded by Road Bonds.

**Fiscal Impact:**

Amount Requested: \$610,000.00

Line Item Number: 035-801-96-634.5321\_700

**Budget Office:**

Source of Funds: 2016 Voter Approved Road Bond Fund (issued in 2019)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$610,000 - Increase Engineering\_Capital 035-801-96-634.5621\_700

(\$610,000) - Decrease General Construction\_Operating 035-800-96.5611\_400

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) since contract amount is over 25% of the original contract.

G/L Account Validated Y/N?: Yes, Engineering Capital Outlay

New Revenue Y/N?: N/A

Comments:

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**Attachments**

OnCallCEI-BGE-Amendment03

**CONTRACT AMENDMENT NO. 3**  
**TO**  
**HAYS COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**HAYS COUNTY ROAD BOND PROJECT:**

On-Call CE&I RFQ 2020-Q03 (“Project”)

THIS CONTRACT AMENDMENT NO. 3 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and BGE, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective August 18, 2020 (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to \$ 1,500,000 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

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

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,500,000 to \$2,110,000.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

**ENGINEER:**

By:   
Signature

Colby Harris, P.E.  
Printed Name

Director, Construction Management  
Title

February 6, 2023  
Date


**COUNTY:**

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

, P.E.  
2/7/2023



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Jerry Borcharding

**Sponsor:**

Commissioner Shell

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### **Agenda Item**

Discussion and possible action to accept the maintenance bond rider extension from Lockhart Excavation, LLC for an additional two months to July 14, 2023 for Heaton Hollow subdivision (Maintenance bond #61BSBID3153 in the amount of \$80,548.01). **SHELL/BORCHERDING**

### **Summary**

The completion of construction of the roads and drainage improvements within the County ROW for Heaton Hollow subd. has been delayed and the contractor is requesting more time to complete. This bond extends the life of the current maintenance bond rider extension from April 14, 2023 to July 14, 2023.

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### **Attachments**

Maintenance Bond Extension (Heaton Hollow subd.)

SURETY RIDER

To be attached to and form a part of Maintenance Bond to Construct Roads/Streets and Drainage Areas for Heaton Hollow Roadway

Bond No. 61BSBID3153

dated  
effective October 1, 2018  
(MONTH-DAY-YEAR)

executed by Hays 1460, LLC, as Principal,  
(PRINCIPAL)

and by Hartford Casualty Insurance Company, as Surety,

in favor of Hays County  
(OBLIGEE)

in consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

**Changed Expiration Date FROM: April 14, 2023**

**TO: July 14, 2023**

MAINTENANCE BOND EXTENSION - #61BSBID3153  
for \$80,548.01

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider  
is effective January 30, 2023  
(MONTH-DAY-YEAR)

Signed and Sealed January 30, 2023  
(MONTH-DAY-YEAR)

Hartford Casualty Insurance Company

(SURETY)

By:

Amanda R. Turman-Avina

Amanda R. Turman-Avina, Attorney-in-Fact



# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

[bond.claims@thehartford.com](mailto:bond.claims@thehartford.com)

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: Marsh

- ☒ Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☒ Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- ☐ Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- ☐ Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- ☐ Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Amanda R. Turman-Avina

of

Houston, Texas

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

ss. Hartford

COUNTY OF HARTFORD

On this 6<sup>th</sup> day of May, 2015, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko  
Notary Public

My Commission Expires March 31, 2023

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 30, 2023.  
Signed and sealed at the City of Hartford.



Kevin Heckman, Assistant Vice President



## **Have a complaint or need help?**

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

### **The Hartford**

To get information or file a complaint with your insurance company or HMO:

**Call: Consumer Affairs at 1-800- 451-6944**

**Toll-free: 1-800-451-6944**

Email: [BONDTX@thehartford.com](mailto:BONDTX@thehartford.com)

Mail: The Hartford Financial Services

3000 Internet Drive|Suite 600

Frisco, TX 75034-1991

Attn: Bond Department

### **The Texas Department of Insurance**

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

Email: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

File a complaint: [www.tdi.texas.gov](http://www.tdi.texas.gov)

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



## Hays County Commissioners Court

Date: 02/14/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

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### Agenda Item

Hold a public hearing with possible action to establish a No Dumping zone on Old Bastrop Hwy on the cul-du-sac south of Redwood Road. **INGALSBE/BORCHERDING**

### Summary

In response to a request by local property-owners, there is a need to establish a No Dumping zone on Old Bastrop Hwy on the cul-du-sac starting at the low-water crossing.

---

### Attachments

Map of Old Bastrop Hwy cul-du-sac



# Old Bastrop Hwy cul-du-sac area

Possible "No Dumping" location.

Legend

NO  
DUMPING  
ALLOWED  
\$15-\$200  
FINE

Old Bastrop Hwy

NO  
DUMPING  
ALLOWED  
\$15-\$200  
FINE

FM 110

110

110

Old Bastrop Rd

Google Earth



600 ft





## Hays County Commissioners Court

Date: 02/14/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

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### Agenda Item

Hold a public hearing with possible action to establish a 3-way stop location on Longbow Lane at the intersection with Whistling Wind Lane in the Woodcreek North subdivision. **SHELL/BORCHERDING**

### Summary

In response to a request by local property-owners, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Longbow Lane.

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### Attachments

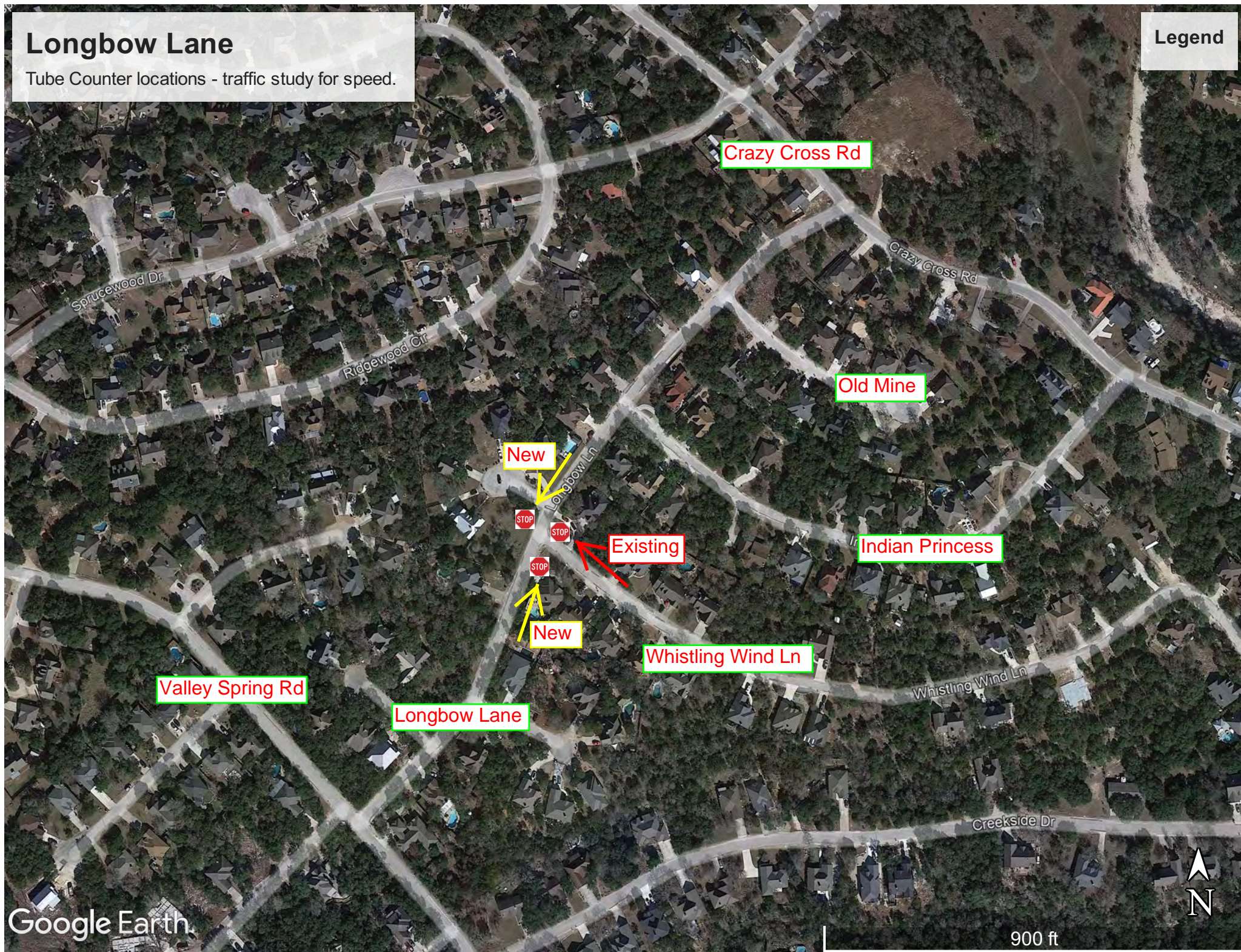
Map of Longbow Lane



# Longbow Lane

Tube Counter locations - traffic study for speed.

Legend







## Hays County Commissioners Court

Date: 02/14/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

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### Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #30166330 in the amount of \$1,035,391.42, acceptance of the 2-year maintenance bond #PB03016800942 in the amount of \$55,051.65, and acceptance of the 1-year revegetation bond #PB03016800941 in the amount of \$26,400.82 for 6 Creeks subd., Phase 1, Section 13B. **SHELL/BORCHERDING**

### Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

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### Attachments

Accept construction backup (6 Creeks, 1:13B)



**HAYS COUNTY  
TRANSPORTATION DEPARTMENT**



P.O. BOX 906  
San Marcos, TX 78667

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

February 7, 2023

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

RE: 6 Creeks subdivision, Phase 1, Section 13B

Dear Commissioners and Judge:

Becky Carroll, P.E., with Pape-Dawson Engineers, is requesting that Hays County accept construction of the roads and surface drainage improvements for 6 Creeks subdivision, Phase 1, Section 13B, release the subdivision bond #30166330 in the amount of \$1,035,391.42, accept the 2-year maintenance bond #PB03016800942 in the amount of \$55,051.65, and accept the 1-year revegetation bond #PB03016800941 in the amount of \$26,400.82. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,

A handwritten signature in black ink, appearing to read "Jerry Borcharding". The signature is written in a cursive style with a large, stylized "J" and "B".

Jerry Borcharding, P.E.  
Director

Hays County Transportation



February 3, 2023

Mr. Jim Parman  
Hays County Transportation Department  
2171 Yarrington Rd  
Kyle, TX 78640

Re: Engineer's Concurrence for Project Acceptance

Dear Mr. Parman:

Project: 6 Creeks-Phase 1, Section 13B  
Date: February 3, 2023  
Developer: HM 6 Creeks Development, Inc.  
2901 Bee Caves Road, Suite F  
Austin, TX 78746

Consultant Engineer: Pape-Dawson Engineers, Inc.  
Attn: Becky Carroll, P.E.  
2000 NW Loop 410  
San Antonio, TX 78213

On this date, I, the undersigned Professional Engineer in the State of Texas, confirm that a member of my staff had met with the Project Contractor, City of Kyle and Hays County and made a final visual observation of the above referenced project. The items noted during the final Hays County walk-through on January 12, 2023 have been addressed and no other discrepancies from the approved plans were found other than those identified on the Plan of Record. I, therefore, recommend acceptance of this project by the City of Kyle and Hays County.

Sincerely,  
Pape-Dawson Engineers, Inc.

A handwritten signature in black ink, appearing to read 'B. Carroll', written over a horizontal line.

Becky Carroll, P.E.  
Vice President

P:\81\41\36\Word\Letters\230112a1 HaysCo- Concurrence Letter.docx

# Philadelphia Indemnity Insurance Company

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

Bond No. PB03016800942

## MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County, Tx as Oblige, in the penal sum of Fifty Five Thousand Fifty One and 65/100 (\$55,051.65) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into contract with HM 6 Creeks Development Inc. for 6 Creeks Phase 1 Section 13B Hays County Development District - Roadway and Surface Drainage, which contract is hereinafter referred to as the "Contract."

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

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

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

SIGNED, SEALED AND DATED THIS 24th day of January, 2023.

DNT Construction, LLC

Principal

By: 

Dean Tomme, President

Philadelphia Indemnity Insurance Company

Surety

By: 

Jeremy Farque, Attorney-in-Fact

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5<sup>TH</sup> DAY OF MARCH, 2021.

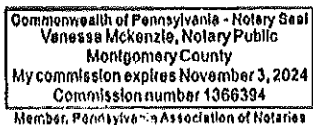


(Seal)

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of January, 2023.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

# MAINTENANCE - REVEGETATION BOND

Bond No. PB03016800941

## KNOW ALL MEN BY THESE PRESENTS,

That we DNT Construction, LLC, as Principal, and PHILADELPHIA INDEMNITY INSURANCE COMPANY, a corporation organized under the laws of the State of Pennsylvania, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Hays County, Texas as Oblige in the penal sum of Twenty Six Thousand Four Hundred Dollars and 82/100 (\$26,400.82) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, the said Principal has completed that certain work (herein referred to as the "Work") described as: Non-Native Seeding for Erosion Control, Hydro Mulch Improvements – 6 Creeks Section Phase 1 Section 13B Hays County Development District - Revegetation Bond

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

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

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

**SIGNED, sealed and dated** this 24th day of January, 2023.

DNT Construction, LLC

Principal

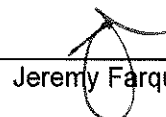
By:

  
Dean Tomme, President

Philadelphia Indemnity Insurance Company

Surety

By:

  
Jeremy Farque, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5<sup>TH</sup> DAY OF MARCH, 2021.

(Seal)



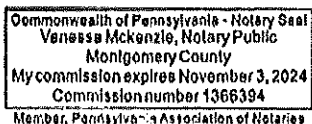
*John Glomb*

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzie*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24th day of January, 2023.



*Ed Sayago*

Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY





## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Colby Machacek, County Planner

**Sponsor:**

Commissioner Shell

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### Agenda Item

Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$1,834,350.00 for the 272 AC Fitzhugh Subdivision. **SHELL/BORCHERDING**

### Summary

272 AC Fitzhugh, Final Plat has been reviewed by Hays County Staff, pursuant to the Hays County Development Regulations as set forth and Texas Local Government Code Chapter 232.

While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action as the final step.

Proposed roadways will be privately maintained under an executed Road Maintenance Agreement.

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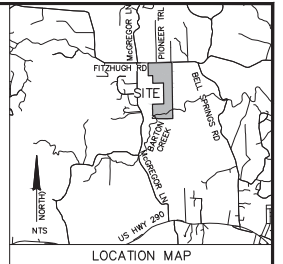
### Attachments

Plat

Location Map

# 272 AC FITZHUGH

BEING A 271.62 ACRE TRACT OF LAND SITUATED IN THE N. MCARTHUR SURVEY NO. 3, ABSTRACT NO. 314 AND PLEASANT D. ALEXANDER SURVEY, ABSTRACT NO. 22, HAYS COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 271.62 ACRE TRACT OF LAND RECORDED IN DOCUMENT NO. 22023007, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS



## ROADS

MESA ALTA LINE 60' PRIVATE RIGHT-OF-WAY = 1,115 LF  
MESA RANCH ROAD 60' PRIVATE RIGHT-OF-WAY = 6,105 LF

## GENERAL NOTES

- 1) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
- 2) ADJUNCTIONS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- 3) A FIFTEEN (15) FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAYS, A FIVE (5) WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO EACH SIDE LOT LINE AND A TEN (10) PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL REAR LOTS ON ALL LOTS.
- 4) HAYS COUNTY REQUIRES A MINIMUM 25' FRONT BUILDING SETBACK LINE.
- 5) A ONE-HUNDRED AND FIFTY (150') FOOT WIDE SETBACK IS REQUIRED FROM BARTON CREEK TO ALL EFFLUENT DISPOSAL AREAS FOR OGSF SYSTEMS.
- 6) A PORTION OF THIS SUBDIVISION IS WITHIN THE 100-YEAR FLOODPLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) PANELS 48209C0025F DATED SEPTEMBER 2, 2005 AND 48209C0085F DATED SEPTEMBER 2, 2005.
- 7) TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, AND RIGHT-OF-WAYS TO THE PAYMENT TO BE THE RESPONSIBILITY OF THE PROPERTY OWNERS AND/OR HOME OWNERS ASSOCIATION.
- 8) DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.
- 9) ALL COLLECTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.
- 10) MAILBOXES PLACED WITHIN THE ROW SHALL BE OF AN APPROVED TYPED OR FIRM DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
- 11) NO PORTION OF THIS SUBDIVISION LIES WITHIN THE RECHARGE ZONE OF THE EDWARDS AQUIFER, THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- 12) THIS SUBDIVISION LIES WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- 13) THIS PROPERTY IS LOCATED WITHIN THE HAYS COUNTY E.S.D. (EMERGENCY SERVICE DISTRICT) 1 & 6.
- 14) THIS TRACT LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- 15) THIS PROPERTY IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR MUNICIPALITY.

## DRIVEWAY PERMIT STATEMENT

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS UNTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ALL COLLECTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 6.03.

## WATER/WASTEWATER NOTE

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNLESS IT IS 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 UNLESS IT IS 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 UNLESS ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GAAKBEER, R.E.S., C.F.M.  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

MARCUS PACHECO, DIRECTOR OF DEVELOPMENT SERVICES  
HAYS COUNTY DEVELOPMENT SERVICES

DATE

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER \_\_\_\_\_.

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

RUBEN REICHERT  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS

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. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER \_\_\_\_\_.

ELAINE H. CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT MESA VERDE TEXAS LLC, WITH AN ADDRESS OF 5513 FOXFIELD LANE, AUSTIN, TEXAS 78738, OWNER OF THE 271.62 ACRES SITUATED IN THE N. MCARTHUR SURVEY NO. 3, ABSTRACT NO. 314 AND PLEASANT D. ALEXANDER SURVEY, ABSTRACT NO. 22, HAYS COUNTY, TEXAS AS CONVEYED TO MESA VERDE TEXAS LLC BY DEED DATED \_\_\_\_\_, 20\_\_\_\_, 2022 AND RECORDED IN DOCUMENT NO. 22023007, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 271.62 ACRES AS FOLLOWS:

272 AC FITZHUGH

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF, JEFF F. KENT ACKNOWLEDGED THESE PRESENTS TO BE EXECUTED THEREUNTO DULY AUTHORIZED.

JEFF F. KENT  
PO BOX 1707  
DRIPPING SPRINGS, TEXAS 78860

STATE OF TEXAS  
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, JEFF F. KENT, KNOWN TO ME TO BE PERSON WHOSE NAME IS GIVEN UNDER THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF HAYS

I, J. TRAVIS WILSON, P.E., A PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY NO. 48209, MAP NO. 48209C0025F AND 48209C0085F, HAYS COUNTY, TEXAS, DATED SEPTEMBER 2, 2005 AND SHALL BE CONTAINED WITHIN THE RIGHT-OF-WAY AND DRAINAGE EASEMENTS SHOWN HEREON.

LICENSED PROFESSIONAL ENGINEER  
J. TRAVIS WILSON, P.E. NO. 97307  
WILSON JR. LLC, TBEPLS FIRM NO. 1-16302  
7320 N. MOPAC EXPRESSWAY, SUITE 203  
AUSTIN, TEXAS 78731  
512-861-5300

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE 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 THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, NOT TO BE RECORDED FOR ANY PURPOSE

09/11/2022

REGISTERED PROFESSIONAL LAND SURVEYOR  
CHRISTOPHER JURICA, R.L.S., NO. 6344

## GENERAL NOTES

- 1) MESA VERDE TEXAS LLC, BY FILING THIS RECORD DOCUMENT, AND ALL FUTURE OWNERS OF THIS PROPERTY, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT HAYS COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADWAYS SHOWN ON THIS APPROVED DEVELOPMENT PLAN UNITS, AND UNLESS (OWNER) AND/OR THE PROPERTY OCCUPANTS OR TENANTS HAVE IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY HAYS COUNTY AND THE ROADWAYS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL WRITTEN ACTION OF THE COUNTY COMMISSIONERS COURT AND THE ROADWAYS REQUIRED BY HAYS COUNTY AND THE ROADWAYS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS PUBLIC ROADWAYS, MESA VERDE TEXAS LLC AND ALL FUTURE OWNERS OF PROPERTY WITHIN THE LIMITS OF THE APPROVED DEVELOPMENT PLAN SHALL LOOK SOLELY TO THE OWNER OR ENTITY ENTERING INTO MAINTENANCE AGREEMENT WITH THE COUNTY FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADWAYS INCLUDED IN THIS DEVELOPMENT PLAN.
- 2) 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.
- 3) POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPMENT CONDITIONS RUNOFF RATE FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS. POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- 4) ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.
- 5) ALL ROADS IN THE SUBDIVISION SHALL BE PRIVATE ROADWAYS.

## LOT SIZE CATEGORIES

TOTAL NUMBER OF LOTS = 35  
AVERAGE LOT SIZE = 7.45  
4 LOTS LARGER THAN 10.0 ACRES  
30 LOTS LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES  
0 LOTS 2.00 ACRES OR LARGER UP TO 5.00 ACRES  
0 LOTS LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES  
1 LOTS SMALLER THAN 1.00 ACRE

## OWNER/DEVELOPER

MESA VERDE TEXAS LLC  
5513 FOXFIELD LANE  
AUSTIN, TEXAS 78738

## LEGEND

- 1) FOUND 1/2" IRON ROD W/ A YELLOW "W" PLASTIC CAP
- 2) FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- 3) FOUND 1" IRON PIPE
- 4) FOUND 600 NAL IN CEDAR TREE
- 5) FOUND COTTON SPINDLE
- 6) FOUND FENCE POST (MATERIAL AND DIAMETER NOTED ON PLAT)
- 7) FOUND IRON ROD W/ A PINK "T" PLAS 4863" PLASTIC CAP
- 8) FOUND IRON ROD W/ A RED "B" PLASTIC CAP
- 9) FOUND IRON ROD W/ A GREEN "Z" PLASTIC CAP
- 10) FOUND IRON ROD W/ A YELLOW "STADIUM SURVEYING" PLASTIC CAP
- 11) WELL

## SUBDIVISION PERIMETER

LINE NO.	DIRECTION	LENGTH
L1	N89°47'31"W	71.91'
L2	N82°54'44"W	56.61'
L3	N74°23'11"W	104.88'
L4	N58°39'25"W	117.00'
L5	N09°20'26"W	142.44'
L6	N26°18'57"W	83.83'
L7	N46°59'48"W	71.64'
L8	S47°35'24"W	71.34'
L9	N72°58'12"W	128.77'
L10	N00°40'31"W	34.61'
L11	N43°05'16"W	19.71'
L12	N00°07'27"E	98.83'

CURVE NO.	ARC LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	66.17	1390.00	002°43'39"	S05°18'53"W	66.16'
C2	428.20	650.00	037°44'39"	S12°11'37"E	420.49'
C3	842.44	3365.00	014°20'39"	S23°53'38"E	840.24'
C4	187.08	2460.00	004°21'26"	S14°33'35"E	187.03'
C5	950.43	3918.12	013°53'54"	S04°34'09"E	948.10'
C6	49.06	60.00	046°50'54"	S21°02'39"E	47.70'
C7	113.48	69.00	094°13'36"	S02°38'42"W	101.11'
C8	41.47	60.00	039°36'12"	S29°57'25"W	40.65'
C9	127.24	200.00	036°27'05"	S08°04'14"E	125.10'
C10	351.61	689.73	029°12'30"	S11°41'31"E	347.82'
C11	54.81	125.00	025°07'30"	S15°28'29"W	54.38'
C12	91.99	300.00	017°34'31"	S19°15'08"W	91.63'
C13	197.27	900.00	012°33'30"	S16°44'48"W	196.87'
C14	191.28	370.68	029°33'55"	S37°48'31"W	189.16'
C15	178.81	406.00	025°14'01"	S39°58'28"W	177.36'
C16	133.86	286.00	026°48'56"	S40°45'56"W	132.64'
C17	407.89	1257.12	018°35'26"	S62°38'46"W	406.11'
C18	140.16	1351.48	005°56'32"	S78°35'45"W	140.10'
C19	693.32	120.00	331°02'13"	N09°44'54"W	60.02'
C20	133.56	1291.48	005°55'31"	N78°39'56"E	133.50'
C21	386.94	1197.12	018°31'10"	N62°55'51"E	385.26'
C22	106.02	226.00	026°52'39"	N40°47'47"E	105.05'
C23	205.23	466.00	025°14'01"	N39°58'28"E	203.58'
C24	160.31	310.68	029°33'55"	N37°48'31"E	158.54'
C25	184.12	840.00	012°33'30"	N16°44'48"E	183.75'
C26	110.39	360.00	017°34'31"	N19°15'08"E	108.96'
C27	28.50	65.00	025°07'30"	N15°28'29"E	28.28'
C28	331.03	629.73	029°12'30"	N11°41'31"E	317.56'
C29	165.41	260.00	036°27'05"	N08°04'14"E	162.64'
C30	53.75	60.00	051°19'38"	N15°30'30"E	51.97'
C31	106.22	69.00	088°12'30"	N02°55'42"E	96.04'
C32	46.70	60.00	044°35'48"	N24°43'50"E	45.53'
C33	938.94	3568.12	013°56'38"	N04°32'23"W	936.62'
C34	182.07	2400.00	004°20'48"	N14°32'54"W	182.03'
C35	479.52	3305.00	008°18'47"	N20°52'42"W	479.10'
C36	1052.41	887.44	067°56'49"	N80°32'01"W	991.82'
C37	409.46	75.00	312°48'12"	N45°39'30"E	60.05'
C38	977.84	827.44	067°42'36"	S80°34'34"E	921.92'
C39	287.89	3305.00	004°59'27"	N28°34'14"W	287.79'
C40	467.72	710.00	037°44'39"	N12°11'37"E	459.31'
C41	53.80	1270.00	002°25'39"	N05°27'53"E	53.80'

LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L13	N71°23'10"E	30.02'	L26	S10°28'03"E	139.12'
L14	S16°43'18"E	30.02'	L27	N10°28'03"E	139.12'
L15	S45°00'00"W	73.85'	L28	N28°02'14"E	65.53'
L16	S90°00'00"W	37.76'	L29	N10°09'19"E	112.88'
L17	S00°00'00"W	147.81'	L30	N16°43'18"W	277.45'
L18	S45°00'00"W	43.45'	L31	N31°03'57"W	285.85'
L19	S06°40'42"W	86.96'	L32	N06°40'42"E	292.11'
L20	N83°19'18"W	30.00'	L33	N83°19'18"W	30.00'
L21	S06°40'42"W	292.11'	L34	N06°40'42"E	86.96'
L22	S31°03'57"E	285.85'	L35	N45°00'00"W	41.14'
L23	S16°43'18"E	277.45'	L36	N00°00'00"W	147.81'
L24	S10°09'19"W	131.36'	L37	S90°00'00"W	37.76'
L25	S28°02'14"W	65.53'	L38	N45°00'00"W	62.80'

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 CONVEYED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS. HAYS COUNTY ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF THE CONSTRUCTION OF ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

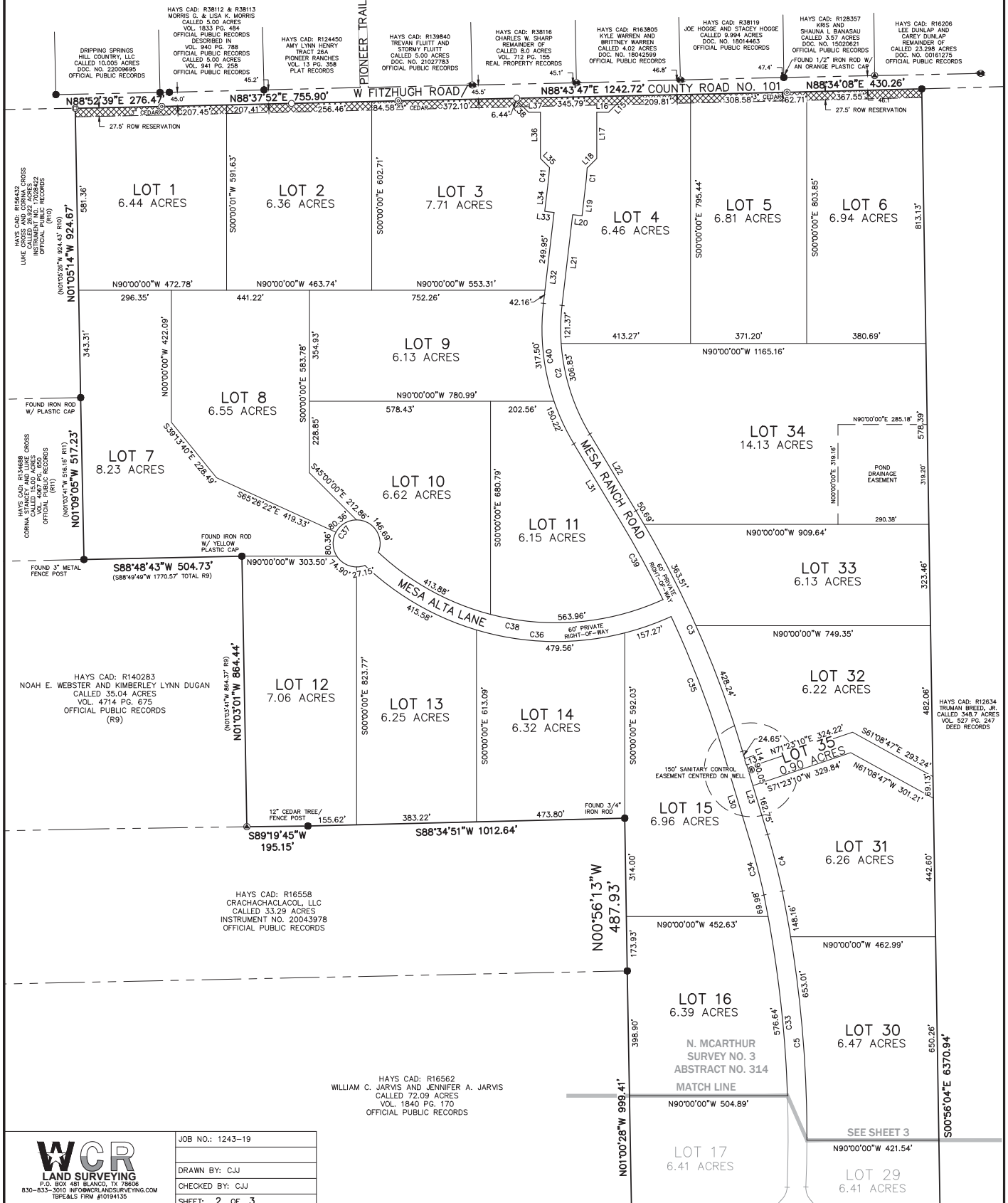
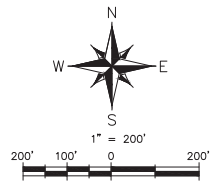
**WCR**  
LAND SURVEYING  
P.O. BOX 481 BLANCO, TX 78606  
830-833-8300 INFO@WCRLANDSURVEYING.COM  
TBEPLS FIRM #0191435

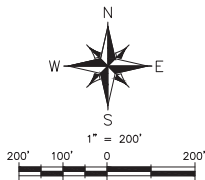
JOB NO.: 1243-19

DRAWN BY: CJJ

CHECKED BY: CJJ

SHEET: 1 OF 3





HAYS CAD: R16562  
WILLIAM C. JARVIS AND JENNIFER A. JARVIS  
CALLED 72.09 ACRES  
VOL. 1840 PG. 170  
OFFICIAL PUBLIC RECORDS

HAYS CAD: R175848  
ROBERT JON & TASHA NICOLE MAYDONIK  
CALLED 12.129 ACRES  
DOC. NO. 22022253  
OFFICIAL PUBLIC RECORDS

HAYS CAD: R1760931  
STEVEN RICHARD & BRENNIA BOX TROY  
CALLED 12.300 ACRES  
DOC. NO. 21019332  
OFFICIAL PUBLIC RECORDS  
(R6)

R155006  
STEVE & CYNTHIA WHITAKER  
LOT 4  
ZAMORA ESTATES  
INSTRUMENT NO. 17002204  
PLAT RECORDS

HAYS CAD: R155005  
COURTNEY ANNETTE BRATTON  
& JUSTIN ROSS  
LOT 3  
ZAMORA ESTATES  
INSTRUMENT NO. 17002204  
PLAT RECORDS

HAYS CAD: R155004  
EDGAR ROBERT VALLANCE  
& EDGAR SILVIA  
LOT 2  
ZAMORA ESTATES  
INSTRUMENT NO. 17002204  
PLAT RECORDS

HAYS CAD: R117471  
DOUGLAS R. DOERR KIFT DOERR  
CALLED 100.00 ACRES  
VOL. 2778 PG. 399  
OFFICIAL PUBLIC RECORDS  
(R4)

HAYS CAD: R113536  
BARRY WALKER AND KERRY WALKER  
CALLED 650.29 ACRES  
VOL. 2573 PG. 474  
OFFICIAL PUBLIC RECORDS  
(R3)

**WCR**  
LAND SURVEYING  
P.O. BOX 481 BLANCO, TX 78606  
830-633-3010 INFO@WCRLANDSURVEYING.COM  
TBP&LS FIRM #10194135

JOB NO.: 1243-19  
DRAWN BY: CJJ  
CHECKED BY: CJJ  
SHEET: 3 OF 3

LOT 16  
6.39 ACRES

N. MCARTHUR  
SURVEY NO. 3  
ABSTRACT NO. 314  
MATCH LINE

LOT 30  
6.47 ACRES

SEE SHEET 2

LOT 17  
6.41 ACRES

LOT 29  
6.41 ACRES

LOT 18  
6.55 ACRES

LOT 28  
8.10 ACRES

LOT 19  
6.43 ACRES

LOT 21  
6.24 ACRES

LOT 20  
6.39 ACRES

LOT 27  
8.35 ACRES

LOT 22  
7.01 ACRES

LOT 23  
7.25 ACRES

LOT 24  
14.05 ACRES

LOT 25  
14.44 ACRES

LOT 26  
14.32 ACRES

PLEASANT D. ALEXANDER  
ABSTRACT NO. 22







## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:** Marcus Pacheco, Development Services Director

**Sponsor:** Commissioner Smith

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### Agenda Item

PLN-2089-NP; Discussion and possible action regarding the Anthem, Phase 4B, Final Plat. **SMITH/PACHECO**

### Summary

Anthem, Phase 4B, Final is a proposed plat consisting of 1 Lot across 13.074 acres located off FM 150 and Anthem Parkway in Kyle and within th Precinct 4 boundary.

The subject property falls in the extraterritorial jurisdiction of the City of Mountain City.

Water utility will be accomplished through the City of Kyle. Wastewater utility will also be accomplished through the City of Kyle.

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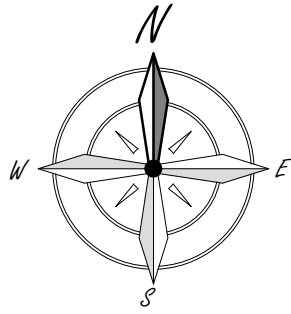
### Attachments

Plat

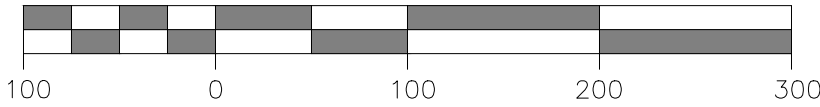
Location Map



ANTHEM PHASE 4B FINAL PLAT  
BEING 13.074 ACRES OUT OF THE ANDREW DUNN SURVEY NO. 9,  
ABSTRACT NO. 4, HAYS COUNTY, TEXAS

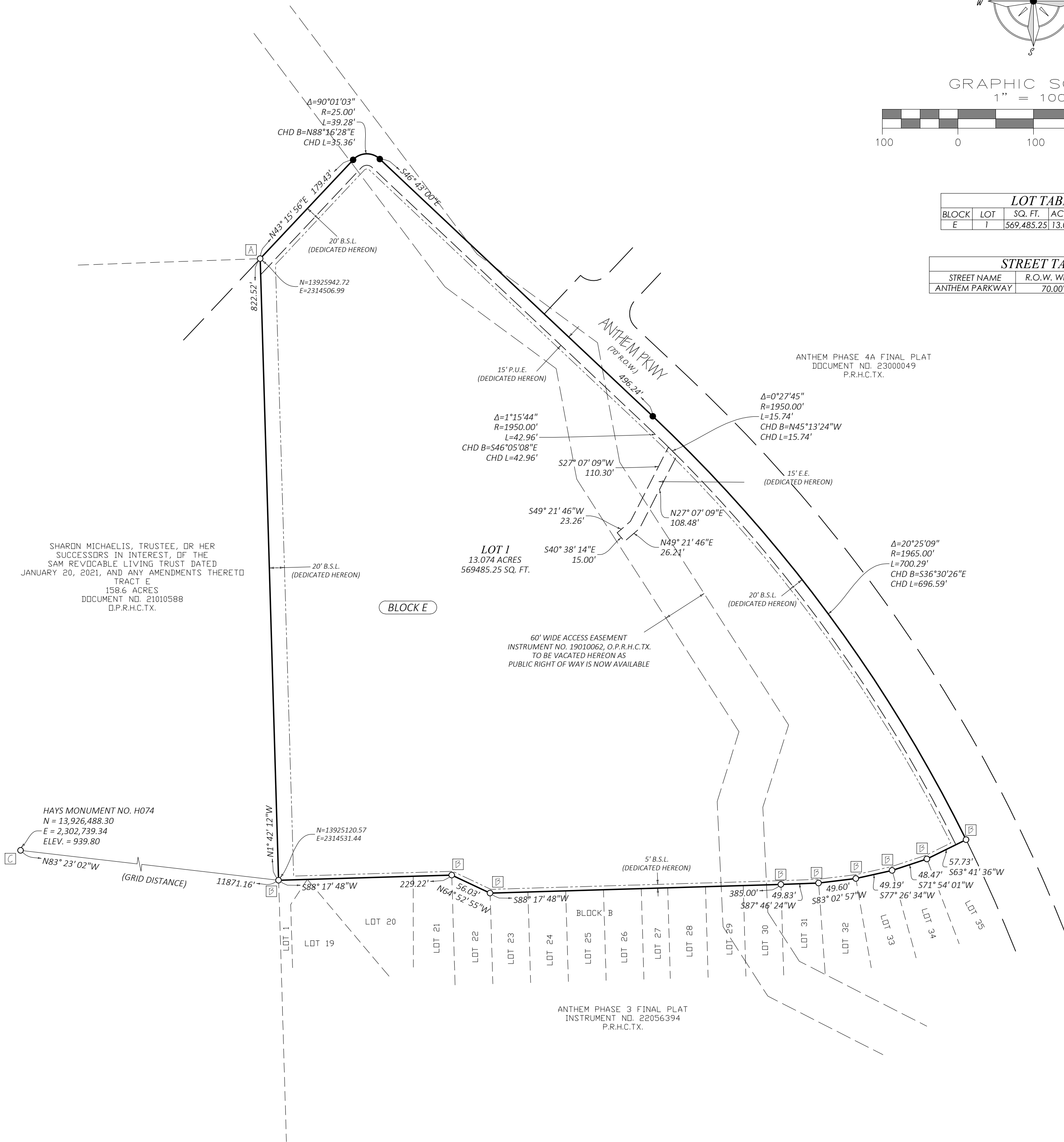


GRAPHIC SCALE  
1" = 100'



LOT TABLE				
BLOCK	LOT	SQ. FT.	ACRES	USE
E	1	569,485.25	13.074	DEVELOPMENT

STREET TABLE		
STREET NAME	R.O.W. WIDTH	TYPE
ANTHEM PARKWAY	70.00'	COLLECTOR



LOT ACREAGES

10.00 ACRES OR LARGER:	1
LARGER THAN 5.00 ACRES AND SMALLER THAN 10.00 ACRES:	0
2.00 ACRES OR LARGER UP TO 5.00 ACRES	0
LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES:	0
SMALLER THAN 1.00 ACRE:	0

LEGEND:

B.S.L. = BUILDING SETBACK LINE  
E.E. = ELECTRICAL EASEMENT  
P.U.E. = PUBLIC UTILITY EASEMENT  
O.P.R.H.C.T.X. = OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

LINETYPE LEGEND:

— = BOUNDARY  
- - - = EASEMENT  
- - - = RIGHT OF WAY  
- - - = ADJOINERS  
- - - = BUILDING SETBACK LINES

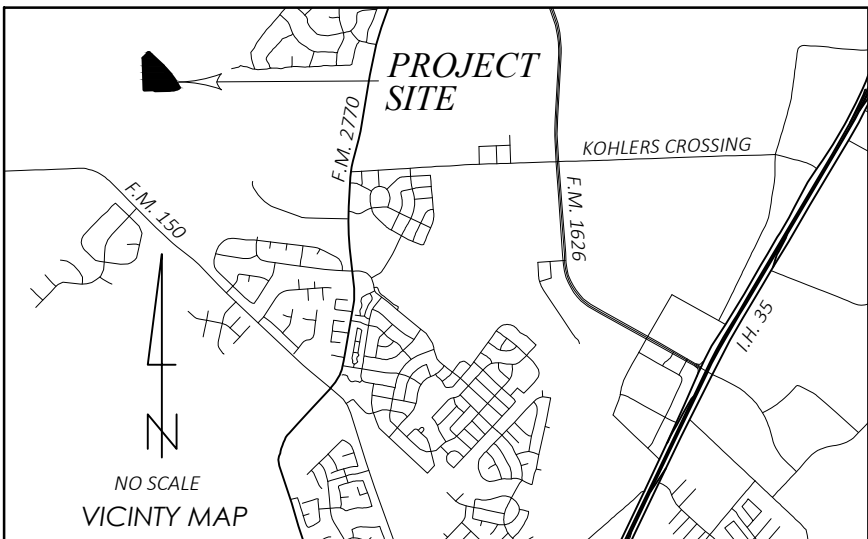
MONUMENT LEGEND / NOTES:

● = SET 5/8" IRON ROD WITH CAP STAMPED "SPOT ON SURVEYING".  
○ = FOUND MONUMENT AS DESCRIBED.  
[A] = FOUND 10" CEDAR FENCE POST.  
[P] = FOUND IRON ROD WITH CAP STAMPED "ATWELL LLC".  
[C] = FOUND IRON ROD WITH ALUMINUM CAP STAMPED "H074".

GENERAL INFORMATION BLOCK:

OWNER: HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT - MAX.CLEAVER@HAYSCISD.NET  
ACRES: 13.074  
SURVEYOR: SPOT ON SURVEYING, INC., TEXAS FIRM NO. 10193894  
SCOTT A. HAHN, TEXAS REGISTRATION NO. 6375 - SHAHN@SPOTONSURVEYING.COM  
PLAT PREPARATION: SPOT ON SURVEYING, INC., TEXAS FIRM NO. 10193894 - INFO@SPOTONSURVEYING.COM

LOTS: 1  
BLOCKS: 1  
CENTERLINE LINEAR FOOTAGE: 0'  
CONNECTIONS TO PUBLIC R.O.W., ANTHEM PARKWAY: 1  
SUBMITTAL DATE: SEPTEMBER 09, 2022  
ANDREW DUNN SURVEY NO. 9, ABSTRACT NO. 4  
BENCHMARK: HAYS COUNTY MONUMENT NO. H074  
ELEV. OF 939.80, NAVD 88 DATUM.  
R.O.W. DEDICATION: 0 ACRES  
DEVELOPMENT LOTS: 13.074 ACRES  
DEVELOPMENT LOTS: 1



WWW.SPOTONSURVEYING.COM

SOS J/N: 0013-21-001

ANTHEM PHASE 4B FINAL PLAT  
BEING 13.074 ACRES OUT OF THE ANDREW DUNN SURVEY NO. 9,  
ABSTRACT NO. 4, HAYS COUNTY, TEXAS

ESD NOTE:

THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY ESD #5.

GENERAL NOTES:

- THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY AND ENTIRELY WITHIN THE BOUNDARY OF THE ANTHEM M.U.D. NO. 1.
- THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND DOES NOT LIE WITHIN THE TRANSITION OR CONTRIBUTING ZONES.
- THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
- LINEAR FOOTAGE OF STREET IMPROVEMENTS : 0 L.F.
- THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
- NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
- SIDEWALKS SHALL BE CONSTRUCTED ALONG AT LEAST ONE SIDE OF EACH RESIDENTIAL STREET AND MAINTAINED BY ANTHEM M.U.D. NO. 1.
- THIS SUBDIVISION IS WITH THE ETJ OF MOUNTAIN CITY, TEXAS.
- GAS IS PROVIDED BY CENTERPOINT ENERGY.
- TELEPHONE/CABLE PROVIDED BY SPECTRUM.
- ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COMPANY.
- THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
- WASTEWATER SERVICES ARE PROVIDED BY THE CITY OF KYLE, TEXAS. (SEE NOTE ABOVE)
- WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS.
- 15' UTILITY EASEMENTS SHALL BE LOCATED ALONG EACH SIDE OF DEDICATED RIGHT OF WAY.
- POST - DEVELOPMENT CONDITIONS RUNOFF RATES SHALL BE NO GREATER THAN THE PRE - DEVELOPED CONDITION FOR 2, 5, 10, 25 AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- THIS SITE IS LOCATED WITHIN HAYS ESD #5.
- THE PROJECT AREA LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER AUTHORITY BEING IN THE RECHARGE ZONE AND THE BARTON SPRINGS EDWARDS AQUIFER CONSERVATION DISTRICT.
- ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.
- NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTORS ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.
- 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.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITION 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  
(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 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.

FLOOD PLAIN NOTE:

NO PORTION OF THIS SITE IS WITHIN THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN OF ANY WATERWAY THAT IS WITHIN THE LIMITS OF STUDY OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY N.F.I.P. FLOOD INSURANCE RATE MAP 48209C0270F, DATED SEPTEMBER 2, 2005, THIS TRACT FALLS WITHIN ZONE "X".  
(AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

CITY CERTIFICATION:

THIS PLAT OF HAYS C.I.S.D. ELEMENTARY SCHOOL NUMBER 16 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: \_\_\_\_\_

STATE OF TEXAS     §                      KNOWN ALL MEN BY THESE PRESENTS  
COUNTY OF HAYS     §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH IT'S 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 AS INSTRUMENT NUMBER \_\_\_\_\_, O.P.R.H.C.TX.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

ELAINE H. CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

STATE OF TEXAS     §                      KNOWN ALL MEN BY THESE PRESENTS  
COUNTY OF HAYS     §

I, ELAINE H. 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 RESOLUTION NUMBER \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK OF SAID COUNTY THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, A.D.

ELAINE H. CARDENAS, COUNTY CLERK  
HAYS COUNTY, TEXAS

HAYS COUNTY WATER/WASTEWATER NOTE:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

\_\_\_\_\_  
MARCUS PACHECO, DIRECTOR  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ERIK VAN GAASBEEK, R.S., C.F.M.  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

\_\_\_\_\_  
DATE

FINAL PLAT OF HAYS C.I.S.D. ELEMENTARY SCHOOL NUMBER 16 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 BRYDSON, PRESIDENT  
ANTHEM M.U.D. NO. 1

\_\_\_\_\_  
DATE

STATE OF TEXAS     §                      KNOWN ALL MEN BY THESE PRESENTS  
COUNTY OF HAYS     §

OWNER'S CERTIFICATION:  
THAT THE UNDERSIGNED, HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, OWNER OF 13.074 ACRES, AS RECORDED IN DOCUMENT NO. 21070170, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, OUT OF THE ANDREW DUNN SURVEY NO. 9, ABSTRACT NO. 4, DO HEREBY SUBDIVIDE SAID 13.074 ACRES TO BE KNOWN AS :

ANTHEM PHASE 4B FINAL PLAT

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS PREVIOUSLY GRANTED AND NOT RELEASED.

\_\_\_\_\_  
HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
215100 I.H. - 35, KYLE, TEXAS 78640

\_\_\_\_\_  
DATE

STATE OF TEXAS     §                      KNOWN ALL MEN BY THESE PRESENTS  
COUNTY OF HAYS     §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, \_\_\_\_\_, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

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

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

SURVEYORS NOTICE:

ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS OF THIS SURVEY SHOWN HEREON, IS THE TEXAS COORDINATE SYSTEM NAD83, TEXAS SOUTH CENTRAL ZONE, UTILIZING STATIC OBSERVATIONS AND CORRECTIONS PERFORMED BY THE NGS-OPUS WEBSITE.

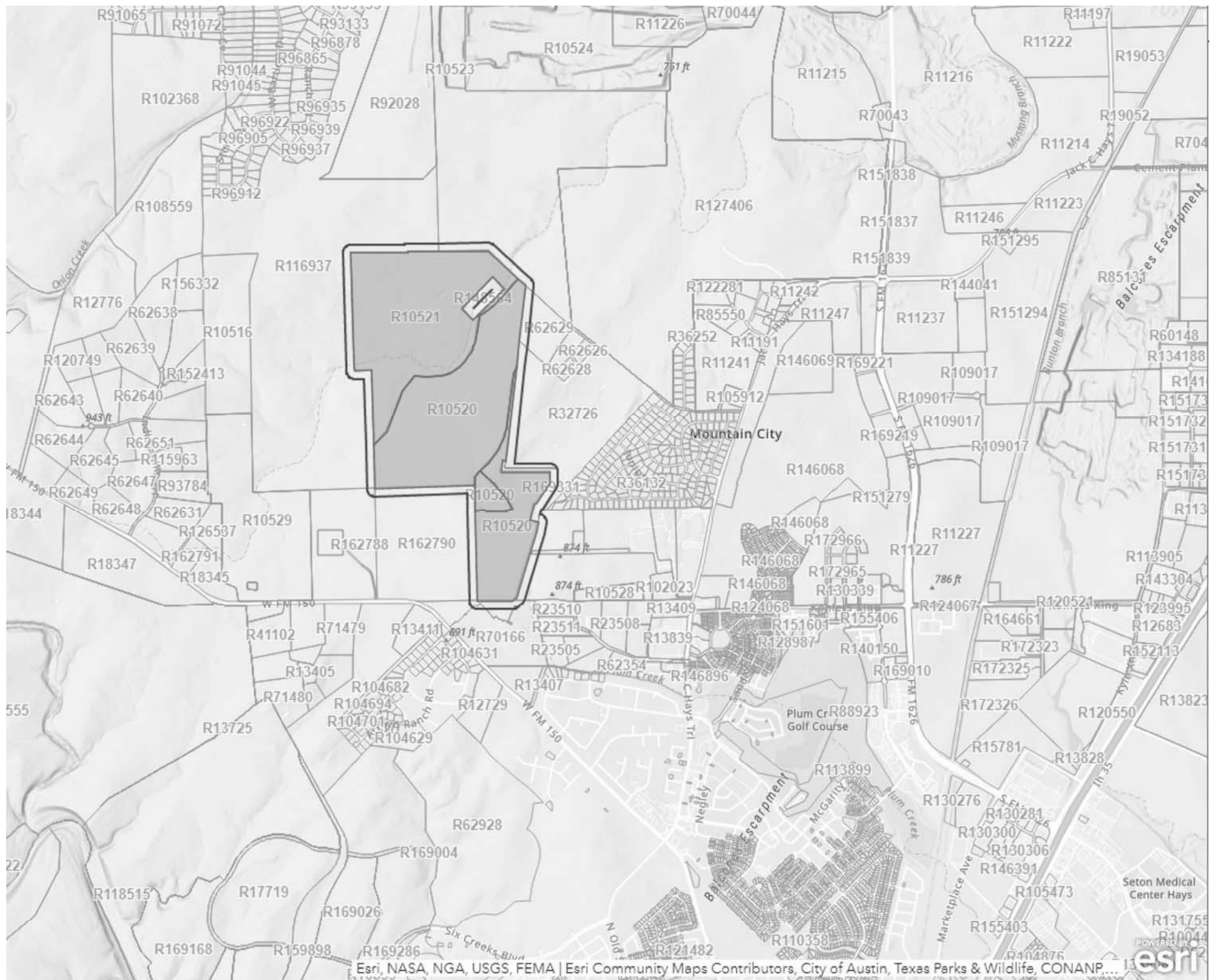
SURVEYOR'S CERTIFICATION:

I, SCOTT A. HAHN, AM REGISTERED IN THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION AND THAT THE MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

\_\_\_\_\_  
SCOTT A. HAHN  
TEXAS REGISTRATION NO. 6375  
SPOT ON SURVEYING  
614 JERRY'S LANE  
BUDA, TX. 78610  
TBPLS FIRM NO.: 10193894

\_\_\_\_\_  
DATE







## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

T. CRUMLEY

**Sponsor:**

Commissioner Smith

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**Agenda Item:**

Discussion and possible action to authorize the execution of an agreement with HDR Architecture, Inc. for Phase 2 of the long-term Facility Space Needs Assessment for the Precinct 4 offices in Dripping Springs and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/T.CRUMLEY**

**Summary:**

Phase 1 of the Facility Space Needs Study has been completed by HDR, and we are ready to proceed to Phase 2 of the project. Phase 2 will mesh space programs that HDR has assisted both Hays County and the City of Dripping Springs in developing. The HDR team will be providing floor plans options, site options at the Village Grove site, exterior character studies and a probable cost estimate.

**Fiscal Impact:**

Amount Requested:\$84,700

Line Item Number: 001-645-00.5741

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) for a professional service.

G/L Account Validated Y/N?: Yes, Miscellaneous Capital Improvements

New Revenue Y/N?: N/A

Comments:

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**Attachments**

Professional Service Agreement - HDR Ph 2

HDR Scope & Fees - Phase 2

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

**HAYS COUNTY**, a political subdivision of the State of Texas (hereinafter the “County”) with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **HDR Architecture, Inc.** (hereinafter “Contractor”), whose primary place of business is located at 8750 N. Central Expressway, Suite 100, Dallas, Texas 75231-6431, hereby enter into this Professional Services Agreement (hereinafter “Agreement”) effective the 14th day of February, 2023 (hereinafter “Effective Date”). The County and Contractor (collectively “the parties to this Agreement” or “the parties”) agree as follows:

**1. OVERVIEW**

Phase 2 will validate how much overall space would be needed for a joint Hays County and City of Dripping Springs facility. The study will mesh space programs that HDR has assisted both Hays County and the City of Dripping Springs in developing. The HDR team will be providing floor plans options, site plan options at the Village Grove site, exterior character studies and a probable cost estimate.

**2. SERVICES**

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

**3. ADDITIONAL TERMS**

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

**4. DURATION**

The parties agree that the Work shall be completed on a timeline that is agreed upon in advance of project commencement by the Parties (hereinafter the “Completion Date”). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

**5. COMPENSATION**

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit “B.” Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Eighty-Four Thousand Seven Hundred dollars (\$84,700 USD) for the Work under this Agreement.



## **6. PAYMENT**

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

## **7. NOTICE OF COMPLETION**

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

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

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

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

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

## **9. INSURANCE**

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

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



## **10. MUTUAL INDEMNITY**

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

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

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

## **11. COMPLIANCE WITH LAWS**

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

## **12. SURVIVAL**

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

## **13. FORCE MAJEURE**

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

## **14. SEVERABILITY**

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

## **15. MULTIPLE COUNTERPARTS**

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

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

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

## **17. WAIVER BY PARTY**

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

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

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

## **19. ASSIGNMENT**

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

## **20. BINDING EFFECT**

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

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

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

## **22. WORK PRODUCT**

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

## **23. TERMINATION BY COUNTY**

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

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

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

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

By: Ruben Becerra  
Hays County Judge

\_\_\_\_\_  
HDR Architecture, Inc.

By: Chad Anderson  
Title Authorized Representative

ATTEST:

\_\_\_\_\_  
Elaine H. Cardenas MBA PhD  
Hays County Clerk

**EXHIBIT A & B**  
**Scope of Work and Fee Schedule**

(See attached documents)



February 7, 2023

Mr. Walt Smith  
Hays County, Commissioner Pct. 4  
195 Roger Hanks Parkway  
Dripping Springs, Texas 78620

**Re: Scope of Services – Joint County & CoDS Facility Study, Phase 2**

Dear Commissioner Smith,

We've recently completed Phase 1 of this Facility Space Needs Study for Hays County. On February 2, 2023, it was discussed to proceed with Phase 2 – to validate how much overall space would be needed for a joint Hays County and City of Dripping Springs facility. The study will mesh space programs that HDR has assisted both Hays County and the City of Dripping Springs in developing. The HDR team will be providing floor plans options, site plan options at the Village Grove site, exterior character studies and a probable cost estimate.

Our **Scope of Services** is based upon the following tasks:

**2.1 Task One \_ Space Program Verification, Blocking and Floor Plans (3 weeks)**

Develop Alternative Concept & Layouts

- a. Review the space programs prepared by Chris Casey/HDR for both City of Dripping Springs and Hays County, to verify what's the overall square footage that will be needed for a joint/shared facility in the Dripping Springs Area. Determine which spaces could be shared and which shared spaces are duplicated that could be omitted or adjusted.
- b. Perform Blocking Meeting(s) with twelve (12) City of DS Departments, plus their shared spaces.
- c. Work with City of DS Staff to determine Critical adjacencies of spaces identified in their program dated 8.April.2022
- d. Prepare departmental distribution plans, that are integrated with County department distribution plans - showing the varying departmental distribution of space on that departments preferred floor level.
- e. Prepare floor plans of a multi-level City/County shared facility that identifies each individual programmatic space

**2.2 Task Two \_ Site Plan Test Fits (2 weeks)**

Develop Space Program

- a. Create up to three (3) site options for the 7 acre (Parcel 2) in a planned development Village Grove in Dripping Springs, TX (located off Rob Shelton Blvd./south of Hwy 290)
- b. Will study impacts of a two and three level facility.
- c. Allocate area on site, providing an expandable area where a future building addition could be located.
- d. Discuss existing operational philosophy and policies, procedures, and techniques- that could affect site configuration or access.
- e. Verify required parking counts for visitors, staff and delivery vehicles.
- f. Create a parking configuration (option) with secure staff parking.
- g. Discuss site and building security requirements: public access / security access points / staff access.
- h. Review contracted activities, requirements and adjacent proposed retail that can impact site configuration.

### **2.3 Task Three \_ Exterior Character Studies (3 weeks)**

Develop Alternatives

- a. Provide imagery/stylistic examples to help County/City to confirm that design team is proceeding in the correct direction. This to happen prior to starting any 3D views
- b. Create exterior elevations – 3D views of proposed facility (up to 3 different options will be prepared)

### **2.4 Task Four \_ Probable Cost Estimate (1 week)**

Develop Phased approach if necessary

- a. Work with a Central Texas General Contractor to check updated costs/pricing. This contractor has experience in delivering Public Buildings.
- b. Estimate will also include and project soft costs (design fee's, contractor fee's, furniture, etc.)

#### **Schedule**

Task One _ Space Program Verification, Blocking and Floor Plans	<b>3 Weeks</b>
Task Two _ Site Plans	<b>2 Weeks</b>
Task Three _ Exterior Character Studies	<b>3 Weeks</b>
Task Four _ Probable Cost Estimate	<b>1 Week</b>



**Fee Summary**

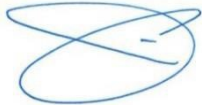
We propose to complete the above Tasks by end of April 2023, approximately 9-10 weeks from NTP, for an hourly/not to exceed **\$84,700.00** (Our hourly rate sheet is attached and expenses will be invoiced separately at cost).

**Invoices**

HDR will submit a monthly invoice for all work completed to invoice date. Time and materials charges and additional services beyond those described in the Scope of Services will be invoiced as per attached hourly rate sheet at direct cost, plus 10%. Additional Services shall only be performed when directed by County to HDR. Mileage will be charged at prevailing IRS rates.

We appreciate the opportunity to perform these services for Hays County and continue our role as a trusted advisor. Please call me at 832.316.5241 should you have any questions regarding this proposal.

Sincerely,  
**HDR Architecture, Inc.**



Chris Casey, AIA, LEED AP  
Civic Principal / Architect



Chad W. Anderson, AIA, LEED AP BD+C  
Associate Vice President

cc: file

Approved:

Authorized signature on behalf of Hays County:

---

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

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

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

**EXHIBIT A**

**Fee/Rate Schedule**

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



## Hays County Commissioners Court

Date: 02/14/2023

Requested By:

Sponsor: Commissioner Ingalsbe

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**Agenda Item:**

Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Centro Cultural Hispano de San Marcos, Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**

**Summary:**

Grant funds can only be used by the Grantee for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from shutdowns and other direct and indirect impacts of COVID-19.

Attachment: Grant Agreement  
Centro Cultural Hispano de San Marcos PW

**Fiscal Impact:**

Amount Requested: \$12,140.00  
Line Item Number: 011-763-99-159.5600\_018

**Budget Office:**

Source of Funds: American Rescue Plan (ARPA) Fund  
Budget Amendment Required Y/N?: Yes  
Comments: N/A  
\$12,140 - Increase Centro Cultural Hispano de San Marcos Project Contribution 011-763-99-159.5600\_018  
(\$12,140) - Decrease ARPA Operating Expense 011-763-99-159.5301

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A  
G/L Account Validated Y/N?: Yes  
New Revenue Y/N?: N/A  
Comments:

---

**Attachments**

ARPA Agreement - Centro Cultural Hispano de San Marcos  
CCHSM PW

# **HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT**

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY, CONSULT WITH YOUR COUNSEL AS APPROPRIATE, AND DO NOT SIGN IT IF YOU HAVE ANY QUESTIONS, AS YOUR SIGNATURE BELOW BINDS YOU TO EACH OF THE REPRESENTATIONS AND OBLIGATIONS DETAILED IN THIS AGREEMENT.

This Agreement is entered into by and between Hays County (“Hays County”) and Amanda Rodriguez Principal Officer of Centro Cultural Hispano De San Marcos (“Beneficiary”), located at PO BOX 1553, San Marcos, TX 78667 on the date below written.

## **SECTION 1 – FUNDING**

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$12,140.00 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), CSLFRF Assistance Listing Number Hays County ALN 21.027. As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Beneficiary with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

## **SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT**

Grant funds may be used to mitigate Beneficiary’s financial hardship from the increased costs and revenue loss as a result of the public health emergency or its negative economic impacts. Through the grant the Beneficiary will be able to recover the recover decreased revenue.

## **SECTION 3 – BENEFICIARY REPRESENTATIONS AND OBLIGATIONS**

Funds are provided to Beneficiary to support continued operations of Beneficiary’s current Hays County business/special-purpose unit of local government /non-profit entity (501(c)(3) and 501(c)(19) organizations only).

Beneficiary acknowledges that the use of Grant funds can only be used for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19. The use of grant funds for prohibited expenses or investments may result in an action to recover funds misspent, with interest and such costs as may be allowable by law.

Grantee certifies, warrants and represents that Beneficiary is in full compliance with and not delinquent in payment of any taxation to which Beneficiary is subject, Beneficiary is a special-purpose unit of local government or a 501(c)(3) or a 501(c)(19) or is a small business that has no more than five hundred (500) full-time equivalent employees as of January 24, 2023 or is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632), and that Beneficiary fully qualifies for receipt of federal funds originally disbursed to Hays County to address negative economic impacts associated with the COVID-19 pandemic.

Beneficiary will provide and cooperate with any information and documentation requests necessary to evaluate compliance with this Agreement, including, without limitation, applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200). Additionally, Beneficiary will provide and cooperate with any information and documentation requests necessary to support subrecipient compliance with administration of ARP funding, including reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.

By signing below, *Beneficiary certifies that all of the following statements are true:*

- The business/special-purpose unit of local government /non-profit (501(c)(3) or 501(c)(19) entity only) is located in Hays County and has a valid license or authorization to operate in the State of Texas.
- The Beneficiary is either:
  - A special-purpose unit of local government
  - A 501(c)(3); or
  - A 501(c)(19); or
  - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
  - A small business that has no more than 500 payroll employees as of January 24, 2023.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
  - K-12 School
  - College or university

- Library
  - A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
  - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
  - Beneficiary certifies that 4 (four) employees were employed by the business/special-purpose unit of local government/non-profit as of February 07, 2023.

#### **SECTION 4 - NONDISCRIMINATION CLAUSE**

During the performance of this Agreement, Beneficiary covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

#### **SECTION 5 – MISCELLANEOUS**

A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.

B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.

D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.

E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.

F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to



participate in such negotiate shall eliminate this condition precedent to judicial or quasi-judicial action.

G. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.

H. **Assignment:** Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.

I. **Notices:** Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.

J. **Severability:** If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.

K. **Integration:** This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.

L. **Public Disclosure:** The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created January 24, 2023 through December 31, 2026.

## **SECTION 6 – PAYMENT**

A. **Amount of Grant:** The amount to be paid to the Beneficiary for the provision and administration of Eligible Activities under this Grant Agreement shall be the total budget amount included in the Section 1 of this Grant Agreement, payable as follows: Fifty percent (50%) of the total amount of SLFRF Funds (Initial Payment) authorized under this Grant Agreement shall be payable upon execution of this Agreement and the remaining fifty percent (50%) of the SLFRF Funds authorized under this Agreement (Final Payment), shall be payable upon verification of completed project work, validation of actual expenditures and subject to compliance with the voucher procedures as described below.

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Beneficiary as authorized in Section 6 (A) above and shall be expressly contingent upon (i) the Beneficiary submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Eligible Activities performed and the payment requested as reimbursement for such Eligible Activities, (b) certifies that the Eligible Activities performed and the payment requested are in accordance with the terms of this Grant Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Beneficiary during the preceding month, and (ii) review, approval and audit of the Voucher by the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the Eligible Activities specified herein and in accordance with applicable performance requirements.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

**IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.**

BENEFICIARY: Centro Cultural Hispano De San Marcos

Owner Name: Amanda Rodriguez

Owner Title: President

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_



# HCTX111\_Centro Cultural Hispano de San Marcos

HAYS COUNTY ARPA SLFRF PROJECT

# HCTX111\_Centrl Cultural de San Marcos

1	Centro Cultural Hispano de San Marcos .....	2
1.1	Designating a Public Health Impact .....	2
1.2	Designing a response to a pandemic harm.....	2
1.3	Program Summary .....	3
2	Comparative Analysis.....	3
2.1	Reasonableness & Proportionality.....	3
3	Eligibility.....	4
3.1	Final Rule.....	4

# 1 CENTRO CULTURAL HISPANO DE SAN MARCOS

## 1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Centro Cultural Hispano de San Marcos (CCHSM) is a 501(c)(3) nonprofit organization that provides programs, classes, and interactive events for people of all ages to learn about and share Hispanic heritage.

CCHSM operates in the former Bonham Elementary School at 211 Lee St., San Marcos, TX 78666 (Qualified Census Tract 105<sup>1</sup>). The building (owned by the San Marcos Consolidated Independent School District) serves as office space and event space, and is the location of an art gallery, library, and a Mexican American cultural museum.

In years prior to 2020, i.e., 2018 and 2019, CCHSM hosted art sales, a luncheon, and a gala; these events were able to raise over \$52,000 in 2018 and over \$75,000 in 2019. In 2020, COVID-19 group and crowd restrictions prohibited CCHSM from hosting these events in-person. They did not have an art sale in 2020, but they were able to partner with local restaurants for a “Cinco de Mayo – Curbside” in place of their luncheon, and they hosted their gala virtually; consequently, their fund raising from these events was reduced to \$14,594 (\$5,719 from the curbside event, \$8,875 from the gala). However, CCHSM used reserve funds to award \$1,800 in scholarship funds for the first time.

While the pandemic prevented in-person gatherings, CCHSM ensured members maintained social connection(s) by using technology to hold virtual art classes for teens and adults in Spring 2020 and Summer 2020. Their annual seven week Olé Summer Camp program, which is provided at no cost to children ages six to 12, was also done virtually in 2020.

CCHSM’s Form-900’s for 2019 (\$127,225) and 2020 (\$121,701) were used to determine pandemic-induced revenue loss. CCHSM experienced a revenue loss of \$5,524 in 2020 due to a decrease in contributions and the inability to host in-person fund raising events<sup>2</sup>.

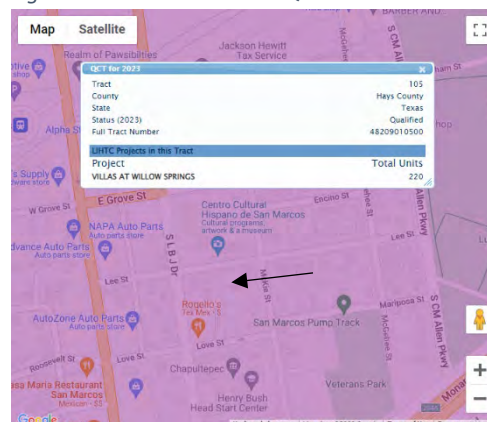
## 1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Under the Coronavirus State and Local Fiscal Recovery Fund’s (SLFRF) responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate CCHSM’s financial hardship from the revenue loss. Through a grant of \$12,140 CCHSM will be able to:

- Recover decreased revenue

The Final Rule enumerated Assistance to Nonprofits, defining them as 501(c)(3)s or (19)s, as an eligible use in which recipients could consider declines in revenues, e.g., from donations and fees, or increased

Figure 1: CCHSM Location – QCT



<sup>1</sup> Figure 1 is from <https://egis.hud.gov/cpdmaps/> median income layer

<sup>2</sup> Fiscal Year runs from 01/01 to 12/31 of the same calendar year



costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

### 1.3 PROGRAM SUMMARY

CCHSM provided their Form-990's for 2018, 2019, and 2020 to support their eligibility as a beneficiary under the SLFRF. Documentation supports the pandemic induced decrease in revenue. A cost analysis of decrease in revenue was completed to determine cost reasonableness and proportionality to the harm experienced

The validation and cost reasonableness analysis determined CCHSM can demonstrate a pandemic related harm up to \$12,140 the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. CCHSM's initial award is \$12,140.

## 2 COMPARATIVE ANALYSIS

### 2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic CCHSM saw a reduction in its revenue, which is primarily funded by contributions and grants, and income from annual funding events such as a luncheon and a gala.

*Table 1: CCHSM Form-990 Revenue Loss*

	2019	2020
1 Contributions and grants	162,959	111,842
2 Program service revenue	2,409	465
3 Membership	9,060	9,708
6d Net Income or loss	(47,278)	(314)
8 Other revenue	75	
9 Total revenue	127,225	121,701
		(5,524)
		-4%
Projected Growth		\$133,841
Revenue Loss		(\$12,140)

The ARPA SLFRF grant is critical to help CCHSM recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was an 4% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35<sup>3</sup> to count projected annual growth in accordance with the US Treasury's revenue loss calculation, CCHSM's loss of revenue is \$12,140 for 2020.

<sup>3</sup> 31 CFR Part 35 Final Rule, C. Revenue Loss, Step 2, Footnote 282, "the final rule updates the percentage to 5.2% as shown in Step 2".

## 3 ELIGIBILITY

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### 3.1 FINAL RULE<sup>4</sup>

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “specifically those that are 501(c)(3) or 501(c)(19) tax exempt organizations”.

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- Decreased revenue, e.g., from reduced contributions

When a recipient provides funds to address that impact, it is then providing direct assistance to the nonprofit as a beneficiary under Subsection (c)(1) of Sections 602 and 603 of Title VI of the Social Security Act, amended by ARPA. Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- Loans or grants to mitigate financial hardship<sup>5</sup>

#### 3.1.1 Disproportionately Impacted Communities

“The final rule streamlines and aligns services and standards that are generally applicable or are provided for public health purposes. Under this approach, eligible uses to respond to the public health emergency are organized based on the type of public health problem: 1) COVID-19 mitigation and prevention, 2) medical expenses, 3) behavioral health care, and 4) preventing and responding to violence. Under this approach, eligible uses to respond to the negative economic impacts of the public health emergency are organized based on the type of beneficiary: 1) assistance to households, 2) assistance to small businesses, and 3) assistance to nonprofits”. These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries<sup>6</sup>

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<sup>4</sup> 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

<sup>5</sup> 31 CFR Part 35 – Final Rule A. Public Health and Negative Economic Impacts 1. Final Rule Structure, c. Assistance to Nonprofits

<sup>6</sup> 31 CFR Part 35 Final Rule A. Public Health and Negative Economic Impacts 1. General Provisions: Structure and Standards, Rule Structure



# HAYS COUNTY

## American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

### Applicant Information

<u>Applicant Name</u>	CENTRO CULTURAL HISPANO DE SAN MARCOS		
<u>Address</u>	PO BOX 1553		
<u>City</u>	SAN MARCOS	<u>State</u>	TX
<u>Zip Code</u>	78667		
<u>Organization Type</u>	501 (C)(3)		
<u>Telephone</u>	(512) 878-0640		
<u>Point of Contact</u>	AMANDA RODRIGUEZ		
<u>Title</u>	PRESIDENT		
<u>DUNS or EIN Number</u>	593835816		
<u>Amount Requested</u>	\$12,140.00		

### Eligibility

1 <u>Is the Organization a 501(c)(3) or 501(c)(19)?</u>	<u>Yes</u>
2 <u>Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas?</u>	<u>Yes</u>
3 <u>Is the Organization currently in operation?</u>	<u>Yes</u>
4 <u>What is the Period of Performance for this grant?</u>	<u>March 3, 2021 through December 31, 2024</u>
5 <u>Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County?</u>	<u>No</u>
6 <u>Has any federal, state, or local funding been received for this service or program?</u>	<u>No</u>



# HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	

## Eligibility Documentation

7 Proof of 501(c)(3) or 501(c)(19):

Form 990 IRS Filing 2019 or later	X
IRS Determination Letter	
Texas Exemption Verification Letter	

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	
Labor Hours and Rates	
Change Orders	
Other	

Specify:

9 Documents showing the increase in need generated by the pandemic:

Specify:

10 Documents showing decreased revenue:

	X
Other	

Specify:

Form 990s



# HAYS COUNTY

## Certifications

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- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations

Initials

AR

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials

AR

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance)

Initials

AR

  
Signature

AMANDA RODRIGUEZ

Print Name

PRESIDENT

Title

Date

2/6/2023



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Marcus Pacheco, Director

**Sponsor:**

Commissioner Ingalsbe

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### Agenda Item

Discussion and possible action to consider granting a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities and allow issuance of On-Site Sewage System permit to the owner of 1324 Old Martindale Rd., San Marcos, TX. **INGALSBE/PACHECO**

### Summary

The property owner of 1324 Old Martindale Rd. in Precinct 1 has applied for a permit to replace the On-Site Sewage Facility. Public Water Utility Service is being provided by the City of San Marcos. The owner is requesting a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities which specifies that "A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development Regulations."

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### Attachments

Variance Request

Survey

Location Map





## Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640

(P) 512-393-2150 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

### Variance Request Form

**Overview:**

The Variance Request Form is for a non-compliant property seeking a variance from a Regulation adopted by Hays County. The decision to grant or deny a variance is at the complete discretion of the Hays County Development Services and/or the Hays County Commissioners Court.

**Instructions:**

The Variance Request Form should be completed in its entirety. Any incomplete forms will not be accepted and returned to the Owner / Applicant. Documents are required to be attached to the Variance Request Form. Recorded copies of the required documents can be obtained at the Hays County Clerk's Office.

**Fee:**

Type I – Administrative Variance - \$100

Type II – Commissioners Court Determination Variance - \$500

**Definitions:**

**Applicant** – A person seeking approval of an application submitted pursuant to the Hays County Development Regulations.

**Owner(s)** – The holder(s) of a legal or equitable interest in real property as shown by the deed records of the county in which the property is located, and which has been included in an application or Development Authorization under the Hays County Development Regulations.

**Variance** – A grant of relief by Hays County from a Regulation adopted by Hays County under the authority of the Hays County Commissioners Court.

**Owner / Applicant Information:**Business Name: OM24 LLC, A Series of STR8 Roof LLCOwner Name: OM24 LLC, A Series of STR8 Roof LLCOwner Address: 1883 W Royal Hunte Dr STE 200A Cedar City, UT 84720Primary Phone: 5124022637Secondary Phone: 5125605574Primary E-mail: STR8RoofLLC+OM24@gmail.com

Secondary E-mail: \_\_\_\_\_

Applicant Name: Andrew McEwenApplicant Address: 1320 Old Martindale Rd. San Marcos, TX 78666Primary Phone: 5125605574

Secondary Phone: \_\_\_\_\_

Primary E-mail: andrew.mcewen@gmail.com

Secondary E-mail: \_\_\_\_\_

**Property Information:**

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

Phase: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

If not located in a subdivision,

Survey / Abstract: J. Veramendi Survey, Abstract Number 17, Hays County, TexasRecorded (Vol/Page/Instrument): Deed# 22033708Hays Central Appraisal District Property ID "R" Number: R12055Hays County Commissioner Precinct: ☒ 1 ☐ 2 ☐ 3 ☐ 4**Type of Variance (check all that apply):**

- ☒ Variance to the Hays County Development Regulations
- ☐ Variance to the Hays County Rules for Junkyards and Automotive Wrecking and Salvage Yards
- ☐ Variance to the Hays County Development Services Fee Schedule

**Variance Justification:**

All variance requests must be accompanied by the section of current Regulations being appealed and the reason sought for the variance. Please fill out the below section, attaching any additional sheets needed to support the reason sought for the variance.

Chapter / Section of Regulations being Appealed	Reason for Variance
Septic Regulations - 10.w.1	The city of San Marcos recently aquired 9 of my 12 acres through eminent domain to assist in completing the Blanco River Flood Mitigation Project - CDBG-DR. As a result, I am being forced to move a septic tank that has been in place and functioning properly for decades. I need this variance granted in order to drop the new tank in before contstruction begins.

### Hardship Findings:

1. Describe the actual situation of the property in question in relation to neighboring or similar properties such that no special privilege not enjoyed by other similar situated properties may be granted.

This is a residential structure resembling all the same standard attributes as surrounding properties and structures which already contain working septic systems. Granting this would only bring this property into privilege already enjoyed by surrounding structures.

2. Describe how strict enforcement of the Regulation would deny the Applicant the privileges or safety of similarly situated property with similar development.

I have been told the property is not in compliance and in order to bring the property into compliance the property would be subject to the platting requirements out of Texas Local Government Code: Chapter 232, since it appears the creation of the property was recent. -- Nothing about this property was created recently, aside from the change in records caused by the acquisition made by the city. All properties surrounding this (and this property included) currently have fully functioning septic.

3. Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, or injurious to other property, or will not prevent the orderly development of the land in the area in accordance with these Regulations.

Nothing is really changing aside from the location of the already in place and fully functioning septic tank, which has been in place for decades.

4. Describe how the hardship sought to be avoided is not the result of the Applicant's own actions being self-imposed or self-created and/or economic or financial hardship.

I had no choice but to sell this land to the city, failure to issue a permit to replace the perfectly working septic tank that is on land the city took is of no fault of my own, and frankly, is just wrong.

**Required Documents (please attach the below documents to this request):**

1. Deed(s) – A copy of the deed(s) for all properties relating to this request.
2. Survey / Metes & Bounds – A copy of any survey or metes and bounds description for all properties relating to this request.

**Acknowledgement:**

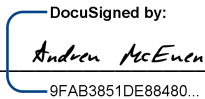
I hereby certify that I have submitted an application in compliance with the Hays County Development Regulations and other applicable local, state, and federal laws. I know that this Request Form will not be acted upon unless a completed application currently exists with Hays County Development Services. Submittal of this Request form without an existing application may result in immediate denial.

**Owner's / Applicant's Certification:**

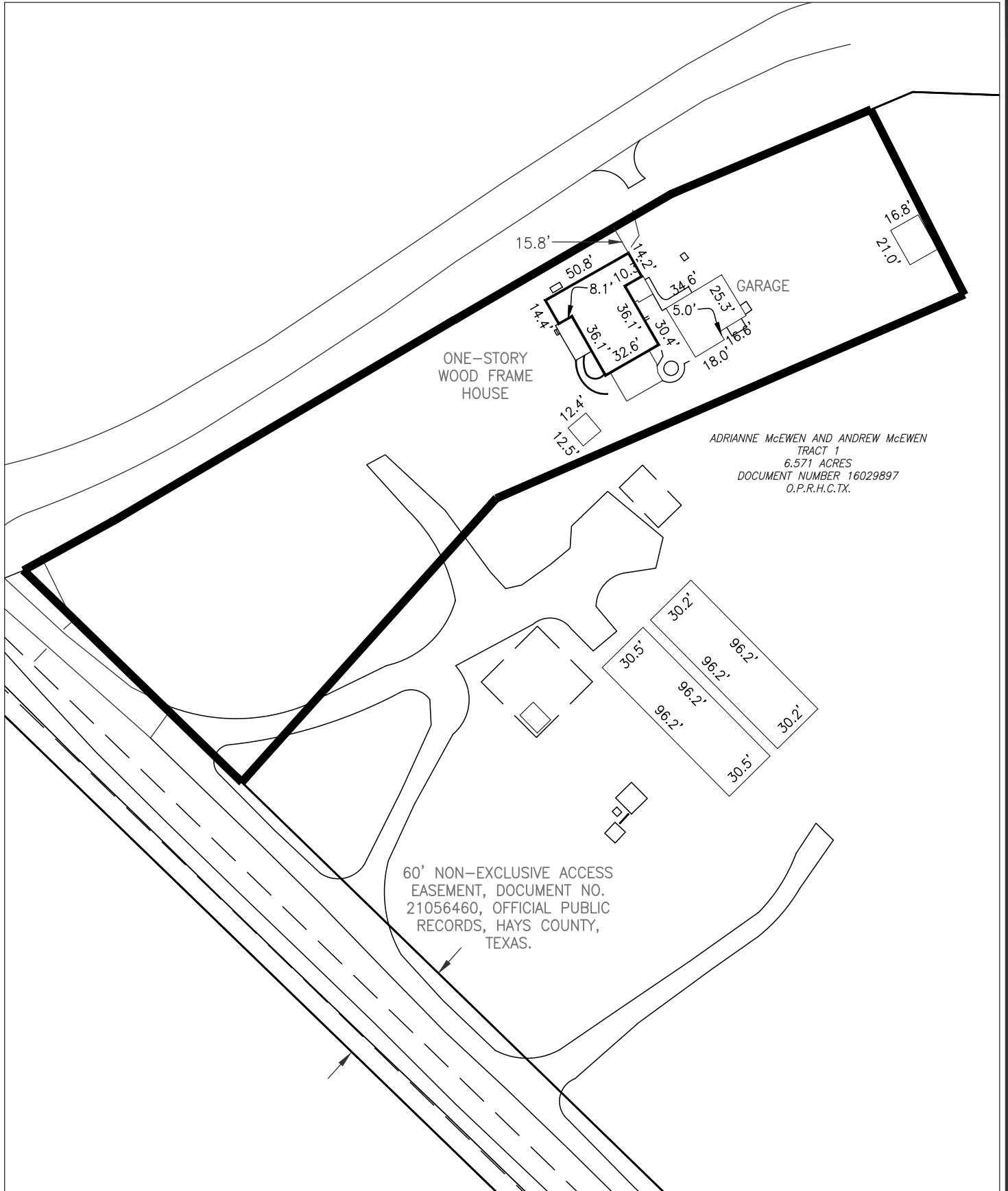
I hereby certify that I have carefully read and completed this Request Form. All the above information is true and correct to the best of my knowledge. I hereby agree to comply with all provisions of local, state, and federal laws whether they are herein specified or not. As the Owner of the above-mentioned property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspection and to take all other actions necessary to review and act upon this request.

Date: 10/17/2022

Print Owner / Applicant Name: Andrew McEwen

Owner / Applicant Signature:  9FAB3851DE88480...

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION



TRACT 1 DETAIL

## LOCATIONS



# ZWA

**Zamora, L.L.C.**  
**Professional Land Surveyors**

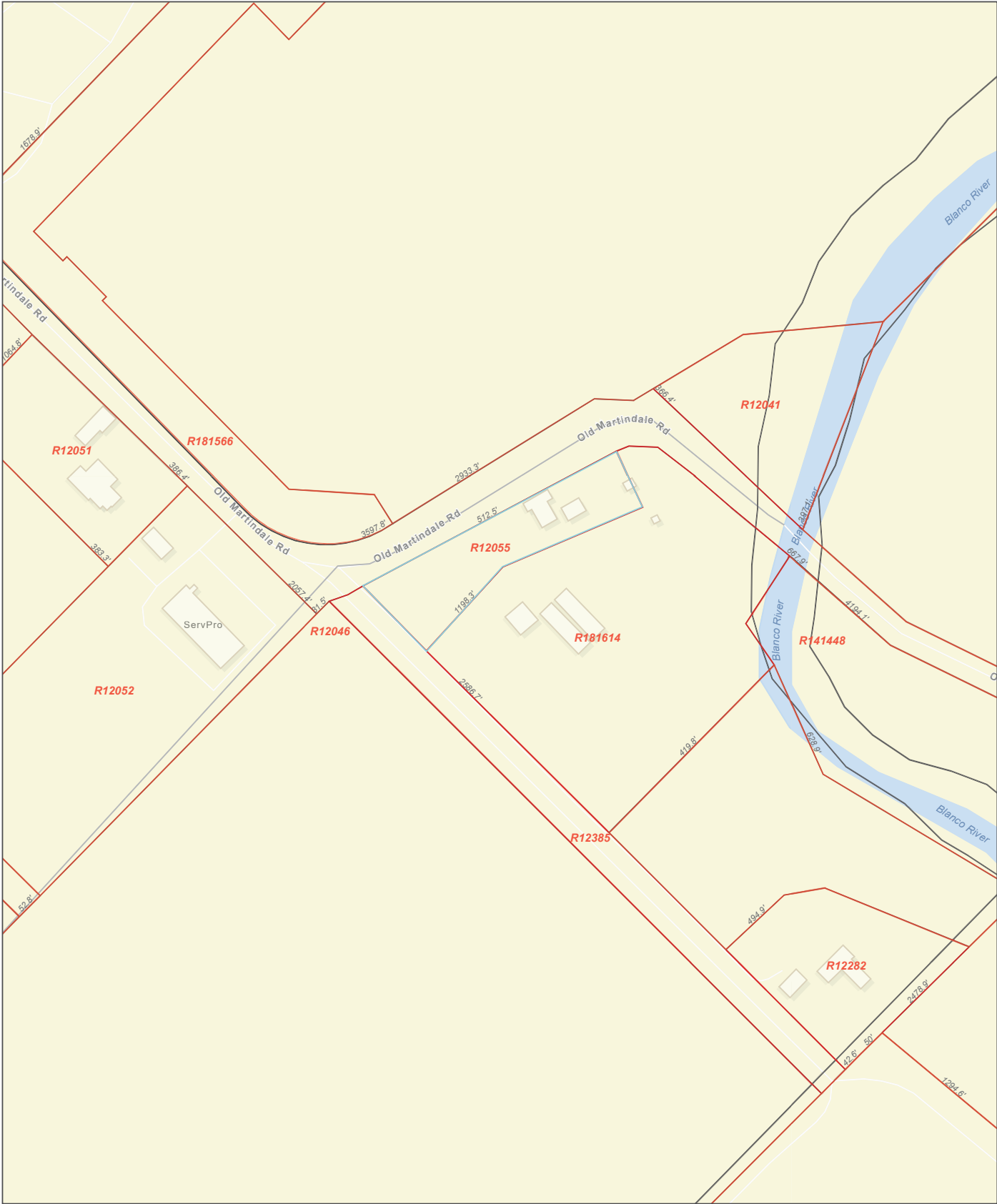
Texas Firm No. 10062700  
1425 South Loop 4 • Buda, Texas 78610  
Tel: (512) 295-6201 • Fax (512) 295-6091

PROJECT: 1.291 ACRE




JOB NUMBER: 1027-26  
DATE: JANUARY 2022  
SCALE: 1" = 70'  
SURVEYOR: ZAMORA  
TECHNICIAN: DWC  
DRAWING: 1027-26 TRACT 1.dwg  
FIELDNOTES:  
PARTYCHIEF:  
FIELDBOOKS:

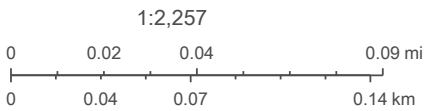
EXHIBIT TO ACCOMPANY LEGAL  
DESCRIPTION OF 1.291 ACRE  
TRACT OF LAND SITUATED IN THE  
J. VERAMENDI SURVEY, ABSTRACT  
NUMBER 17, HAYS COUNTY, TEXAS.

# Hays CAD Web Map



2/8/2023, 11:06:33 AM

-  Abstracts
-  Parcels
-  Lot Lines



Esri Community Maps Contributors, City of Austin, City of San Marcos, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, Foursquare, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,





## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Jerry Borcharding

**Sponsor:**

Commissioner Cohen

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**Agenda Item:**

Discussion and possible action to award a contract for IFB 2023-B07 Precinct 2 Office - Parking Lot Expansion with Faulkenberg Construction Company Inc. in the amount of \$572,458.76. **COHEN/BORCHERDING**

**Summary:**

On November 22, 2022, the Commissioners Court approved the Purchasing Division to solicit bids for IFB 2023-B07 Precinct 2 Office - Parking Lot Expansion. The Purchasing Division received eight (8) responsive bids from the following companies:

Cox Commercial Construction  
Falkenberg Construction Company, Inc.  
Green Dream International  
Lone Star Sitework, LLC  
Majestic Services, Inc.  
Meyers Concrete Construction, LP  
Noble General Contractors, LLC.  
Tegrity Contractors

It is staff's recommendation to award to Falkenberg Construction Company, Inc.

**Fiscal Impact:**

Amount Requested: \$572,458.76

Line Item Number: 020-710-00.5448\_010

**Budget Office:**

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes, Invitation For Bid 2023-B07 Precinct 2 Office - Parking Lot Expansion

G/L Account Validated Y/N?: Yes, Contract Service Road Work

New Revenue Y/N?: N/A

Comments:

---

**Attachments**

Bid Tabulation

(PE) Contract IFB 2023-P07

## Notice

### Basic Information

<b>Estimated Contract Value (USD)</b>	\$0.00 (Not shown to suppliers)
<b>Reference Number</b>	0000304497
<b>Issuing Organization</b>	Hays County
<b>Owner Organization</b>	Hays County
<b>Project Type</b>	IFB - Invitation for Bid (Formal)
<b>Project Number</b>	IFB 2023-B07
<b>Title</b>	IFB 2023-B07 Precinct 2 Office - Parking Lot Expansion
<b>Source ID</b>	PU.AG.USA.1605725.C11101176
<b>Piggyback Solicitation</b>	No

### Details

<b>Location</b>	Hays County, Texas
<b>Job Location</b>	Precinct 2 Office, Kyle
<b>Description</b>	Hays County (County) is issuing this Invitation for Bid (IFB) for the expansion of the parking lot at the Hays County Precinct 2 Office, located at 5500 FM 2770, Kyle, TX 78640.

### Dates

<b>Publication</b>	11/25/2022 09:58 AM CST
<b>Question Acceptance Deadline</b>	12/07/2022 05:00 PM CST
<b>Questions are submitted online</b>	No
<b>Closing Date</b>	12/29/2022 12:00 PM CST

<b>Prebid Conference</b>	12/02/2022 10:00 AM CST
--------------------------	-------------------------

### Contact Information

Stephanie Hunt  
5123932283  
purchasing@co.hays.tx.us

## Bid Result Publication Revision

**Publication Type**

Bid Results

**Green Dream international**

<b>Organization Name</b>	Green Dream international
<b>Bid Amount</b>	\$811,040.95
<b>Bid Rank</b>	5
<b>Address</b>	32 W. 8th St. suite no 607 Erie Pennsylvania 16501 United States

**Falkenberg Construction Co., Inc.**

<b>Organization Name</b>	Falkenberg Construction Co., Inc.
<b>Bid Amount</b>	\$572,458.76
<b>Bid Rank</b>	1
<b>Address</b>	205 Cheatham St., Suite 2 San Marcos Texas 78666 United States

**Cox Commercial Construction**

<b>Organization Name</b>	Cox Commercial Construction
<b>Bid Amount</b>	\$1,532,034.50
<b>Bid Rank</b>	8
<b>Address</b>	2009 Ranch Road 620 N. #180 Austin Texas 78734 United States

**Myers Concrete Construction, LP**

<b>Organization Name</b>	Myers Concrete Construction, LP
<b>Bid Amount</b>	\$1,096,239.00
<b>Bid Rank</b>	7
<b>Address</b>	P.O. Box 2928 Wimberley Texas 78676 United States

**Noble General Contractors, LLC**

<b>Organization Name</b>	Noble General Contractors, LLC
<b>Bid Amount</b>	\$594,000.00
<b>Bid Rank</b>	2
<b>Address</b>	450 Lange Road

Wimberley Texas  
78676 United States

**Tegrity Contractors**

<b>Organization Name</b>	Tegrity Contractors
<b>Bid Amount</b>	\$822,777.07
<b>Bid Rank</b>	6
<b>Address</b>	202 N. Allen Drive, Suite E Allen Texas 75013 United States

**Majestic Services, Inc.**

<b>Organization Name</b>	Majestic Services, Inc.
<b>Bid Amount</b>	\$624,283.00
<b>Bid Rank</b>	3
<b>Address</b>	8120 N. IH-35, Suite 101 Austin Texas 78753 United States

**Lone Star Sitework, LLC**

<b>Organization Name</b>	Lone Star Sitework, LLC
<b>Bid Amount</b>	\$773,861.50
<b>Bid Rank</b>	4
<b>Address</b>	PO BOX 1867 Wimberley Texas 78676 United States



# SOLICITATION, OFFER AND AWARD

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

Solicitation No.: IFB 2023-B07  
Precinct 2 Office – Parking Lot Expansion

Date Issued: November 24, 2022

## SOLICITATION

Respondents must submit proposals as listed: two (2) originals and one (1) digital copy on a thumb drive  
Proposals will be received at the Hays County Purchasing Office at the address shown above until:  
**12:00 p.m. local time December 15, 2022.**

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

For information please email:  
[purchasing@co.hays.tx.us](mailto:purchasing@co.hays.tx.us)

Questions concerning this RFP must be  
received in writing no later than 5:00  
on December 7, 2022.

Phone No.: (512) 393-2283

## OFFER (Must be fully completed by Respondent)

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

**MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.**

Respondent		Respondent's Authorized Representative	
Entity Name:	Falkenberg Construction Co., Inc.	Name:	Carson Wallace
Mailing Address:	2435 109th St. Grand Prairie, TX 75050	Title:	Project Manager
		Email Address:	cwallace@falkenbergconstruction.com
		Phone No.:	(512) 792-1914
Signature: 		Date: 12/20/22	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:		John Castro, President jcastro@falkenbergconstruction.com (512) 466-9695	

## NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor: <i>Falkenberg Construction</i>	<i>Project per Scope and bid form</i>	<i>\$572,458.76</i>
This contract issued pursuant to award made by Commissioners Court on:	Date: <i>February 14, 2023</i>	Term of Contract: <i>until project completion</i>
		Agenda Item:

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

Hays County Judge

Date

Hays County Clerk

Date

**Attachment A - Schedule of Rate and Prices**  
**IFB 2023-B07 Precinct 2 Office - Parking Lot Expansion**

<b>Bid Item</b>	<b>Bid Item Spec</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	COA 700S	Mobilization	1	LS	\$17,769.14	\$17,769.14
2	COA 102S	Clearing and Grubbing	2	AC	\$5,040.89	\$10,081.78
3	COA 641S	Stabilized Construction Entrance	1	EA	\$1,890.33	\$1,890.33
4	COA 642S	Silt Fence	1,003	LF	\$3.78	\$3,791.34
5	COA 610S	Tree Protection Fencing	694	LF	\$7.56	\$5,246.64
6	COA 620S	Inlet Protection	2	EA	\$189.04	\$378.08
7	COA 609S	Soil Stabilization (Top Soil/Seeding/Watering)	1,370	SY	\$1.58	\$2,164.60
8	COA 104S	Demo, Remove & Dispose Concrete Curb, Sidewalks	443	LF	\$4.10	\$1,816.30
9	HC 1.03	Embankment, Level Up Existing Detention Pond	3,652	CY	\$10.08	\$36,812.16
10	HC 1.04	Excavation, 16" for Pavement Section, 2 feet BOC	3,333	SY	\$6.30	\$20,997.90
11	HC 1.06, 1.08	Subgrade Conditioning, 2 feet BOC	3,333	SY	\$7.56	\$25,197.48
12	HC 3.00	Flexible Base, 8"	3,333	SY	\$15.12	\$50,394.96
13	HC 4.00	Prime Coat	3,000	SY	\$0.95	\$2,850.00
14	HC 6.00	Hot Mix Asphaltic Concrete (HMAC), 1.5"	3,000	SY	\$18.59	\$55,770.00
15	COA 430S	Concrete Curb & Gutter, Spill Curb	1,404	LF	\$35.29	\$49,547.16
16	COA 510	12" HDPE Storm Pipe, including fittings	7	LF	\$90.74	\$635.18
17	COA 510	18" HDPE Storm Pipe, including fittings	428	LF	\$103.34	\$44,229.52
18	COA 510	36" HDPE Storm Pipe, including fittings	78	LF	\$138.62	\$10,812.36
19	COA 509S	Trench Safety (Storm Sewer)	535	LF	\$2.52	\$1,348.20
20	COA 506S	5'x5' Junction Box	1	EA	\$5,671.00	\$5,671.00
21	COA 503S	Standard 10' Curb Inlet	1	EA	\$7,687.36	\$7,687.36
22	COA 503S	5'x5' Junction Box with Grate Inlet Top	1	EA	\$6,238.10	\$6,238.10
23	COA 414S	Concrete Retaining Wall, Class A	2,000	SF	\$45.37	\$90,740.00
24	COA 623S	Dry Stack Wall	1,120	SF	\$46.63	\$52,225.60
25	COA 508S	Pond Outfall Structure	1	LS	\$3,780.67	\$3,780.67
26	COA 591S	Rock Rip-Rap at Pond Outfall	5	SY	\$113.42	\$567.10
27	COA 16550S	Site Lighting, including Foundation, Pole & Conduit	10	EA	\$5,292.94	\$52,929.40
28	COA 860S	4" White, Solid Pavement Striping	1,152	LF	\$9.45	\$10,886.40
<b>Total Amount of Bid</b>						<b>\$572,458.76</b>

**Total Amount of Bid - Written Out**

**Five hundred seventy-two thousand, four hundred fifty-eight**

**Dollars and**

**Seventy-six**

**Cents**

HC Hays County Specification

COA City of Austin Specification



## Appendix C

### BID FORM

#### **PROJECT IDENTIFICATION**

Project No. IFB 2023-B07

#### **THIS BID IS SUBMITTED TO:**

Electronically: BidNet Direct: [www.bidnetdirect.com//hayscounty](http://www.bidnetdirect.com//hayscounty)

#### **Manually:**

Hays County Purchasing Department  
Attn: Stephanie Hunt  
712 South Stagecoach Trail, Suite 1071  
San Marcos, Texas 78666

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

All Bids will be considered non-responsive if the following forms are not signed and submitted with the Bid.

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over COUNTY.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices and will pay not less than the Prevailing Wage Rates for Hays County, Texas. **The work will be substantially completed by 120 calendar days from notice to proceed (NTP).**

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:  
Falkenberg Construction Co., Inc.

---

2435 109th St  
Grand Prairie, TX 75050

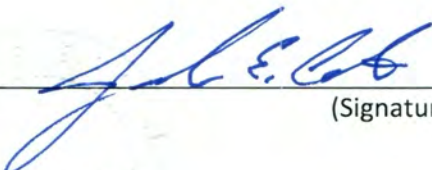
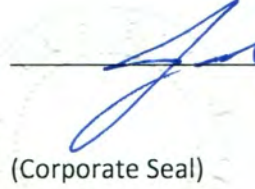
---

A Corporation

By Falkenberg Construction Co., Inc. (SEAL)  
(Corporate Name)

Texas  
(State of Incorporation)

By John E. Castro (SEAL)  
(Name of Person Authorized to Sign)

  
(Signature)  
  
(Corporate Seal)

Attest: Freemusea E Dominguez  
(Secretary)

Business Address  
2435 109th St.  
Grand Prairie, TX 75050

Phone Number: (214) 324-4779 Fax Number: (214) 324-4667  
Email: jcastro@falkenbergconstruction.com

Date of Qualification to Do Business is November 23, 1983



## V. Vendor Reference Form

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

### REFERENCE ONE

Company Name: Williamson County Facilities

Address: 3101 SE Inner Loop, Georgetown, TX 78626

Contact Person and Title: Angel Gomez, Senior Project Manager

Phone Number: (512) 943-1625

Scope & Duration of Contract: Remote Restroom Install, grading, concrete, and utility feeds (heavy trenching)

Email: angel.gomez@wilco.org

### REFERENCE TWO

Company Name: Jones Lang LaSalle c/o Bank of America

Address: 2635 Boca Chica Blvd, Brownsville TX 78521

Contact Person and Title: Danielle Jones - Project Manager

Phone Number: (469) 847-2004

Scope & Duration of Contract: \_\_\_\_\_

Email: danielle.jones@jll.com

### REFERENCE THREE

Company Name: Jones Lang LaSalle c/o Bank of America

Address: 12574 Research Blvd., Austin, TX 78759

Contact Person and Title: Felice Hays - Project Manager

Phone Number: (972) 214-8806

Scope & Duration of Contract: Removal of 7200 SY asphalt, repair subgrade/base, repave with 2" HMAC, restripe.  
Duration 1 month

Email: felice.hayes@am.jll.com



**RLI Insurance Company**  
9025 N. Lindbergh Dr. Peoria, IL 61615  
P.O. Box 3967 Peoria, IL 61612-3967  
Phone: 309-692-1000 Fax: 309-683-1610

## BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Falkenberg Construction Co., Inc.  
of 2435 109th Street, Grand Prairie, TX 75050  
as Principal, and RLI Insurance Company, of Peoria,  
Illinois, as Surety, an Illinois corporation duly licensed to  
do business in the State of Texas, are held and firmly bound unto  
Hays County, Texas, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666, as Oblige, in the penal sum of  
Five Percent of the Greatest Amount Bid (5% GAB),  
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a  
proposal or a bid to the Oblige on a contract for Precinct 2 Office - Parking Lot Expansion  
5500 FM 2770, Kyle, Texas 78640; Project No. IFB 2023-B07.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified  
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for  
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will  
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the  
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event  
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to  
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety  
(90) days after the acceptance of said bid of the Principal by the Oblige.

SIGNED, SEALED AND DATED this 20th day of December, 2022.

Falkenberg Construction Co., Inc.  
Principal  
By: [Signature]

**RLI Insurance Company**

By: [Signature]  
Peggy Logan, Attorney in Fact

**ADDRESS ALL CORRESPONDENCE TO:**

**RLI Insurance Company**  
9025 N. Lindbergh Dr. Peoria, IL 61615  
P.O. Box 3967 Peoria, IL 61612  
309-692-1000



# POWER OF ATTORNEY

## **RLI Insurance Company Contractors Bonding and Insurance Company**

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### **Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Steven Lott, David C. Oxford, Barton Russ, Bret Tomlinson, Sheri R. Allen, Peggy Hogan, Sherrel Breazeale, jointly or severally

in the City of Dallas, State of Texas its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 20th day of July, 2022.



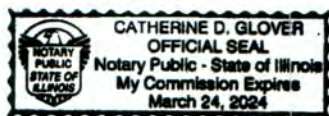
**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Barton W. Davis  
Barton W. Davis Vice President

State of Illinois }  
County of Peoria } SS

On this 20th day of July, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover  
Catherine D. Glover Notary Public



### **CERTIFICATE**

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of DECEMBER, 2022.

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick  
Jeffrey D. Fick Corporate Secretary





RLI Insurance Company  
P.O. Box 3967 Peoria, IL 61612-3967  
Phone: 309-692-1000 Fax: 309-683-1610

## Texas Policyholder Notice

### TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company's** toll free telephone number for information or to make a complaint at 800-645-2402.

You may also write to **RLI Insurance Company** at:

9025 N. Lindbergh Drive  
Peoria, IL 61615  
FAX # 309-683-1610

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

You may also write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number: (512) 490-1007  
Web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim, you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### **ATTACH THIS NOTICE TO YOUR POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

### TEXAS AVISO IMPORTANTE

Para obtener informacion o para presentar una queja:

Usted puede llamar al numero de telefono gratuito de **RLI Insurance Company** para obtener informacion o para presentar una queja al 800-645-2402.

Usted tambien puede escribir a **RLI Insurance Company**:

9025 N. Lindbergh Drive  
Peoria, IL 61615  
FAX # 309-683-1610

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener informacion sobre companias, coberturas, derechos o quejas al 1-800-252-3439.

Usted puede escribir al Departamento de Seguros de Texas a:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax Number: (512) 490-1007  
Sitio web: [www.tdi.texas.gov](http://www.tdi.texas.gov)  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

#### **DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:**

Si tiene una disputa relacionada con su prima de seguro o con reclamacion, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, puede comunicarse con el Departamento de Seguros de Texas.

#### **ADJUNTE ESTE AVISO A SU POLIZA:**

Este aviso es solamente para propositos informativos y no se convierte en parte o en condicion del documento adjunto.



# VII. Conflict of Interest Questionnaire

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 150px; margin-top: 5px;"></div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <p style="margin-left: 40px;">Falkenberg Construction Co., Inc.</p>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <p style="text-align: center; margin-left: 100px;">N/A</p> <p style="text-align: center; margin-left: 100px;">Name of Officer</p>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <p style="margin-top: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p> <p style="margin-top: 20px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 100px;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No         </p>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p> <p style="margin-top: 20px;">N/A</p>		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 40px;"> <div style="width: 45%;"> <p style="text-align: center; margin-left: 100px;">               Signature of vendor doing business with the governmental entity           </p> </div> <div style="width: 45%; text-align: right;"> <p style="margin-top: 20px;">12/20/2022</p> <p>Date</p> </div> </div>		



## VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE:  \_\_\_\_\_

PRINT NAME & TITLE: John E. Castro

COMPANY NAME: Falkenberg Construction Co., Inc.



## IX. Hays County Practices Related to Historically Underutilized Businesses

### 1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

### 2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

### 3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:



- a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
  - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
  - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
- a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
  - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
  - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
  - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

  
\_\_\_\_\_  
Signature

12/20/2022  
\_\_\_\_\_  
Date

X. Hays County House Bill 89 Verification

I, John E. Castro (Person name), the undersigned representative of  
Falkenberg Construction Co., Inc. (Company or Business name, hereafter referred to as Company) being an adult  
over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and  
verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter  
2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

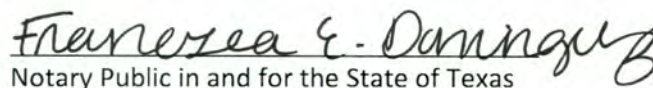
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

  
\_\_\_\_\_  
Signature of Company Representative

12/20/2022  
\_\_\_\_\_  
Date

On this 20th day of December, 20 22, personally appeared John E. Castro, the  
above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

  
Notary Public in and for the State of Texas

(if other than Texas, Write state in here \_\_\_\_\_)

12/20/22  
\_\_\_\_\_  
Date





XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Falkenberg Construction Co., Inc.  
Company Name

John E. Castro  
Print Name of Company Representative

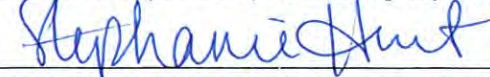
  
Signature of Company Representative

12/20/2022  
Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Stephanie Hunt  
Print Name of Hays County Purchasing Representative

  
Signature of Hays County Purchasing Representative

2.7.2023  
Date

IFB 2023-B07  
Solicitation Number



## XII. Debarment and Licensing Certification

STATE OF Texas

§

COUNTY OF HAYS


§

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Falkenberg Construction Co., Inc.

Name of Firm



John E. Castro

Printed Name of Certifying Official

President

Title of Certifying Official

12/20/2022

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by John E. Castro on this the day of 20th, 2022, on behalf of said Firm.

Francesca E. Dominguez

Notary Public in and for the State of Texas

(if other than Texas, Write state in here \_\_\_\_\_)

My commission expires: 8-10-2025



### XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

☒ Does not own taxable property in Hays County, or;

☐ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Falkenberg Construction Co., Inc.  
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

\_\_\_\_\_

  
Signature of Company Official Authorizing Bid/Offer

John E. Castro  
Printed Name

jcastro@falkenbergconstruction.com  
Email Address

President  
Title

(512) 466-9695  
Phone



## XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

### 1. **Debarment and Suspension (2 CFR 180.220)**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

### 2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

### 3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

### 4. **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."



**5. Wages**

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. 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 as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate 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.

**6. 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.

**7.** 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.

**8.** 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.

**9. Lobbying**

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. 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. 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.

**10. 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.

#### **11. Minority and Women’s Businesses**

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

#### **12. Environmental Standards**

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. 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 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. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. 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).
- k. 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.

#### **13. Historic Properties**



Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

**14. All Other Federal Laws**

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES ☒ NO ☐

Authorized Signature: 

Printed Name & Title: John E. Castro

Respondent's Tax ID: 75-1966126 Telephone: (512) 466-9695

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.



## XV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2<sup>nd</sup> degree of consanguinity or affinity to either of the above<sup>(1)</sup> (Complete Section C)

If no known relationships exist, complete Section D.

**This form is required to be completed in full and submitted with the proposal package.** A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

<u>Section A: Current Hays County Employee</u>		
N/A		
Employee Name	Title	

<u>Section B: Former Hays County Employee</u>		
N/A		
Employee Name	Title	Date of Separation from County

<u>Section C: Person Related to Current or Former Hays County Employee</u>		
N/A		
Hays Employee/Former Hays Employee Name	Title	
Name of Person Related	Title	Relationship

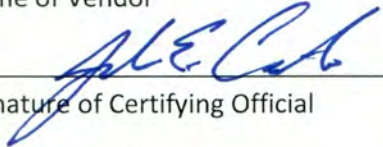
<u>Section D: No Known Relationships</u>		
If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:		
There are no known relationships as defined above.		

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Falkenberg Construction Co., Inc.

Name of Vendor



John E. Castro

Printed Name of Certifying Official

President

Title of Certifying Official

12/20/2022

Date

<sup>(1)</sup>A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother or grandparent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.



## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2283

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Stephanie Hunt  
*Assistant County Auditor*  
[stephanie.hunt@co.hays.tx.us](mailto:stephanie.hunt@co.hays.tx.us)

November 28, 2022

### ADDENDUM #1 IFB 2023-B07 Precinct 2 Office – Parking Lot Expansion

Please find attached Addendum #1 to IFB 2023-B07 Precinct 2 Office – Parking Lot Expansion

#### Updated Dates for Pre-bid and Bid Due Date:

- Updated Pre-Bid Meeting:
  - Friday, December 2, 2022 @ 10:00 AM (CST)
- Updated Due Date:
  - December 20, 2022 @ 12:00 PM (CST)

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Signature

Falkenberg Construction Co., Inc.

Company Name

12/20/2022

Date

Addendum #1 to IFB 2023-B07 Precinct 2 Office – Parking Lot Expansion  
Issue Date: November 28, 2022

## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2283

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Stephanie Hunt  
*Assistant County Auditor*  
[stephanie.hunt@co.hays.tx.us](mailto:stephanie.hunt@co.hays.tx.us)

December 20, 2022

### ADDENDUM #2

#### IFB 2023-B07 Precinct 2 Office – Parking Lot Expansion

Please find attached Addendum #2 to IFB 2023-B07 Precinct 2 Office – Parking Lot Expansion. Hays County received an email with questions by the deadline, but the email was sitting in the email junk folder and was not seen until December 20. The due date is being extended to December 29, 2022, so that the questions that were submitted can be answered.

#### Updated Bid Due Date:

- Updated Due Date:
  - December 29, 2022 @ 12:00 PM (CST)

Acknowledge receipt of this addendum by signing and returning this page with your proposal.



Signature

Falkenberg Construction Co., Inc.

Company Name

12/27/2022

Date

Addendum #2 to IFB 2023-B07 Precinct 2 Office – Parking Lot Expansion  
Issue Date: December 20, 2022

## OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, Texas 78666  
512-393-2283

Marisol Villarreal-Alonzo, CPA  
*County Auditor*  
[marisol.alonzo@co.hays.tx.us](mailto:marisol.alonzo@co.hays.tx.us)

Stephanie Hunt  
*Assistant County Auditor*  
[stephanie.hunt@co.hays.tx.us](mailto:stephanie.hunt@co.hays.tx.us)

December 27, 2022

### ADDENDUM #3

#### IFB 2023-B07 Precinct 2 Office – Parking Lot Expansion

Please find attached Addendum #3 to IFB 2023-B07 Precinct 3 Office – Parking Lot Expansion. Questions were answered by both Hays County and Doucet Engineers.

#### Attached in this Addendum

- Questions & Answers

Acknowledge receipt of this addendum by signing and returning this page with your proposal.



Signature

Falkenberg Construction Co., Inc.

Company Name

12/29/2022

Date



**Addendum 3**  
**IFB 2023-B07 Precinct 2 Office – Parking Lot Expansion**  
**Questions & Answers**

**Questions:**

1. Please indicate if Note K on sheet 6 is relevant or indicate where the retaining wall(s) will be.
  - *Note K callout is missing from the pond on Sheet 6 and should indicate the detention pond walls are to be constructed as concrete retaining walls. Detail is provided on Sheet 15*
2. Street Line Plan (Sheet 1 of 1) shows a small addition of a parking lot where the proposed detention pond will be. Please verify this is not part of the scope to be additional parking.
  - *The electrical designer used an older version of the site plan for his site lighting plan. The additional parking area only shows on this sheet and should be omitted from the scope.*
3. Sheet 15, shows a detail for the earth retaining wall section. Can you indicate if this is the detail we use for the retaining wall at the new detention pond or if this is intended for something else?
  - *Note K callout is missing from the pond on Sheet 6 and should indicate the detention pond walls are to be constructed as concrete retaining walls. Detail is provided on Sheet 15*



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

T. CRUMLEY

**Sponsor:**

Commissioner Shell

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### Agenda Item

Discussion and possible action to adopt and reaffirm Civil Rights Policies and Procedures to include the HUD Section 3 presentation for the TxCDBG Hays County Cedar Oaks Mesa Waterline Improvement Project, Contract CDV21-0346. **SHELL/T.CRUMLEY**

### Summary

As a recipient of TxCDBG funds for the Cedar Oaks Mesa Waterline Improvement project, Hays County is required to adopt and reaffirm several Civil Rights Policies and procedures in conformity with the Civil Rights Act, the Fair Housing Act, HUD Section 3 Opportunities, and stating that the County will promote Fair Housing. The policies to be reaffirmed are the Excessive Force Policy (A1003), the Fair Housing Policy (A1015), the Section 504 Policy (A1004) and the Code of Conduct Policy (A1002). The copies of these documents provided in the back-up are the previously signed documents that will be reaffirmed with the included Resolution.

The Civil Rights Policy to be adopted is a Citizen Participation Plan (A1013). This new plan allows the County the opportunity to post notices of Public Hearings as opposed to only publishing them, thus allowing a less expensive and time restrictive option to obtain the required 72-hour notice to the public.

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### Attachments

Resolution

Service Area Map

A1013 Citizen Participation Plan

A1003 Excessive Force Policy

A1015 Fair Housing Policy

A1004 Section 504 Policy

A1002 Code of Conduct Policy



## **Resolution**

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

**WHEREAS**, the County of Hays, Texas, (hereinafter referred to as “County of Hays”) has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as “TDA”); and

**WHEREAS**, the County of Hays, in accordance with Section 109 of Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability; and

**WHEREAS**, the County of Hays, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections; and

**WHEREAS**, the County of Hays, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75, is required, to the greatest extent feasible, to provide training and employment opportunities to lower-income residents and contract opportunities to businesses in the Section 3 Service Area; and

**WHEREAS**, the County of Hays, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and the State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations; and

**WHEREAS**, the County of Hays, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project; and

**WHEREAS**, the County of Hays, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

**WHEREAS**, the County of Hays, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing; and

**WHEREAS**, the County of Hays, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts;

NOW THEREFORE, BE IT RESOLVED by the Commissioners Court of Hays County, Texas, That:

THE COUNTY OF HAYS ADOPTS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures (Form A1013).

THE COUNTY OF HAYS REAFFIRMS THE FOLLOWING:

2. Excessive Force Policy (Form A1003);
3. Fair Housing Policy (Form A1015);
4. Section 504 Policy and Grievance Procedures (Form A1004);
5. Code of Conduct Policy (Form A1002);

The County of Hays affirms its commitment to conduct a project-specific analysis and take all appropriate action necessary to comply with program requirements for the following:

6. Section 3 Economic Opportunity;
7. Limited English Proficiency; and
8. Activity to Affirmatively Further Fair Housing Choice.

**ADOPTED THIS THE 14<sup>TH</sup> DAY of FEBRUARY, 2023**

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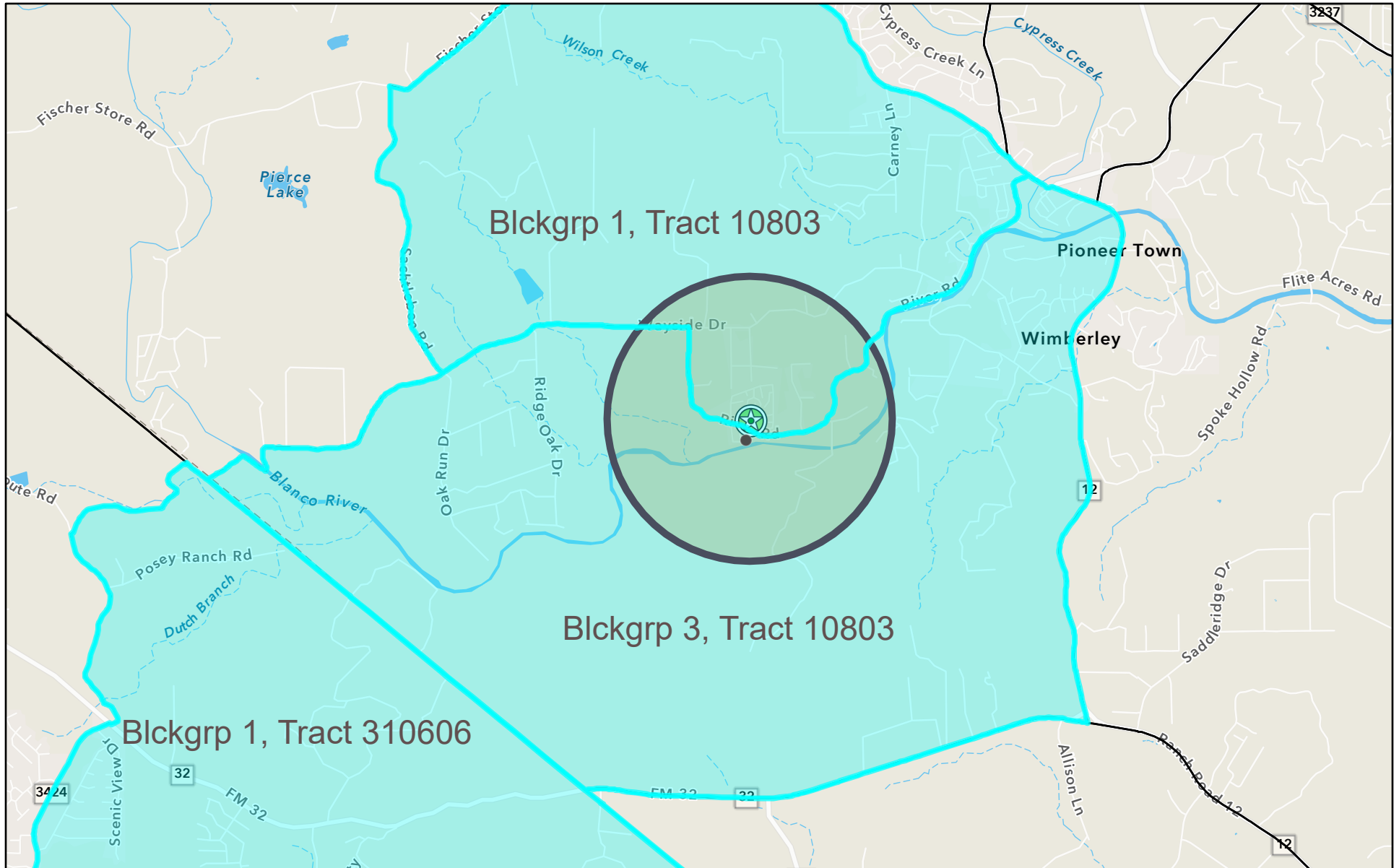
**Ruben Becerra**  
**Hays County Judge**

**ATTEST:**

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**Elaine Cardenas**  
**Hays County Clerk**

# Hays County, TxCDBG Agreement No: CDV21-0346, Section 3 Service Area Map



1/24/2023, 11:09:11 AM

LMISD by Block Group

Census Data	Lowmoduniv
Block Group 1, Census Tract 310606, Comal County, Texas	3010
Block Group 1, Census Tract 10803, Hays County, Texas	1350
Block Group 3, Census Tract 10803, Hays County, Texas	1170
<b>Total Lowmoduniv</b>	<b>5530</b>

1:72,224  
0 0.5 1 2 mi  
0 0.75 1.5 3 km  
City of Austin, Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA  
U.S. Department of Housing and Urban Development, Web AppBuilder for



THE COUNTY OF HAYS  
CITIZEN PARTICIPATION PLAN  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

*Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:*

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have ‘meaningful access’ to all aspects of the TxCDBG project. To provide ‘meaningful access’, Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see LEP.gov

**COMPLAINT PROCEDURES**

These complaint procedures comply with the requirements of the Texas Department of Agriculture’s Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures from the Director of Human Resources, Hays Government Center, Suite 1063, 712 S. Stagecoach Trail, San Marcos, Texas 78666, (512) 393-2215, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the Human Resources Director, Hays Government Center, Suite 1063, 712 S. Stagecoach Trail, San Marcos, Texas 78666 or may call (512) 393-2215.
2. A copy of the complaint or grievance shall be transmitted by the Human Resources Director to the entity that is the subject of the complaint or grievance and to the County’s General Counsel within five (5) working days after the date of the complaint or grievance was received.
3. The Human Resources Director, or selected appointee, shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to the person who made the complaint or grievance within fifteen (15) business days.
4. If the investigation cannot be completed within fifteen (15) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) business days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.

6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate languages.

## TECHNICAL ASSISTANCE

When requested, the County shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The County, based on the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the County, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published or posted at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper or posted in two locations, the County courthouse and on the County website, or the County courthouse and one additional location, either in the project area (or) a well-traveled public building. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the County must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the County shall hold at least one (1) public hearing prior to submitting the application to the Texas Department of Agriculture.
2. The County shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from the closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The County must comply with the following citizen participation requirements in the event that the County receives funds from the TxCDBG program:

1. The County shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the County shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish the notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The County shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from the closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

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Ruben Becerra, County Judge

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Date

EL CONDADO DE HAYS  
PLAN DE PARTICIPACIÓN CIUDADANA  
PROGRAMA DE SUBVENCIONES EN BLOQUE PARA EL DESARROLLO COMUNITARIO DE TEXAS

*Nota para los beneficiarios de la subvención con respecto a los requisitos de dominio limitado del inglés (LEP):*

De acuerdo con la ley federal, si hay un número significativo de la población que no habla inglés y se ve afectada por el proyecto TxCDBG, dichos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar un "acceso significativo", los beneficiarios de la subvención pueden necesitar proporcionar servicios de interpretación en audiencias públicas o proporcionar materiales escritos que no estén en inglés y que se proporcionen rutinariamente en inglés. Ejemplos de tales documentos vitales pueden incluir avisos de Participación Ciudadana (por ejemplo, procedimientos de quejas, avisos de audiencias), avisos de derechos civiles y cualquier otro aviso publicado que pueda permitir que una persona elegible con dominio limitado del inglés participe en la discusión de las actividades propuestas de CDBG.

Para obtener más información, consulte [LEP.gov](http://LEP.gov)

### PROCEDIMIENTOS DE RECLAMACIÓN

Estos procedimientos de queja cumplen con los requisitos del Programa de Subvención en Bloque para el Desarrollo Comunitario de Texas (TxCDBG) del Departamento de Agricultura de Texas y los Requisitos del Gobierno Local que se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos del director de Recursos Humanos, Hays Government Center, Suite 1063, 712 S. Stagecoach Trail, San Marcos, Texas 78666, (512) 393-2245, durante el horario comercial regular.

A continuación, se presentan los procedimientos formales de quejas y quejas con respecto a los servicios prestados bajo el proyecto TxCDBG.

1. Una persona que tenga una queja o queja sobre cualquier servicio o actividad con respecto al proyecto TxCDBG, ya sea un proyecto de TxCDBG propuesto, en curso o completado, puede durante el horario comercial regular presentar dicha queja o queja, por escrito al director de Recursos Humanos, Hays Government Center, Suite 1063, 712 S. Stagecoach Trail, San Marcos, Texas 78666 o puede llamar al (512) 393-2215.
2. Una copia de la queja o queja será transmitida por el director de Recursos Humanos a la entidad que es objeto de la queja o queja y al Asesor Jurídico del Condado dentro de los cinco (5) días hábiles posteriores a la fecha de recepción de la queja o queja.
3. El director de Recursos Humanos, o la persona designada seleccionada, completará una investigación de la queja o queja, si es posible, y proporcionará una respuesta oportuna por escrito a la persona que presentó la queja o queja dentro de los quince (15) días hábiles.
4. Si la investigación no puede completarse dentro de los quince (15) días hábiles por 3 anteriores, la persona que presentó la queja o queja será notificada, por escrito, dentro de los quince (15) días hábiles cuando sea posible después de recibir la queja o queja original y detallará cuándo debe completarse la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación subsiguiente se enviarán al TxCDBG para su revisión y comentarios adicionales.

6. Si corresponde, proporcione copias de los procedimientos de quejas y respuestas a las quejas en inglés y español, u otros idiomas apropiados.

## ASISTENCIA TÉCNICA

Cuando lo solicite, el condado proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. El condado, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

## DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por el condado, se observarán las disposiciones siguientes de audiencias públicas:

1. El aviso público de todas las audiencias debe publicarse o publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público debe publicarse en un periódico local o publicarse en dos ubicaciones, el palacio de justicia del Condado y en el sitio web del Condado, o el palacio de justicia del Condado y una ubicación adicional, ya sea en el área del proyecto (o) un edificio público muy transitado. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo de periódico publicado también se puede utilizar para cumplir con este requisito siempre que cumpla con todos los requisitos de contenido y tiempo. Los avisos también deben colocarse de manera prominente en los edificios públicos y distribuirse a las autoridades locales de vivienda pública y otros grupos comunitarios interesados.
2. Cuando un número significativo de residentes que no hablan inglés son parte del área de servicio potencial del proyecto TxCDBG, los documentos vitales, como los avisos, deben publicarse en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar convenientes para los beneficiarios potenciales o reales e incluirá adaptaciones para personas con discapacidades. Las personas con discapacidades deben poder asistir a las audiencias y el Condado debe hacer arreglos para las personas que requieren ayudas o servicios auxiliares si son contactadas al menos dos días antes de la audiencia.
4. Una audiencia pública celebrada antes de la presentación de una solicitud de TxCDBG debe llevarse a cabo después de las 5:00 PM en un día laborable o en un horario conveniente un sábado o domingo.
5. Cuando se puede esperar razonablemente que un número significativo de residentes que no hablan inglés participen en una audiencia pública, un intérprete debe estar presente para satisfacer las necesidades de los residentes que no hablan inglés.

El condado deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, el condado deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. El condado conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el



Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

El condado debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que el condado recibe fondos del programa TxCDBG:

1. El condado celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, el condado celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en inglés y español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. El condado conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

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Ruben Becerra, Juez de Condado

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Fecha

**A1003**

**Excessive Force Policy**

**Resolution No. \_\_\_\_\_**

**Excessive Force Resolution**

*Re-affirm*  
*#7217189*  
*TX CDRG*

A resolution establishing rules and regulations regarding the use of excessive force during nonviolent civil rights demonstrations, including physically barring entrance to a facility or location which is the subject of such demonstrations, and providing penalties for violations thereof: In the following Hays County, State of Texas, as follows:

**ARTICLE I**

It is the policy of Hays County to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations. The county also prohibits the physical barring of any entrance to, or exit from, such a facility within its jurisdiction.

**ARTICLE II**

It is the policy of the county to enforce this policy to the full extent allowed by law.

**ARTICLE III**

Passed and adopted by the Commissioners Court of Hays County, on the 13th day of January, 2015.

*Bert Cobb*

Bert Cobb, M.D.  
County Judge  
Hays County

**COUNTY OF HAYS, STATE OF TEXAS**

I, Liz Q. Gonzalez, County Clerk for the Commissioners' Court of Hays County, Texas, do hereby certify the foregoing contains a true and correct copy of a resolution passed and adopted by the Commissioners' Court of Hays County, Texas, in a Regular Meeting held on January 13, 2015.

**ATTESTED TO BY:**

*Liz Q. Gonzalez*  
Liz Q. Gonzalez, Hays County Clerk



Fair Housing

DECLARATION OF POLICY

Re-affirm  
#721789  
KCD/KS

It is hereby declared to be the policy of Hays County to bring about through fair, orderly and lawful procedures, the opportunity of each person to obtain housing without regard to race, color, religion, sex, national origin, physical or mental handicap, or familial status.

It is further declared that such policy is established upon a recognition of the inalienable rights of each individual to obtain housing without regard to race, color, religion, sex, national origin, physical or mental handicap, or familial status and further that the denial of such rights through considerations based on these protected classes is detrimental to the health, safety and welfare of the inhabitants of the county and constitutes an unjust denial or deprivation of such inalienable rights which is within the power and the proper responsibility of government to prevent.

Definitions

As used in this policy the following words and phrases shall have the meanings respectively ascribed to them in this section unless the context requires otherwise:

*Director* means the Human Resources Director of Hays County or authorized assistant.

*Discriminatory* housing practice means an act which is unlawful under this policy.

*Dwelling* means any building, structure or portion thereof which is occupied as, or designed and intended for occupancy as, a residence by one or more persons and any vacant land which is offered for sale or lease for the construction or location thereof of any such building, structure or portion thereof.

*Family* means a single individual or a group of individuals living together under one common roof.

*Major life activities* means functions such as, but not limited to, caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

*Person* means one of more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries.

*Physical or mental handicap* means any physical or mental impairment which substantially limits one or more major life activities.

*Physical or mental impairment* shall include:

- (1) Any physiological disorder or condition, cosmetic disfigurement or anatomical loss affecting one of more of the following body systems: neurological; musculoskeletal; special



sense organs; respiratory including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

(2) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

*To rent* includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy premises not owned by the occupant.

*Senior adult* means a person fifty-five (55) years of age or older.

### **Interpretation and Effect**

This policy shall in no way be interpreted as creating or expanding a judicial right or remedy which is the same or substantially equivalent to the remedies provided under Title VIII of the Civil Rights Act of 1968, as amended or the Federal Equal Credit Opportunity Act (15 U.S.C. 1691). All aggrieved parties shall retain the rights granted to them to Title VIII of the Civil Rights Act of 1968, as amended and the Federal Equal Credit Opportunity Act. In construing this policy, it is the intent of the Hays County Commissioners Court that the courts shall be guided by Federal Court Interpretations of Title VIII of the Civil Rights Act of 1968, as amended, and the Federal Equal Credit Opportunity Act, where appropriate.

### **Discrimination in the Sale or Rental of Housing**

Except as exempted, it shall be a violation of this policy:

(1) To refuse to sell or rent after the making of a bona fide offer or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, national origin, physical or mental handicap, or familial status.

(2) To discriminate against any person in the terms, conditions, or privileges of a sale or rental of a dwelling or in the provision of services or facilities in connection therewith because of race, color, religion, sex, national origin, physical or mental handicap, or familial status.

(3) To make, print or publish or cause to be made, printed or published, any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation of discrimination based on race, color, religion, sex, national origin, physical or mental handicap, or familial status, or an intention to make any such preference, limitation or discrimination.

(4) To represent to any person because of race, color, religion, sex, national origin, physical or mental handicap, or familial status, that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.

(5) To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, national origin, physical or mental handicap, or familial status.

### **Discrimination in Housing Financing**

It shall be a violation of this policy for any bank, building and loan association, insurance company, or other person whose business consists in whole or in part in the making of commercial real estate loans to deny a loan or other financial assistance to a person applying therefore for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling or to discriminate against him in the fixing of the amount, interest rate, duration or other terms or conditions of such loan or other financial assistance because of the race, color, religion, sex, national origin, physical or mental handicap, or familial status of such person or such persons associated therewith or because of the race, color, religion, sex, national origin, physical or mental handicap, or familial status, of the present or prospective owners, lessees, tenants or occupants of the dwelling or dwellings for which such loan or other financial assistance is to be made or given.

### **Discrimination in Providing Brokerage Service**

It shall be a violation of this policy for any person to deny another person access to membership in, or participation in any multiple listing service, real estate brokers' organization, or other service, organization or facility relating to the business of selling and renting dwellings or to discriminate against another person in the terms or conditions of such access, membership or participation, on account of race, color, religion, sex, national origin, physical or mental handicap, or familial status.

### **Unlawful Intimidation**

It shall be a violation of this policy for any person to harass, threaten, harm, damage or otherwise penalize any individual, group or business because such individual, group, or business has complied with the provisions of this ordinance or has exercised in good faith rights under this policy, or has enjoyed the benefits of this policy, or because such individual, group, or business has made a charge in good faith, testified in good faith or assisted in good faith in any manner in any investigation, or in any proceeding hereunder or has made any report to the Human Resources Director.

### **Exemptions and Exclusions**

(a) Nothing in this policy shall apply to:

(1) Any single-family house sold or rented by an owner, provided that:

a. Such private individual owner does not own more than three (3) single-family houses at any one time; and,



- b. If the owner does not reside in the house at the time of the sale or was not the most recent resident of such house prior to the sale, the exemption granted by this subsection shall apply only with respect to one such sale within any twenty-four (24) month period; and,
- c. Such bona fide private individual owner does not own any interest in, nor is there owned or reserved on such person's behalf, under any express voluntary agreement, title to or any right to all or any portion of the proceeds from the sale or rental of more than three (3) such single-family houses at any one time; and,
- d. The sale or rental is made without the use in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent or salesman, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesman, or person; and
- e. The sale or rental is made without the publication, posting or mailing of any advertisement or written notice in violation of this ordinance; but nothing in this provision shall prohibit the use of attorneys, escrow agents, abstractors, title companies and other such professional assistance as necessary to perfect or transfer the title.

(2) Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.

(b) For the purposes of subsection (a), a person shall be deemed to be in the business of selling or renting dwellings if:

- (1) He has, within the preceding twelve (12) months, participated as principal in three (3) or more transactions involving the sale or rental of any dwelling or any interest therein; or,
- (2) He has, within the preceding twelve (12) months, participated as agent, other than in the sale of his own personal residence in providing sales or rental facilities or sales or rental services in two (2) or more transactions involving the sale or rental of any dwelling or any interest therein; or
- (3) He is the owner of any dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.

(c) Nothing in this policy shall prohibit a religious organization, association or society or a nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to person of the same religion or from giving preference to such persons, unless membership in such religion is restricted on account of race, color, sex, national origin, physical or mental handicap, or familial status.

(d) Nothing in this policy shall prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members, or from giving preference to its members.

(e) Nothing in this policy shall bar any person from owning and operating a housing accommodation in which rooms are leased, subleased or rented only to persons of the same sex, when such housing accommodation contains common lavatory, kitchen or similar facilities available for the use of all persons occupying such housing accommodation.

(f) Nothing in this policy shall prohibit the sale, rental, lease or occupancy of any dwelling designed and operated exclusively for senior adults and their spouses, unless the sale, rental, lease or occupancy is further restricted on account of race, color, religion, sex, national origin, physical or mental handicap or familial status.

(g) Nothing in this policy shall bar a person who owns, operates or controls rental dwellings whether located on the same property or on one or more contiguous parcels of property, from reserving any grouping of dwellings for the rental or lease to tenants with a minor child or children; provided however, in the event that said reserved area is completely leased or rented, the person owning, operating or controlling said rental dwelling may not refuse to rent or lease any other available dwelling to the prospective tenant on the basis of the tenant's status as parent or any other of the protected classifications set forth in this ordinance.

### **Violations**

No person shall violate any provision of this policy, or knowingly obstruct or prevent compliance with this policy.

## **ENFORCEMENT**

### **Generally**

The Human Resources Director of Hays County shall have the responsibility of administering and monitoring this policy. The Human Resources Director may delegate the authority to administer and/or monitor to other designated county employees.

### **Complaints - Generally**

(a) Any person who claims to have been injured by a discriminatory housing practice or who believes that he will be irrevocably injured by a discriminatory housing practice that is about to occur (hereinafter referred to as the "charging party") may file a complaint with the Human Resources Director. Such complaints shall be in writing and shall identify the person alleged to have committed or alleged to be committing a discriminatory housing practice and shall state the facts upon which the allegations of a discriminatory housing practice are based. The Human Resources Director shall prepare complaint forms and furnish them without charge to any person, upon request.



(b) The Human Resources Director shall receive and accept notification and referral complaints from the U.S. Attorney General and the Secretary of Housing and Urban Development pursuant to the provisions of Title VIII, Fair Housing Act of 1968, Public Law 90-284, and shall treat such complaints hereunder in the same manner as complaints filed pursuant to subsection (a) of this section.

(c) All complaints shall be filed within one hundred eighty (180) days following the occurrence of an alleged discriminatory housing practice. Upon the filing or referral of any complaint, the Human Resources Director shall provide notice of the complaint by furnishing a copy of such complaint to the person named therein (hereinafter referred to as the "respondent") who allegedly committed or were threatening to commit an alleged discriminatory housing practice. The respondent may file an answer to the complaint within fifteen (15) days of receipt of the written complaint.

(d) All complaints and answers shall be subscribed and sworn to before an officer authorized to administer oaths.

(e) If at any time the Human Resources Director shall receive or discover credible evidence and shall have probable cause to believe that any person or persons have committed a discriminatory housing practice as to which no complaint has been filed or is about to be filed, the Human Resources Director shall direct the complaining party to the appropriate venue for the filing of said complaint.

#### **Investigation and Conciliation**

(a) Upon the filing or referral of a complaint as herein provided, the Human Resources Director shall cause to be made a prompt and full investigation of the matter stated in the complaint; provided, however, that before any charge becomes accepted for investigative purposes, the Human Resources Director or an investigator shall have personally reviewed with the charging party the allegations contained therein and shall have determined that said charge comes within the provisions of this policy. In the event such review results in the determination that a particular charge does not come within the provisions of this policy, the charging party shall be given a clear and concise explanation of the reasons why it does not.

(b) If the Human Resources Director determines that there is not probable cause to believe that a particular alleged discriminatory housing practice has been committed, the Human Resources Director shall take no further action with respect to that alleged offense.

(c) During or after the investigation, but subsequent to the mailing of the notice of complaint, the Human Resources Director shall, if it appears that a discriminatory housing practice has occurred or is threatening to occur, attempt by informal endeavors to effect conciliation, including voluntary discontinuance of the discriminatory housing practice and to obtain adequate assurance of future voluntary compliance with provisions of this policy. Nothing said or done in the course of such informal endeavors may be made public by the Human Resources Director, the

commission, the investigator, the conciliator, the charging party, or the respondent, or be used as evidence in a subsequent proceeding without the written consent of all persons concerned.

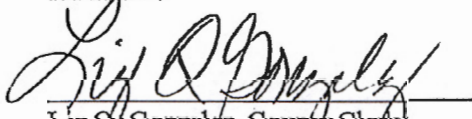
(d) Upon completion of an investigation where the Human Resources Director has made a determination that a discriminatory housing practice has in fact occurred, if the Human Resources Director is unable to secure from the respondent an acceptable conciliation agreement, then the Human Resources Director shall direct the complaining party to the appropriate venue for the filing of said complaint and shall deliver findings to the judicial or administrative authority for that venue, upon request of the complaining party.

As officers and representatives of Hays County, we the undersigned have read and fully agree and become a party to the full implementation of this policy.

PASSED AND ADOPTED at a regular meeting of the Commissioners Court of Hays County held on the 13<sup>th</sup> day of January, 2015.

  
Bert Cobb, County Judge

ATTEST:

  
Liz Q. Gonzalez, County Clerk



**Section 504 Policy  
Against Discrimination based on Handicap  
and  
Grievance Procedures**

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), Hays County hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. Hays County does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. Hays County's recruitment materials or publications shall include a statement of this policy in 1. above.
4. Hays County shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, Hays County shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
  - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for Hays County to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
  - b. Complaints should be addressed to: Shari Miller, Human Resources Director, Hays Government Center, Suite 1063, 712 S. Stagecoach Trail, San Marcos, Texas 78666 at (512) 393-2215, who has been designated to coordinate Section 504 compliance efforts.
  - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.



- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by Shari Miller, Human Resources Director. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Shari Miller, Human Resources Director, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of Hays County relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to Hays County within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that Hays County complies with Section 504 and HUD regulations.

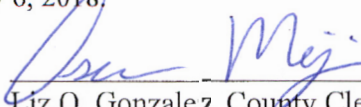
PASSED AND ADOPTED at a regular meeting of the Commissioners' Court of Hays County held on the 6th day of February, 2018.

  
Bert Cobb, County Judge

COUNTY OF HAYS, STATE OF TEXAS

I, Liz Q. Gonzalez, County Clerk for the Commissioners' Court of Hays County, Texas, do hereby certify the foregoing contains a true and correct copy of a resolution passed and adopted by the Commissioners' Court of Hays County, Texas, in a Regular Meeting held on February 6, 2018.

ATTESTED TO BY:

  
Liz Q. Gonzalez, County Clerk



CONFLICT OF INTEREST POLICY

CODE OF CONDUCT

As a Grant Recipient of a TxCDBG contract, Hays County shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of Hays County shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of Hays County shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

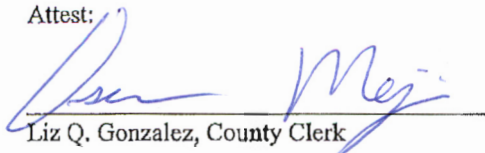
Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the county's attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Passed and adopted by the Commissioners' Court of Hays County, Texas, on the 6th day of February, 2018.

  
Bert Cobb, County Judge

Attest:

  
Liz Q. Gonzalez, County Clerk



**Hays County Commissioners Court****Date:** 02/14/2023**Requested By:****Sponsor:**

Judge Becerra

**Agenda Item:**

Discussion and possible action to authorize a salary exception at the 25th percentile retroactive to January 19, 2023 for the Executive Assistant position in the Office of the Hays County Judge and amend budget accordingly. **BECERRA**

**Summary:**

The Executive Assistant was offered the position with the salary at the 25 percentile given her Bachelor of Science in Criminal Justice and Master of Public Administration degrees, as well as her previous experience as an intern in the Office of the Hays County Judge.

**Fiscal Impact:**

Amount Requested: \$11,259 (annualized)

Line Item Number: 001-600-00]

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Potential funding source, County Wide salary adjustments

Fiscal Impact:

\$39,780	Base Salary
\$44,753	25th Percentile (1/19-1/31/23)
\$49,228	10% on 25th Percentile (eff 2/1/23)
\$ 9,271	Difference
\$ 1,988	Fringe
\$11,259	Total Annualized Amount
\$ 7,975	FY23 Fiscal Impact

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Salaries and Benefits Expenses

New Revenue Y/N?: N/A

Comments:



## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

**Sponsor:**

Judge Becerra

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### **Agenda Item**

Discussion and possible action to approve vendors for the April 29th Dia del Nino event by Community Action in accordance with the Hays County Property Use Policy. **BECERRA**

### **Summary**

An application was submitted by Community Action -Parents as Teachers to hold a public event on the historic courthouse grounds in celebration of children. The event will include piñatas, bouncy houses, ballet folklórico, mariachis, community organization booths, and vendors selling arts and crafts. Hays County Property Use Policy section E.12 states that "Commercial soliciting, vending, and displaying or distributing commercial advertising on Property is prohibited, except when in conjunction with an event approved by the Commissioners Court."

Community Action develops opportunities for people and communities to realize their potential by providing resources and comprehensive services to empower Central Texans of all ages to become self-sufficient.

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## Hays County Commissioners Court

Date: 02/14/2023

Requested By:

Mike Jones

Sponsor:

Commissioner Shell

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**Agenda Item:**

Discussion and possible action to declare an emergency use of General Fund reserves pursuant to Texas Local Government Code, Ch. 111.010(c) for debris removal as a result of the Winter Storm on January 30th through February 2, 2023 and amend the budget accordingly. **SHELL/MIKE JONES**

**Summary:**

The Hays County Judge issued a local disaster declaration for Hays County on February 3rd due to subsequent damage throughout the county from winter weather conditions. The County experienced freezing rain and ice over a four-day period which led to falling trees and excessive debris as well as power outages from downed lines. Debris removal efforts have begun to assist Hays County Citizens which may require an emergency use of County reserves to fund equipment rental, contractors, county forces, etc. Federal funds may be available for reimbursement up to 75% of all costs if state spending thresholds are met.

**Fiscal Impact:**

Amount Requested: TBD

Line Item Number: 001-656-99-182]

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Once funding amount is identified, a budget will need to be set utilizing the County General Fund reserves.

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: TBD if state spending thresholds are met.

Comments:

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**Hays County Commissioners Court****Date:** 02/14/2023**Requested By:**

Randy Focken

**Sponsor:**

Commissioner Shell

**Agenda Item:**

Discussion and possible action to re-grade the Assistant Pre-trial Services Director grade 114 to a grade 115 effective February 16, 2023. **SHELL/FOCKEN**

**Summary:**

The Pre-trial Services Director would like to re-grade the vacant Assistant Director from a grade 114 to a grade 115. The Director has a well qualified candidate with experience in pre-trial services that can assist in establishing the division. The re-grade will address future salary compression issues as other positions are brought on to build the program.

**Fiscal Impact:**

Amount Requested: \$6,429 (annualized)

Line Item Number: 011-763-99-165]

**Budget Office:**

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: No

Comments: Funds are available due to delayed hire date.

Fiscal Impact:

\$58,242	Base Salary (grade 115)
\$52,948	Base Salary (grade 114)
\$ 5,294	Difference
\$ 1,135	Fringe
\$ 6,429	Total Annualized
\$ 4,554	FY23 Fiscal Impact (8 1/2 mos)

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

**Hays County Commissioners Court****Date:** 02/14/2023**Requested By:**

Brett Littlejohn

**Sponsor:**Commissioner Ingalsbe

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**Agenda Item:**

Discussion and possible action to authorize the Juvenile Detention Center to hire a Licensed Mental Health Counselor position, slot 0921-002 at the 50th percentile effective February 16, 2023. **INGALSBE/LITTLEJOHN**

**Summary:**

The Juvenile Detention Center has a candidate for a vacant Licensed Mental Health Counselor position that has a master's degree in counseling and worked as an intern at the facility. The candidate is knowledgeable in counseling youth, trauma, social justice and the juvenile justice system. This position has been vacant since April 2022 with only one applicant to date.

**Fiscal Impact:**

Amount Requested: \$13,286 (annualized)

Line Item Number: 070-685-00]

**Budget Office:**

Source of Funds: Juvenile Detention Center Fund

Budget Amendment Required Y/N?: No

Comments: Funds are available due to vacancies to fund this request if approved.

**Fiscal Impact:**

\$54,698	50th Percentile
\$43,758	Base Salary (grade 112)
\$10,940	Difference
\$ 2,346	Fringe
\$13,286	Total Annualized
\$ 9,411	FY23 Fiscal Impact (8 1/2 mos)

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?:N/A

Comments:

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**Hays County Commissioners Court****Date:** 02/14/2023**Requested By:** Marcus Pacheco, Development Services Director**Sponsor:** Commissioner Smith**Agenda Item:**

Discussion and possible action to authorize a salary exception at the 22.71 percentile for the Customer Service Representative, slot 0342-018 in the Development Services Department effective February 21, 2023.

**SMITH/PACHECO****Summary:**

The Development Services Department has received an application for the vacant Customer Service Representative position and requests the Court's consideration to offer the position at an annualized salary of \$33,280.00, approximately in the 22.71 percentile of the range. Current county policy indicates that an individual may not be hired above the minimum without Commissioners Court approval for positions in grades 112 and below. The candidate has all the qualifications and previous work experience to perform the necessary duties as well as enhancing the programs goals and objectives.

**Fiscal Impact:**

Amount Requested: \$4,120 (annualized)

Line Item Number: 001-657-00]

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funding is available within the budgeted position due to vacancy if approved.

\$33,820	22.17 Percentile
\$29,887	Base Salary
\$ 3,393	Difference
\$ 727	Fringe
\$ 4,120	Total Annualized Impact
\$ 2,883	FY23 Fiscal Impact (8.25 months)

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



## Hays County Commissioners Court

Date: 02/14/2023

Requested By:

Constable David Peterson

Sponsor:

Commissioner Ingalsbe

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**Agenda Item:**

Discussion and possible action to add two replacement leased vehicles through the Enterprise Master Services Agreement and police lighting through Dana Safety Supply for the Constable Pct. 1 Office and amend the budget accordingly.

**INGALSBE/PETERSON**

**Summary:**

Constable Pct. 1 has one vehicle with engine issues that would be cost prohibitive to repair and three other high mileage older units that are in constant need of repair. The additional leased vehicles would replace the older units that are in the fleet.

**Fiscal Impact:**

Amount Requested: \$18,970

Line Item Number: 001-635-00.5475 (vehicle lease)  
001-635-00.5713\_400 (lighting)

**Budget Office:**

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Potential Funding Source County-Wide Misc. Capital Improvements.

\$11,970 - Increase Vehicle Lease 001-635-00.5475

\$7,000 - Increase Vehicle Equipment\_Operating 001-635-00.5713\_400

(18,790) - TBD

**Auditor's Office:**

Purchasing Guidelines Followed Y/N?: Yes, TIPS (The Interlocal Purchasing System) Contract 210102

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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**Attachments**

Enterprise Quote

Dana Safety Quote

**Prepared For:** County of Hays - Constable Pct. 1  
Gardner, Michelle

**Date** 02/09/2023  
**AE/AM** JKW/1SB

**Unit #**

**Year** 2023 **Make** Chevrolet **Model** Tahoe

**Series** Police Vehicle 4x4

**Vehicle Order Type** In-Stock **Term** 60 **State** TX **Customer#** 579177

\$ 40,991.75	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00 *	License and Certain Other Charges <u>6.2500%</u> <b>State</b> <u>TX</u>
\$ 158.50 *	Initial License Fee
\$ 0.00	Registration Fee
\$ 60.00	Other: (See Page 2)
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive ( Taxable Incentive Total : \$0.00 )

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

**Order Information**

**Driver Name** PPV - Pct. 1  
**Exterior Color** (0 P) Black  
**Interior Color** (0 I) Jet Black w/Cloth Seat Trim  
**Lic. Plate Type** Exempt  
**GVWR** 0

\$ 41,051.75	Total Capitalized Amount (Delivered Price)
\$ 656.83	Depreciation Reserve @ <u>1.6000%</u>
\$ 197.71	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 854.54</b>	<b>Total Monthly Rental Excluding Additional Services</b>

**Additional Fleet Management**

Master Policy Enrollment Fees  
Commercial Automobile Liability Enrollment  
Liability Limit \$0.00

\$ 0.00	Physical Damage Management	Comp/Coll Deductible	<u>0 / 0</u>
\$ 0.00	Full Maintenance Program <sup>3</sup> Contract Miles <u>0</u>	OverMileage Charge	<u>\$ 0.0500</u> Per Mile
	Incl: # Brake Sets (1 set = 1 Axle) <u>2</u>	# Tires <u>0</u>	Loaner Vehicle Not Included

**\$ 0.00 Additional Services SubTotal**

\$ 0.00 Use Tax 0.0000% **State** .

**\$ 854.54 Total Monthly Rental Including Additional Services**

\$ 1,641.95	Reduced Book Value at <u>60</u> Months
\$ 400.00	Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000  
(Current market and vehicle conditions may also affect value of vehicle)  
(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** County of Hays - Constable Pct. 1

**BY** **TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Initial Administration Fee	C	\$ 60.00
Courtesy Delivery Fee	C	\$ 0.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 60.00
Other Charges Total		\$ 60.00

## VEHICLE INFORMATION:

2023 Chevrolet Tahoe Police Vehicle 4x4 - US

Series ID: CK10706

## Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$48,671.7	\$51,450.00
Total Options	\$450.45	\$495.00
Destination Charge	\$1,895.00	\$1,895.00
<b>Total Price</b>	<b>\$51,017.15</b>	<b>\$53,840.00</b>

## SELECTED COLOR:

Exterior: GBA-(0 P) Black  
Interior: H1T-(0 I) Jet Black w/Cloth Seat Trim

## SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
1FL	Preferred Equipment Group 1FL	NC	NC
5J3	Surveillance Mode Calibration Interior Lighting	Included	Included
6E2	SEO: Fleet Calibration (6E2)	\$22.75	\$25.00
9C1	Identifier for Police Package Vehicle	NC	NC
AMF	Remote Keyless Entry Package (SEO)	\$68.25	\$75.00
ATD	3rd Row Passenger Seat Delete	Included	Included
AU7	Fleet Common Key	Included	Included
AZ3	Front 40/20/40 Split-Bench Seat	STD	STD
C6G	GVWR: 7,600 lbs (3,447 kgs)	STD	STD
GBA_01	(0 P) Black	NC	NC
GU5	3.23 Rear Axle Ratio	STD	STD
H1T_02	(0 I) Jet Black w/Cloth Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K47	High-Capacity Air Cleaner	Included	Included
K6K	760 Cold-Cranking Amps Auxiliary Battery	Included	Included
KX4	250 Amps Alternator	Included	Included
L84	Engine: 5.3L EcoTec3 V8	STD	STD
MHU	Transmission: Electronic 10-Speed Automatic w/OD	STD	STD
NP0	Single-Speed Elec Autotrac Active Transfer Case	Included	Included
PNTTBL01	Paint Table : Solid Paint	\$0.00	\$0.00
PQA	1FL Safety Package	\$359.45	\$395.00
PXT	Wheels: 20" x 9" Steel	Included	Included
RAV	Spare P275/55R20 AS BW Tire	Included	Included
RC1	Front Skid Plate	Included	Included
STDTM	Cloth Seat Trim	STD	STD
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System Feature	Included	Included
UT7	SEO: Ground Wires	Included	Included
V53	Luggage Rack Side Rails Delete	Included	Included



CODE	DESCRIPTION	INVOICE	MSRP
XCS	Tires: P275/55R20SL AS BW	Included	Included
Z56	Full Independent Suspension Package	Included	Included
ZY1	Solid Paint	STD	STD

## **CONFIGURED FEATURES:**

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: liftgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Spoiler: rear lip spoiler  
Skid Plates: skid plates  
Side Steps: yes  
Door Handles: body-coloured  
Front And Rear Bumpers: body-coloured front and rear bumpers  
Rear Step Bumper: rear step bumper  
Body Material: galvanized steel/aluminum body material  
: class IV trailering with harness, hitch  
Body Side Cladding: black bodyside cladding  
Grille: grille with chrome bar

### Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning  
Air Filter: air filter  
Rear Air Conditioning: rear air conditioning with separate controls  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with front and rear 1-touch down  
1/4 Vent Rear Windows: power rearmost windows  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: Keyless Open and Start proximity key  
Trunk FOB Controls: keyfob trunk/hatch/door release  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors  
Emergency SOS: OnStar and Chevrolet connected services capable emergency communication system  
Front Cupholder: front and rear cupholders  
Overhead Console: mini overhead console  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
IP Storage: covered bin instrument-panel storage  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet  
AC Power Outlet: 2 120V AC power outlet

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Voice Activated Radio: voice activated radio  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
Internet Access: Wi-Fi Hotspot capable internet access  
TV Tuner: OnStar Turn-by-Turn Navigation turn-by-turn navigation directions  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: window grid antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Front Wipers: variable intermittent Rainsense rain detecting wipers wipers

Rear Window wiper: fixed interval rear window wiper  
Rear Window Defroster: rear window defroster  
Tinted Windows: deep-tinted windows  
Front Reading Lights: front and rear reading lights  
Ignition Switch: ignition switch light  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter  
Low Tire Pressure Warning: tire specific low-tire-pressure warning  
Park Distance Control: Front and Rear Park Assist front and rear parking sensors  
Trip Computer: trip computer  
Trip Odometer: trip odometer  
Lane Departure Warning: lane departure  
Front Pedestrian Braking: pedestrian detection  
Following Distance Indicator: following distance alert  
Forward Collision Alert: forward collision  
Oil Pressure Gauge: oil pressure gauge  
Water Temp Gauge: water temp. gauge  
Engine Hour Meter: engine hour meter  
Clock: in-radio display clock  
Systems Monitor: systems monitor  
Check Control: redundant digital speedometer  
Rear Vision Camera: rear vision camera  
Oil Pressure Warning: oil-pressure warning  
Water Temp Warning: water-temp. warning  
Battery Warning: battery warning  
Low Oil Level Warning: low-oil-level warning  
Low Coolant Warning: low-coolant warning  
Lights On Warning: lights-on warning  
Key in Ignition Warning: key-in-ignition warning  
Low Fuel Warning: low-fuel warning  
Low Washer Fluid Warning: low-washer-fluid warning  
Door Ajar Warning: door-ajar warning  
Trunk Ajar Warning: trunk-ajar warning  
Brake Fluid Warning: brake-fluid warning  
Turn Signal On Warning: turn-signal-on warning  
Transmission Fluid Temperature Warning: transmission-fluid-temperature warning

#### Safety And Security:

ABS four-wheel ABS brakes  
Number of ABS Channels: 4 ABS channels  
Brake Assistance: brake assist  
Brake Type: four-wheel disc brakes  
Vented Disc Brakes: front and rear ventilated disc brakes  
Daytime Running Lights: daytime running lights  
Spare Tire Type: full-size spare tire  
Spare Tire Mount: underbody mounted spare tire w/crankdown  
Driver Front Impact Airbag: driver and passenger front-impact airbags  
Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
Overhead Airbag: curtain 1st, 2nd and 3rd row overhead airbag  
Occupancy Sensor: front passenger airbag occupancy sensor  
Height Adjustable Seatbelts: height adjustable front seatbelts  
Seatbelt Pretensioners: front seatbelt pre-tensioners  
3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
Side Impact Bars: side-impact bars  
Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks  
Rear Child Safety Locks: rear child safety locks  
Ignition Disable: PASS-Key III immobilizer  
Security System: security system



Panic Alarm: panic alarm  
Tracker System: tracker system  
Electronic Stability: electronic stability  
Traction Control: ABS and driveline traction control  
Front and Rear Headrests: manual adjustable front head restraints  
Rear Headrest Control: 2 rear head restraints  
Break Resistant Glass: break resistant glass

Seats And Trim:

Seating Capacity max. seating capacity of 6  
Front Bucket Seats: front split-bench 40-20-40 seats  
Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments  
Reclining Driver Seat: power reclining driver and passenger seats  
Driver Lumbar: power 2-way driver and passenger lumbar support  
Driver Height Adjustment: power height-adjustable driver and passenger seats  
Driver Fore/Aft: power driver and passenger fore/aft adjustment  
Driver Cushion Tilt: power driver and passenger cushion tilt  
Front Centre Armrest Storage: front centre armrest  
Rear Seat Type: rear manual reclining 60-40 split-bench seat  
Rear Seat Fore/Aft: manual rear seat fore/aft adjustment  
Rear Folding Position: rear seat tumble forward  
Rear Seat Armrest: rear seat centre armrest  
Leather Upholstery: cloth front and rear seat upholstery  
Headliner Material: full cloth headliner  
Floor Covering: full vinyl/rubber floor covering  
Interior Accents: chrome/metal-look interior accents  
Cargo Space Trim: carpet cargo space  
Trunk Lid: plastic trunk lid/rear cargo door  
Cargo Light: cargo light  
Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 355-hp, 5.3-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and auto-manual

# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	474181-A
<b>Customer No.</b>	HAYSCOSO

<b>Bill To</b>
HAYS COUNTY PCT. 1 SAN MARCOS, TX 78666

<b>Ship To</b>
DANA SAFETY SUPPLY ROUND ROCK, TX

**Contact:**  
**Telephone:**  
**E-mail:** yvette.faulkner@co.hays.tx.us

**Contact:** SCOTT BEAL  
**Telephone:**  
**E-mail:**

Quote Date	Ship Via			F.O.B.	Customer PO Number	Payment Method	
02/09/23	GROUND SHIPMENT			QUOTED FREIGHT		NET 30	
Entered By			Salesperson		Ordered By		Resale Number
Scott Beal			SCOTT BEAL ROUND ROCK		YVETTE FAULKNER		
Order Quantity	Approve Quantity	Tax	Item Number / Description			Unit Price	Extended Price
2	2	N	INFO TIPS USA CONTRACT #210102 Warehouse: RROC      Vin #:			0.0000	0.00
4	4	Y	BI-M16-RB BI M16 DUAL COLOR LIGHTHEAD, RED/BLUE Warehouse: RROC      Vin #: MSRP: \$154.35			65.0000	260.00
4	4	Y	TOP OF GRILLE BETWEEN HOOD AND FIRST CUTOUT OF GRILLE BI-ML-LB BI 90 DEGREE BRACKET FOR SINGLE HEAD Warehouse: RROC      Vin #: MSRP: \$18.47			10.8800	43.52
4	4	Y	BI-AL6M-RB BI 6 LED MIRROR MOUNT - RED/BLUE Warehouse: RROC      Vin #: MSRP: \$110.24			64.7800	259.12
4	4	Y	UNDER EACH SIDE VIEW MIRROR. BI-M16-RB BI M16 DUAL COLOR LIGHTHEAD, RED/BLUE Warehouse: RROC      Vin #: MSRP: \$154.35 ONE ON EACH SIDE OF REAR PLATE			65.0000	260.00

<b>Print Date</b>	02/09/23
<b>Print Time</b>	02:19:36 PM
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# Sales Quote

**DANA SAFETY SUPPLY, INC**  
**4809 KOGER BLVD**  
**GREENSBORO, NC 27407**

**Telephone:** 800-845-0405

<b>Sales Quote No.</b>	474181-A
<b>Customer No.</b>	HAYSCOSO

<b>Bill To</b>
HAYS COUNTY PCT. 1 SAN MARCOS, TX 78666

<b>Ship To</b>
DANA SAFETY SUPPLY ROUND ROCK, TX

**Contact:**  
**Telephone:**  
**E-mail:** yvette.faulkner@co.hays.tx.us

**Contact:** SCOTT BEAL  
**Telephone:**  
**E-mail:**

Quote Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/09/23	GROUND SHIPMENT		QUOTED FREIGHT		NET 30	
Entered By		Salesperson		Ordered By	Resale Number	
Scott Beal		SCOTT BEAL ROUND ROCK		YVETTE FAULKNER		
Order Quantity	Approve Quantity	Tax	Item Number / Description		Unit Price	Extended Price
2	2	Y	BI-SDP212-R BI 200W Fully Programmable 200W Full function Warehouse: RROC      Vin #: MSRP: \$630.00		370.1300	740.26
2	2	Y	JS-100 BI 100W compact siren speaker w/ L Bracket - 11 Ohms Warehouse: RROC      Vin #: MSRP: \$210.21		123.5000	247.00
2	2	Y	MOUNT BEHIND FACTORY GRILLE 7170-0893-01 2021+ Chevy Tahoe Standard Width Console Box Kit Warehouse: RROC      Vin #: MSRP: \$1,357.00		729.3900	1,458.78
2	2	Y	CONSOLE, FACEPLATES, DUAL CUP HOLDER AND ARM REST 19274 GJ Faceplate- L3 Harris XG-25M (Full Radio) Warehouse: RROC      Vin #:		0.0000	0.00
2	2	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC      Vin #: MSRP: \$225.00		208.1300	416.26
36	36	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC      Vin #:		85.0000	3,060.00

<b>Print Date</b>	02/09/23
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# Sales Quote

DANA SAFETY SUPPLY, INC  
4809 KOGER BLVD  
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	474181-A
Customer No.	HAYSCOSO

Bill To
HAYS COUNTY PCT. 1 SAN MARCOS, TX 78666

Ship To
DANA SAFETY SUPPLY ROUND ROCK, TX

Contact:  
Telephone:  
E-mail: yvette.faulkner@co.hays.tx.us

Contact: SCOTT BEAL  
Telephone:  
E-mail:

Quote Date		Ship Via		F.O.B.		Customer PO Number		Payment Method	
02/09/23		GROUND SHIPMENT		QUOTED FREIGHT				NET 30	
Entered By			Salesperson			Ordered By		Resale Number	
Scott Beal			SCOTT BEAL ROUND ROCK			YVETTE FAULKNER			
Order Quantity	Approve Quantity	Tax	Item Number / Description				Unit Price	Extended Price	
			<div>Approved By: _____</div> <div><input type="checkbox"/> Approve All Items &amp; Quantities</div> <div>Quote Good for 30 Days</div>						

Print Date	02/09/23
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Printed By: Scott Beal

Subtotal	6,744.94
Freight	250.00
Order Total	6,994.94



## Hays County Commissioners Court

Date: 02/14/2023

Requested By:

Shell

Sponsor:

Commissioner Shell

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### Agenda Item

Discussion and possible action to authorize execution of an Interlocal Agreement between Hays County and the City of San Marcos, Texas, related to the 2022 Byrne Justice Assistant Grant Program Award. **SHELL**

### Summary

This Interlocal Agreement allows the City to receive an award of \$20,859. The City intends to use the award to purchase of a vertical platform to utilize within its newly renovated and expanded evidence and storage rooms and equipment, and to purchase a Digital Imager, a piece of forensic equipment that will expand current staff capability and capacity to process digital images from various electronic devices, such as desktop computers, laptops, and other storage devices.

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### Attachments

ILA



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN  
MARCOS, TEXAS AND HAYS COUNTY, TEXAS FOR 2022 BYRNE  
JUSTICE ASSISTANT GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into on\_\_\_\_\_, 2023 (the “Effective Date”) by Hays County, acting by and through its governing body, the Commissioners’ Court ("County") and the City of San Marcos, a Texas home rule municipality, acting by and through its governing body, the City Council ("City").

WHEREAS, the U.S. Department of Justice requires that entities in a disparate allocation of Justice Assistance Grant (JAG) funding enter into an Agreement to provide for the use of those funds awarded; and

WHEREAS, the JAG Program award is designed to provide units of local government with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice;

WHEREAS, this Agreement is under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interest of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services of functions under this Agreement; and

WHEREAS, the City seeks an allocation of \$20,859 from the JAG award, and the County has declined funding allocation and believes it to be in its best interest to allow the City to receive the

full allocation of the grant funds;

**NOW THEREFORE**, in consideration of the foregoing and the mutual benefits and promises herein, the County and City agree as follows:

#### **Section 1. Grant Status**

The City and County agree to the City receiving the full amount of the JAG award, in the amount of \$20,859, and be the sole responsible party for this award.

#### **Section 2. Disbursement and Use of Grant Funds**

The City shall be the sole recipient of the JAG award and shall use the funding for the purchase of a vertical platform to utilize within its newly renovated and expanded evidence and storage rooms and equipment, and to purchase a Digital Imager, a piece of forensic equipment that will expand current staff capability and capacity to process digital images from various electronic devices, such as desktop computers, laptops, and other storage devices.

#### **Section 3. Conditions Precedent**

This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the San Marcos City Council.

#### **Section 4. Amendments**

This Agreement can be amended only by written approval of the Hays County Commissioners Court and the San Marcos City Council.

## **Section 5. Representations**

City and County each make the following representations to each other as inducements to enter into this Agreement:

- a.** That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;
- b.** That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas Government Code;
- c.** That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;
- d.** That the officer who signed this Agreement has the legal authority to sign documents on its behalf; and
- e.** That before this Agreement was approved, its governing body had already identified, and its staff had already segregated sufficient lawfully available current funds for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

## **Section 6. Severability**

If any clause, sentence, paragraph, or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

### **Section 7. Entire Agreement**

This Agreement contains the entire agreement between the parties respecting the subject matter hereof and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided in Section 4 above.

### **Section 8. Interpretation**

The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

### **Section 9. Applicable Law and Venue**

This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED to be effective as of the Effective Date of this Agreement first stated above.

**CITY:**

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

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

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

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

**COUNTY:**

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

Ruben Becerra, County Judge

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

**ATTEST:**

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

Elaine H. Cárdenas, MBA, PhD  
County Clerk

THE STATE OF TEXAS     §

§

COUNTY OF HAYS         §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2023,  
by Ruben Becerra, County Judge of Hays County, Texas, on behalf of said County.

\_\_\_\_\_  
Notary Public, State of Texas





AGENDA ITEM REQUEST FORM: **L. 1.**

## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

**Sponsor:**

Judge Becerra

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### **Agenda Item**

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

**BECERRA**

### **Summary**

Additional information will be provided during Executive Session.

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AGENDA ITEM REQUEST FORM: **L. 2.**

## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

**Sponsor:**

Judge Becerra

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### **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. **BECERRA**

### **Summary**

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AGENDA ITEM REQUEST FORM: **L. 3.**

## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

Tammy Crumley

**Sponsor:**

Commissioner Ingalsbe

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### **Agenda Item**

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 101 Thermon Drive, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**

### **Summary**

Additional information will be presented in Executive Session.

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## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

**Sponsor:** Commissioner Ingalsbe

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### **Agenda Item**

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property located at 2400 N IH 35, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**

### **Summary**

Additional information will be presented in Executive Session

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AGENDA ITEM REQUEST FORM: **L. 5.**

## Hays County Commissioners Court

**Date:** 02/14/2023

**Requested By:**

**Sponsor:**

Judge Becerra

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### **Agenda Item**

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding the County's Reinvestment Zone Policy; and regarding Tax Increment Reinvestment Zone (TIRZ) #2 in Kyle. Possible deliberation and/or action may follow in open court. **BECERRA**

### **Summary**

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AGENDA ITEM REQUEST FORM: L. 6.

## Hays County Commissioners Court

Date: 02/14/2023

Requested By:

Shell

Sponsor:

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### Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding Cause Numbers 22-0249-C, 22-0250-C, and 22-0251-C. Possible discussion and/or action may follow in open court. **SHELL**

### Summary

To be provided in Executive Session

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