

**Commissioners Court -- MARCH 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. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on **MARCH 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. PUBLIC COMMENTS
At this time 3-MINUTE comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. Please Complete the Public Participation/ Witness Form in its Entirety.
NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS .

F. PRESENTATIONS & PROCLAMATIONS

1. Adopt a Proclamation recognizing March 24, 2023 as World TB Day for Hays County.
INGALSBIE/T.CRUMLEY
2. Adopt a Proclamation recognizing March 18, 2023 as Public Defender Day in Hays County.
INGALSBIE/SHELL
3. Adopt a Proclamation recognizing March 2023 as Women's History Month to recognize the women of Hays County.
BECERRA

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
3. Ratify the payment of the February 15, 2023 payroll disbursements as follows: Gross wages \$2,351,736.33, Withholdings & Deductions \$660,349.00, Benefits \$706,492.02.
Payroll totals will be posted on the Hays County website. **BECERRA/TENORIO**

4. Ratify the payment of the February 28, 2023 payroll disbursements as follows: Gross wages \$3,133,877.96, Withholdings & Deductions \$903,800.70, Benefits \$880,771.53. Payroll totals will be posted on the Hays County website. **BECERRA/TENORIO**
5. Approve the payment of the March 15, 2023 payroll disbursements in an amount not to exceed \$3,900,000.00 effective March 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/TENORIO**
6. Approve Commissioners Court Minutes of February 10, 2023 and February 14, 2023. **BECERRA/CARDENAS**
7. Approve the cancelation of the Hays Commissioners Court on the following dates in 2023: July 18, August 29, September 26, October 3, 17, 31, November 14, 28 and December 12. **INGALSBE**
8. Authorize the County Judge to execute the annual renewal agreement between Hays County Building Maintenance and Johnson Controls in the amount of \$10,900.00 for the preventative maintenance and repairs of the County's remote access thermostat system. **BECERRA/T.CRUMLEY**
9. Authorize the County Judge to sign a resolution of support for the establishment of a No Parking Zone on RM 12. **SHELL/BORCHERDING**
10. Authorize the execution of an agreement between Building Maintenance and Flair Data Systems, Inc. for the preventative maintenance and repair services of the Uninterruptible Power Supply (UPS) devices located at the Public Safety Building. **SHELL/CRUMLEY**
11. Accept the 2022 Racial Profiling Report and the 2022 Annual Activity Report from Hays County Constable Office, Pct. 4. **SMITH/SHELL/HOOD**
12. Authorize the enrollment and requirement of all Hays County employees and elected officials who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually. **BECERRA/MILLER**
13. Authorize the County Judge to execute a renewal service agreement with Smiths Detection, Inc. in the amount of \$9,386.00 for the general maintenance, inspections, and repairs of the industrial X-Ray security scanners located at the Hays County Government Center; authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D). **SHELL/T.CRUMLEY**
14. Authorize the Office of Emergency Services to transfer funds to continuing education in the Fire Marshal Fee Code Fund and amend the budget accordingly. **BECERRA/MIKE JONES**
15. Approve out-of-state travel for Assistant Criminal District Attorney, Miranda Ebersole utilizing the DA Asset Forfeiture Funds to attend the Investigating and Prosecuting Sexual Assault conference in Atlanta Georgia. **INGALSBE/HIGGINS**
16. Ratify the execution of a Temporary Construction Easement between Hays County and The United States of American, Department of Labor regarding the relocation of utility easements on the Gary Job Corps Center property for the FM 110 construction project. **INGALSBE**
17. Authorize the resubmission of a grant application to FEMA. (Federal Emergency Management Agency) in the amount of \$307,733.80. **BECERRA/T.CRUMLEY**
18. Approve Utility Permits. **SHELL/SMITH/BORCHERDING**
19. Authorize the execution of an extension to RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 91 days (June 30, 2023) for \$5,000.00 monthly, plus any additional Letter of Credit Fees and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). **BECERRA/TENORIO**
20. Authorize the submission of a grant application to the Department of Justice, State Criminal Alien Assistance Program (SCAAP). **INGALSBE/T.CRUMLEY**

21. Authorize the Hays County Criminal District Attorney to purchase on (1) replacement Dell Laptop with accessories valued at \$1,694.97 utilizing DA- Drug Forfeiture Funds and amend the budget accordingly. **INGALSBE/HIGGINS**
22. Approve renewal of IFB 2022-B04 Cemetery Maintenance with Kyle Landscaping Services with the proposed 22% price increase. **BECERRA/BORCHERDING**
23. Accept three proposals from Beckwith Electronic Systems, LLC. for Courtroom 7 (\$3,112.00), Courtroom 9 (\$19,189.00), and Courtroom 10 (\$27,909.00); authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7)(D). **SHELL/MCGILL**
24. Accept the 2022 Racial Profiling Report for the Hays County Sheriff's Office. **INGALSBE/CUTLER**
25. Approve out-of-state travel using Sheriff Drug Forfeiture Funds to send Sheriff Cutler, Sergeant Ryan Hayden, Sergeant Mark Opiela, Corporal David Marshall, Corporal David Maddocks, Detective Eric Zediker, Detective Brian Wahlert, and Deputy Anthony Hipolito to National Police Week on May 11-16, 2023, in Washington, D.C., and amend the budget accordingly. **INGALSBE/CUTLER**
26. Authorize the Sheriff's Office to accept a donation of \$500.00 from the Wimberley VFW Post 6441 and amend the budget accordingly. **INGALSBE/CUTLER**
27. Approve the appointment of Commissioner Michelle Gutierrez Cohen and reconfirm the appointment of Commissioner Debbie Gonzales Ingalsbe to the City of Kyle Tax Reinvestment Zone No. 2 board. **SHELL**
28. Authorize the Transportation Department to purchase eight (8) TAPCO Post Mounted Speed Feedback Signs Street Smart Rentals, LLC. in the amount of \$36,684.00 and amend the budget accordingly. **SMITH/BORCHERDING**
29. Authorize the Jail to use existing funds for repairs to the thermaduct system valued at \$25,595.58 and amend the budget accordingly. **COHEN/CUTLER**
30. Approve the Appointment of Judge Chris Johnson, County Court at Law # 2, as the County Court at Law Representative for the Hays County Bail Bond Board Committee. **BECERRA/CARDENAS**
31. Authorize the County Judge to execute an Alarm System Monitoring Agreement and a Proposal with Security One, Inc. related to the addition of security camera's and equipment to the Precinct 3 Building. **SHELL/CABLE**

H.

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| ACTION ITEMS |
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I.

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| ROADS |
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1. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 4 in the amount of \$385,000.00 to the Professional Services Agreement between with 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 Darden Hill at Sawyer Ranch Roundabout; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **SMITH/BORCHERDING**
2. Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Volkert, Inc. to provide construction, engineering & inspection (CE&I) services on an On-Call basis related to road improvement projects in Hays County. **SMITH/BORCHERDING**
3. Discussion and possible action to amend a Professional Services Agreement between Hays County and Cobb Fendley & Associates Inc. to add an additional \$43,000.00 in Right of Way acquisition services described in Exhibit C related to the proposed improvement of Windy Hill Road from the Kyle City Limits east to FM 2001; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4). **INGALSBE/COHEN/BORCHERDING**

4. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount of \$80,000.00 to the Professional Services Agreement between Hays County and BGE, Inc. for the RM 967 project from UPRR to IH-35 in Precinct 4, as part of the 2016 Road Bond Program. This action utilizes a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/BORCHERDING**
5. Discussion and possible action to consider the release of the subdivision performance bonds #7901063583 in the amount of \$372,201.25 for Phase 4, and #7901063582 in the amount of \$863,725.25 for Phase 5 of the Trails at Windy Hill subdivision. **INGALSBE/BORCHERDING**
6. Discussion and possible action to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$69,260.00 (Letter of Credit No. 20234029). **SHELL/BORCHERDING**

J.

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| SUBDIVISIONS |
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1. PLN-2099-PC: Las Lomas, Sec 2, Lot 3-C, Replat; Hold a Public Hearing followed by discussion with possible action regarding Las Lomas, Sec 2, Lot 3-C, Replat. **SHELL/MACHACEK**
2. PLN-2116-NP; Discussion and possible action regarding the Rocky Creek Estates subdivision final plat. **SHELL/MACHACEK**
3. PLN-2162-PC; Call for a Public Hearing on March 28th, 2023 followed by discussion and possible action regarding the Oakridge Park at Kinnicini, Lot 7 & Part of Lot 6, Replat. **SMITH/MACHACEK**

K.

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| MISCELLANEOUS |
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1. Discussion and possible action to authorize the County Judge to execute a proposal from Basic IDIQ Inc. for the repairs and awning replacements to the shade structures at 5 Mile Dam in the amount of \$36,240.41 and amend the budget accordingly. **SHELL/T.CRUMLEY**
2. Discussion and possible action to approve vendors for the September 23rd Mermaid Capital of Texas Fest organized by the San Marcos Mermaid Society in accordance with the Hays County Property Use Policy. **BECERRA**
3. Presentation, discussion, and possible action of Classification and Compensation Study Report by Management Advisory Group International. **BECERRA/MILLER**
4. Discussion and possible action to authorize the County Judge to execute the Social Service Funding Agreement between Hays County and San Marcos Texas Community Radio Association, KZSM, regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**
5. Discussion and possible action to add TLIE insurance for CCaL Judges Johnson, Brown, and Hall. **BECERRA/MILLER**
6. Discussion and possible action to commit \$2,500.00 to the Hays Consolidated Independent School District related to transformers needed to add street lighting on FM 150 near Simon Middle School and Hemphill Elementary School and amend the budget accordingly. **INGALSBE**
7. Discussion and possible action to approve Amendment #2 to the Texas General Land Office (GLO) CDBG-MIT Grant Administration Contract with Langford Community Management Services, Inc. related to updating the County's Hazard Mitigation Plan. **BECERRA/T.CRUMLEY**
8. Discussion and possible action to provide staff with direction regarding the implementation of the 10% pay increase to employees in Grades 106 to 113 who are not bound by the Collective Bargaining Agreement which was approved by the Commissioners Court on January 31, 2023. **BECERRA/TENORIO**
9. Discussion and possible action to adopt a resolution, to support the passage of legislation, including an amendment to the Constitution of the State of Texas that would prohibit the imposition of unfunded mandates on Texas Counties. **INGALSBE**

10. Discussion and possible action to execute a service order with Astound Business Solutions related to fiber and data services for the building located at 101 Thermon Drive, San Marcos; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D). **INGALSBE/McGILL**
11. Discussion and possible action to establish an operating budget for the Combined Emergency Communications Center (CECC) department and amend the budget accordingly. **SHELL/ROBINSON**
12. Discussion and possible action to review and approve a preliminary Hays County budget calendar for Fiscal Year 2024. **BECERRA/DORSETT**
13. Discussion and possible action to authorize the Commissioner Pct. 2 Office to submit Community Project Funding requests to the House Appropriations Committee through Congressman Greg Casar, 35th District of Texas. **COHEN**
14. Discussion and possible action to execute a Participation Agreement between Hays County and Choice Partners Cooperative related to participating in Food/Cafeteria related contracts with Choice Partners Cooperative for the 2022-2023 school year. **INGALSBE/CUTLER/LITTLEJOHN**
15. Discussion and possible action to adopt the use of Texas Local Government Code 232.110; and to direct staff towards implementation. **SMITH**
16. Discussion and possible action to award a contract for IFB 2023-B13 Contractor for IT-Elections Building Renovation to Trimbuilt Construction, Inc., \$1,088,798.73 and amend the budget accordingly. **INGALSBE/DOINOFF/MCGILL**
17. Discussion regarding the proposed Mission Oaks Development Agreement; and possible action to consider tabling the item for a later date. **SMITH/KENNEDY**
18. Discussion and possible action regarding the contract between Hays County and McCreary, Veselka, Bragg, and Allen, PC for delinquent collections. **BECERRA**
19. Discussion and possible action to approve a resolution in support of the creation of a District Court within Hays County. **BECERRA**
20. Discussion and possible action to award RFP 2023-P04 Countywide Electrical to CT Electric and authorize staff and General Counsel to negotiate a contract. **BECERRA/T.CRUMLEY**

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 Right of Way located at or near Windy Hill Road in Pct. 1 & 2. Possible discussion and/or action may follow in open court. **COHEN/INGALSBE**
2. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Darden Hill Road in Pct. 4. Possible discussion and/or action may follow in open court. **SMITH**

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**
7. Updates on measurable advancement of Pretrial Services to include the areas of staffing, equipment, training, operations and policy, by Director Pre-Trial Services Randy Focken. **BECERRA**

N. ADJOURNMENT

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

CLERK OF THE COURT

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



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

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Adopt a Proclamation recognizing March 24, 2023 as World TB Day for Hays County. **INGALSBE/T.CRUMLEY**

Summary

See attached proclamation.

Attachments

World TB Day Proclamation



**PROCLAMATION RECOGNIZING MARCH 24, 2023 AS
WORLD TB DAY**

WHEREAS, One-quarter of the World’s population is infected with Mycobacterium Tuberculosis (TB), and in 2021 some 10.6 million people became sick with TB disease; an increase of 4.5% in 2020, until 2021 TB was the leading cause of death from a single infectious agent and now fall second behind COVID-19, the United States accounted for 7,860 tuberculosis cases; and

WHEREAS, in 2021 Tuberculosis caused disease in 991 residents in Texas – a rate of 2.7 per 100,000, an increase of 9.4% from 2020, and 79 cases were reported from 12 out 30 counties that make up Region 7; Hays County reported 4, Travis County reported 44, Williamson reported 12; Travis County reported the seventh greatest number of cases in the State of Texas; and

WHEREAS, Texas is only second to the state of California for the number of reported cases of TB according to the CDC; and risk factors affecting the elimination in Texas: high population of non-US born (62%), large Hispanic population (52%), border to Mexico which is number 1 country out of the top 5 Countries, and large population affected by diabetes (27%); and

WHEREAS, multi-drug resistant TB cases in the U.S. was 77 in 2021, and Texas had 7 verified cases of multiple drug resistant forms of Tuberculosis, and the spread of these organisms nationally threatens to undermine our goal to ultimately eliminate Tuberculosis; and

WHEREAS, pulmonary TB is very contagious and makes of 79% of the cases, and treatment for infected individuals is critical in halting the cycle of transmission just as treating the latent infection is critical to eliminating TB disease; and

WHEREAS, it is estimated that over one million Texas residents are infected with the TB, and though not currently contagious have a 5-10% lifetime risk of developing TB disease if not treated preventively; finding these Texas residents is how we are going to eliminate TB and get Texas closer to the United States average of 2.4 cases per 100,000 in 2021, and

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

WHEREAS, “We Can Make History: End TB” raise awareness about the international health threat presented by Tuberculosis, the Centers for Disease Control, the Texas Department of State Health Services Division of Tuberculosis elimination joined with our Region 7 Tuberculosis prevention program, Hays County, and Hays County Local Health Department to invite all health providers and residents of Hays County, Texas to recognize World TB Day March 24, 2023.

NOW, THEREFORE, BE IT PROCLAIMED that the Hays County Commissioners Court does hereby proclaim the 24th day of March, 2023 as: **WORLD TB DAY IN HAYS COUNTY**

ADOPTED THIS THE 14TH DAY OF MARCH 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: 03/14/2023

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item

Adopt a Proclamation recognizing March 18, 2023 as Public Defender Day in Hays County. **INGALSBE/SHELL**

Summary

See attached Proclamation.

Attachments

Proclamation - Public Defender Day



**A PROCLAMATION OF THE HAYS COUNTY COMMISSIONERS COURT
RECOGNIZING MARCH 18, 2023 AS PUBLIC DEFENDER DAY**

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, sixty years ago, the United States Supreme Court issued, on March 18, 1963, the landmark opinion in Gideon v. Wainwright, holding that the Sixth Amendment provided a right to counsel for those who could not afford it in certain criminal cases where their liberty was at risk; and

WHEREAS, Hays County values all of its residents and their right to counsel, regardless of their ability to afford such counsel; and

WHEREAS, the attorneys, social workers, mitigation specialists, advocates, investigators, and other hard-working professionals tasked with providing legal services to those who otherwise could not afford it are often overlooked and unsung; and

WHEREAS, public defenders protect the rights of those who cannot afford counsel, work to maintain a balance of fairness in the criminal legal system, and enshrine the fundamental values of all Texans - to prevent unlawful government overreach and uphold liberty wherever possible; and

WHEREAS, multiple agencies, organizations, and individuals in Hays County provide these crucial services, together and separately, that make our county a better, more equitable place for all to live; and

WHEREAS, Hays County Commissioners Court has created and funded a public defender’s office to provide people, who otherwise cannot afford a lawyer, effective and equal representation in a criminal court of law

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court does hereby recognize March 18, 2023 as PUBLIC DEFENDER DAY in Hays County, Texas.

ADOPTED THIS THE 14th DAY OF MARCH 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: 03/14/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation recognizing March 2023 as Women's History Month to recognize the women of Hays County.
BECERRA

Summary

Proclamation Attached.



AGENDA ITEM REQUEST FORM: **G. 3.**

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item

Ratify the payment of the February 15, 2023 payroll disbursements as follows: Gross wages \$2,351,736.33, Withholdings & Deductions \$660,349.00, Benefits \$706,492.02.

Payroll totals will be posted on the Hays County website. **BECERRA/TENORIO**

Summary



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

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item

Ratify the payment of the February 28, 2023 payroll disbursements as follows: Gross wages \$3,133,877.96, Withholdings & Deductions \$903,800.70, Benefits \$880,771.53. Payroll totals will be posted on the Hays County website. **BECERRA/TENORIO**

Summary



AGENDA ITEM REQUEST FORM: **G. 5.**

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the March 15, 2023 payroll disbursements in an amount not to exceed \$3,900,000.00 effective March 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/TENORIO**

Summary



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

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of February 10, 2023 and February 14, 2023. **BECERRA/CARDENAS**

Summary

Attachments

02/10/23 Minutes

02/14/2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



FEBRUARY 10, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 10th DAY OF FEBRUARY A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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|--------------------------|------------------------|
| 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 |
| CYNTHIA MILLONZI | ASSISTANT COUNTY CLERK |

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

PUBLIC COMMENTS

No public comments were made.

38584 Authorize execution of a Letter Amendment to the Professional Services Agreement between Hays County and Management Advisory Group International, Inc.

Mark Kennedy, General Counsel, explained the timeline extension of the study. Commissioner Ingalsbe spoke about the meeting held with a representative from Management Advisory Group and the plan for them to meet with all department heads and elected officials later in the month.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize execution of a Letter Amendment to the Professional Services Agreement between Hays County and Management Advisory Group International, Inc.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

38585 Authorize and/or Ratify Execution of a Third Amendment to the Countywide Dumpster Contract (IFB 2021-B12), in relation to debris removal under the Declaration of Local Disaster, as authorized by Section 262.031(a) of the Texas Local Government Code.

Mark Kennedy, General Counsel, explained the amendment and the need for additional equipment. Judge Becerra spoke about efforts to save money. Mike Jones, Director of Emergency Services, further spoke about balancing debris clean up and County spending.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize and/or Ratify Execution of a Third Amendment to the Countywide Dumpster Contract (IFB 2021-B12), in relation to debris removal under the Declaration of Local Disaster, as authorized by Section 262.031(a) of the Texas Local Government Code.

AYE: Commissioner Ingalsbe, Commissioner Cohen, Commissioner Shell, Judge Becerra
4 - 0 Passed - Unanimously

Clerk's Note: Commissioner Smith arrived at 1:11 p.m. for the following proceedings.

38586 Discussion and possible action to consent to the extension of a Declaration of Local Disaster originally made by the County Judge on February 3, 2023.

Judge Becerra explained the extension is for clean-up and financial purposes, but the emergency aspect has passed. Mark Kennedy, General Counsel, and Mike Jones, Director of Emergency Services, recommended extending the Declaration by 90 days. The Court thanked all of those involved with responding to the local disaster, including the Hays County Transportation Department, TXDOT, and Texas Emergency Management. Commissioner Ingalsbe discussed with Mike Jones the projected clean-up timeline and possible burning.

Commissioner Smith spoke about clean-up efforts in Precinct 4 and the need to work quickly before the threat of floods and wildfires increases. Commissioner Shell spoke about assisting elderly residents with clean-up. Commissioner Smith spoke about the need to address employee salaries as their work increases. The Court discussed ways to coordinate clean-up within the County.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to consent to a 90-day extension of a Declaration of Local Disaster originally made by the County Judge on February 3, 2023.

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

5 - 0 Passed - Unanimously


Clerk's Note Agenda Item #F-2 RE: Discussion and possible action related to the salary survey and report for Hays County, provided by Management Advisory Group International, Inc. - WAS PULLED.

ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 1:36 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on FEBRUARY 10, 2023.





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



HAYS COUNTY COMMISSIONERS' COURT MINUTES



FEBRUARY 14, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 14th DAY OF FEBRUARY A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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|--------------------------|----------------------|
| 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 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

Lila Knight made a public comment concerning a meeting of the Hays County Historical Commission that was called and the need for a chairman. Dan Lyon made a public comment concerning a bond for projects at SMCISD and the effect it might have on taxes. Robert Eby made a public comment regarding San Marcos Community Organizations Active in Disasters and the work they do. Laura Nunn made a public comment concerning election integrity. Natalie Freeman made a public comment concerning the death of Joshua Wright. Amy Kamp made a public comment concerning the death of Joshua Wright. Karen Munoz made a public comment concerning the death of Joshua Wright.

38587 Adopt a Proclamation recognizing February 22, 2023 as President George Washington Day.

Cliff Caskey and Joe Cox, members of the Texas Society of the Sons of the American Revolution William Hightower Chapter 35, thanked the Court for the recognition and spoke about the organization's mission. Judge Becerra spoke about the importance of unity. Commissioner Smith suggested hosting an event for President George Washington Day in the future.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation recognizing February 22, 2023 as President George Washington Day.

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

5 - 0 Passed - Unanimously

38588 Adopt a Proclamation recognizing the month of February 2023 as Black History Month in Hays County.

Pastor Jonafa Banbury, Secretary of the Dunbar Heritage Association, encouraged the public to find their local events and spoke about the importance of this month. Mary Peterson Earls, President of the Hays County League of Women Voters, spoke about the importance of Black History Month and local leaders in the community. David Peterson, Constable Precinct 1, recognized various attendees and their contributions to the community.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation recognizing the month of February 2023 as Black History Month in Hays County.

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

5 - 0 Passed - Unanimously

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

Elaine Cardenas, County Clerk, recognized her staff for exceeding state requirements. Roxanne Rodriguez, Chief Deputy of the Records Division of the Hays County Clerk's Office, spoke about her staff's achievements and thanked the Court for their recognition.

Updates of community health assessment by local health department.

Matthew Gonzales, Health Equity and Community Engagement Program Manager with the Hays County Local Health Department, explained the purpose of the community health assessment and gave an update on its progress. The Court thanked Matthew and all others involved in this project. Tammy Crumley, Director of Countywide Operations, thanked Matthew for his work and encouraged the Court to be involved.

38589 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 Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

38590 Approve the payment of Juror checks.

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

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

5 - 0 Passed - Unanimously

38591 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 Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

38592 Approve Amended Commissioners Court Minutes of January 3, 2023 and Commissioners Court Minutes of January 17, 2023 and January 31, 2023.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve Amended Commissioners Court Minutes of January 3, 2023 and Commissioners Court Minutes of January 17, 2023 and January 31, 2023.

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

5 - 0 Passed - Unanimously

38593 Approve and confirm the appointment of Michael Dwayne Fuentes as a regular full-time Deputy Constable in the Hays County Constable Precinct 3 Office.

Don Montague, Constable Precinct 3, presented the officer and stated he will work as a school resource officer.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve and confirm the appointment of Michael Dwayne Fuentes as a regular full-time Deputy Constable in the Hays County Constable Precinct 3 Office.

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

5 - 0 Passed - Unanimously

38594 Accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 3.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept the 2022 Racial Profiling Report from the Hays County Constable Office Precinct 3.

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

38595 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.

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

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

Authorize Building Maintenance to have Sullivan Contracting Services install a new roof on the Kyle WIC Building in the amount of \$71,958.90.

Dan Lyon made a public comment concerning the cost of the new roof. Tammy Crumley, Director of Countywide Operations, stated an employee could clarify the inspection fees for the Court later in the meeting. Judge Becerra tabled the item.

Clerk's Note: Item G-8 was reopened at 10:52 a.m.

Chris Deichmann, Countywide Operations, explained the inspection is needed due to animals getting into the building. Marisol Villarreal-Alonzo, County Auditor, stated the bid received is competitive. The Court discussed the necessity of the roof replacement and its cost, and asked for new bids. No action taken.

Clerk's Note: Judge Becerra called for a recess that began at 11:01 a.m. and resumed back into open court at 11:10 a.m.

38596 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.

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

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

38597 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.

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

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

38598 Authorize Building Maintenance to purchase two (2) Rubbermaid Commercial Utility Carts in the amount of \$1,692.94 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize Building Maintenance to purchase two (2) Rubbermaid Commercial Utility Carts in the amount of \$1,692.94 and amend the budget accordingly.

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

38599 Approve Utility Permits.

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

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

5 - 0 Passed - Unanimously

38600 Amend various departmental operating, special revenue and capital project budgets in preparation for the County's Fiscal Year 2022 year-end process.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to amend various departmental operating, special revenue and capital project budgets in preparation for the County's Fiscal Year 2022 year-end process.

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

5 - 0 Passed - Unanimously

38601 Approve the appointment of Patrick Gibson to the Claiborne Kyle Log House Board to replace Pauline Villegas.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the appointment of Patrick Gibson to the Claiborne Kyle Log House Board to replace Pauline Villegas.

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

5 - 0 Passed - Unanimously

38602 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.

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

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

5 - 0 Passed - Unanimously

38603 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.

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

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

5 - 0 Passed - Unanimously

38604 Amend various departmental operating, special revenue and capital project budgets in preparation for FY 2023 quarterly financial reporting.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to amend various departmental operating, special revenue and capital project budgets in preparation for FY 2023 quarterly financial reporting.

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

5 - 0 Passed - Unanimously

38605 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.

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

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

5 - 0 Passed - Unanimously

38606 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.

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

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

5 - 0 Passed - Unanimously

38607 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).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to 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).

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

5 - 0 Passed - Unanimously

38608 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.

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

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

5 - 0 Passed - Unanimously

38609 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).

Commissioner Shell explained the original bids were too high, so the project is being split up and rebid.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute Contract Amendment No. 2 in the amount \$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).

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

5 - 0 Passed - Unanimously

38610 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.

Commissioner Ingalsbe explained this will authorize BGE to oversee the construction engineering and inspection services for the Dacy Lane project and ensure the construction is in compliance with Hays County specifications.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell 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.

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

5 - 0 Passed - Unanimously

38611 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).

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe 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).

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

5 - 0 Passed - Unanimously

38612 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.

Judge Becerra opened the public hearing at 10:38 a.m. No comments were made. Judge Becerra closed the public hearing at 10:38 a.m. Commissioner Ingalsbe stated there has been a lot of illegal dumping at this site. Mark Kennedy, General Counsel, spoke about a more enhanced program that is in the works for enforcing No Dumping zones.

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

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

5 - 0 Passed - Unanimously

38613 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.

Judge Becerra opened the public hearing at 10:41 a.m. No comments were made. Judge Becerra closed the public hearing at 10:41 a.m. Commissioner Shell explained the initial proposal was for a different location, but after further analysis this location was chosen and should improve safety issues.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe 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 Cohen, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

38614 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.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to accept road construction & surface drainage improvements, 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 for 6 Creeks subd., Phase 1, Section 13B.

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

5 - 0 Passed - Unanimously

38615 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.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept fiscal surety for street and drainage improvements in the amount of \$1,834,350.00 for the 272 AC Fitzhugh Subdivision.

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

5 - 0 Passed - Unanimously

38616 PLN-2089-NP; Discussion and possible action regarding the Anthem, Phase 4B, Final Plat.

Marcus Pacheco, Director of Development Services, gave background on the property and stated it has full staff recommendation.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the Anthem, Phase 4B, Final Plat (PLN-2089-NP).

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

5 - 0 Passed - Unanimously

38617 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).

Commissioner Smith explained plans for a shared facility for Hays County and the City of Dripping Springs. Judge Becerra gave support for this idea.

A motion was made by Commissioner Smith, seconded by Commissioner Shell 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).

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

5 - 0 Passed - Unanimously

38618 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.

Commissioner Ingalsbe stated she expects to come back with more funding opportunities in the next few weeks. Judge Becerra thanked those who contributed to this effort.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith 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.

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

5 - 0 Passed - Unanimously

38619 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.

Commissioner Ingalsbe stated these variances have been granted recently. Marcus Pacheco, Director of Development Services, explained the issue with the City of San Marcos that caused this request.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to grant 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.

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

5 - 0 Passed - Unanimously

38620 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.

Commissioner Cohen explained this will create more parking at the Precinct 2 Office.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe 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.

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

5 - 0 Passed - Unanimously

38621 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.

A motion was made by Commissioner Shell, seconded by Commissioner Smith 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.

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

5 - 0 Passed - Unanimously

38622 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.

Judge Becerra explained this is an administrative item. Commissioner Smith reminded department heads that percentile changes must be brought to the Court for approval.

A motion was made by Commissioner Ingalsbe, seconded by Judge Becerra 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.

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

5 - 0 Passed - Unanimously

38623 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.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve vendors for the April 29th Dia del Nino event by Community Action in accordance with the Hays County Property Use Policy.

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

5 - 0 Passed - Unanimously

38624 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.

Commissioner Shell explained the County must declare an emergency in order to use General Fund reserves after the adoption of the budget, and that some programs to put those funds towards have been identified. Mike Jones, Director of Emergency Services, suggested committing \$250,000. The Court discussed debris clean up strategies and the need to avoid fueling wildfires. Commissioner Shell amended his motion to use up to \$500,000 from General Fund reserves for debris removal.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to declare an emergency use of General Fund reserves pursuant to Texas Local Government Code, Ch. 111.010(c) for debris removal up to \$500,000 as a result of the Winter Storm on January 30th through February 2, 2023 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

38625 Discussion and possible action to re-grade the Assistant Pre-trial Services Director grade 114 to a grade 115 effective February 16, 2023.

Commissioner Shell explained the need for a re-grade for this new position. Randy Focken, Director of Court and Pretrial Services, stated this re-grade would provide separation between positions and avoid compression. Shari Miller, Director of Human Resources, provided more details about the projected growth of the office and the need for a re-grade. Focken stated the position will most likely need to be re-graded to 116 after the salary study is complete. Vickie Dorsett, Hays County Budget Officer, provided the fiscal impact of re-grading to 116. Commissioner Shell amended his motion to change the re-grade from 115 to 116.

A motion was made by Commissioner Shell, seconded by Judge Becerra to re-grade the Assistant Pre-trial Services Director grade 114 to a grade 116 effective February 16, 2023.

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

5 - 0 Passed - Unanimously

38626 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.

Brett Littlejohn, Juvenile Detention Center Facility Administrator, stated this position has been vacant and this is the only applicant since last August.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell 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.

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

5 - 0 Passed - Unanimously

38627 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.

Marcus Pacheco, Director of Development Services, explained the candidate's qualifications, including being bilingual, and stated there is no additional funding requested due to a retirement. Judge Becerra spoke about the need for more bilingual employees and additional compensation for them. Commissioner Smith spoke about the high volume of work Development Services handles.

A motion was made by Commissioner Smith, seconded by Commissioner Shell 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.

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

5 - 0 Passed - Unanimously

38628 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.

Judge Becerra called on David Peterson, Constable Precinct 1, and Deputy Daniel Law to answer questions about the vehicles being replaced. The Court discussed the County's permitted uses of cars, including for personal use and transportation to other employment, and suggested revisiting and reconsidering the policy. Marisol Villarreal-Alonzo, County Auditor, asked the Court to also revisit reporting requirements so that they can be standardized across the County.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell 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.

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

5 - 0 Passed - Unanimously

38629 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.

A motion was made by Commissioner Shell, seconded by Commissioner Smith 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.

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

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 12:03 p.m. and resumed back into open court at 1:59 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.

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.

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.

38630 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.

Commissioner Ingalsbe stated the Court already authorized execution of the Purchase Agreement, and General Counsel typically attends closing and signs the remainder of documents related to the transaction.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize General Counsel to take all actions and execute all documents incidental to closing the transaction between Hays County and landowners for the County's purchase of 2400 N IH-35 in San Marcos, Precinct 1.

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

5 - 0 Passed - Unanimously

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.

No action taken.

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.

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 614 for the week of February 5, 2023, with a peak of 627 inmates on February 10, 2023. The estimated cost for outsourcing inmates this week was \$170,042. The average number of outsourced males is 255 and females is 17. 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.*

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.*

Clerk's Note Agenda Item #M-5 RE: *Updates of community health assessment by local health department. - WAS PULLED.*

38631 Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071.

Commissioner Smith spoke about the issue of the Texas Department of Criminal Justice not accepting its inmates in a timely manner, resulting in the County having to hold and transport state inmates without reimbursement. Commissioner Ingalsbe further spoke about unfunded mandates from the State and what actions counties can take during the legislative session.

A motion was made by Commissioner Smith, seconded by Judge Becerra to adopt a Resolution regarding Texas Department of Criminal Justice Inmates.

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

5 - 0 Passed - Unanimously

Commissioner Smith spoke about the need for County land use authority in order to maintain some local control over development, especially in areas with both rural and suburban development like Hays County. Commissioner Ingalsbe stated this has been an issue with the State Legislature since the late 1990s.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt a Resolution regarding County Land Use Authority.

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

5 - 0 Passed - Unanimously

Commissioner Smith explained West Travis County Public Utility Agency does not have the same abilities as other water providers in Texas, and spoke about the need to reduce stress on the aquifer. Judge Becerra gave support for protecting the aquifer.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt a Resolution regarding the Procurement of Adequate Water Resources and Equitable Water Service Provider Authority by the West Travis County Public Utility Agency (WTCPUA).

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 2:00 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on FEBRUARY 14, 2023.





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





AGENDA ITEM REQUEST FORM: **G. 7.**

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the cancelation of the Hays Commissioners Court on the following dates in 2023: July 18, August 29, September 26, October 3, 17, 31, November 14, 28 and December 12. **INGALSBE**

Summary

Court dates have been presented for cancelation due to upcoming education and training opportunities. I have coordinated with the Budget Officer, regarding the cancelation of these dates, to ensure there are no conflicts with the budget process.



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to execute the annual renewal agreement between Hays County Building Maintenance and Johnson Controls in the amount of \$10,900.00 for the preventative maintenance and repairs of the County's remote access thermostat system. **BECERRA/T.CRUMLEY**

Summary:

This annual agreement with Johnson Controls is for the annual preventative maintenance and needed repairs of the remote access thermostat system utilized by Building Maintenance. This renewal agreement is for April 2023 through March 2024. Funding for this was budgeted and approved in the Building Maintenance FY23 Operating Budget. Pricing for the agreement is approved under Sourcewell Cooperative Contract #070121-JHN.

Fiscal Impact:

Amount Requested: \$10,900

Line Item Number: 001-695-00.5448

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 Cooperative Contract #070121-JHN

G/L Account Validated Y/N?: Yes, Contact Services Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Johnson Controls 23/24 Renewal



PLANNED SERVICE RENEWAL

1/9/2023

Hays County Government Center
712 S Stagecoach Trl
San Marcos TX 78666-5999

Hays County Block Hours - 2023



Dear Chris:

Thank you for choosing Johnson Controls to provide the maintenance solution for your facility. We appreciate your business and look forward to continuing as your building technology services partner.

Your current service agreement (1-116259385073) will expire on 03/31/2023. We are pleased to offer a one year continuation of your current agreement for the annual sum of \$10,900.00, to be paid quarterly. The scope will remain the same and the term of this contract will be 04/01/2023 to 03/31/2024. Invoices will be sent to:

County Of Hays
712 S Stagecoach Trail Ste 1071
San Marcos TX 78666

To continue service without interruption, please sign below and return to me by 3/1/2023. If you require us to reference a requisition or purchase order on our invoices, please provide a copy of that document when you return this signed notice.

As a manufacturer of mechanical, controls, security and fire systems, we have the expertise and resources to provide proper maintenance and repair services for your facility. With planned service you're getting a solution that can help optimize your building's performance, provide dependability, sustainability and energy efficiency. Your service is delivered with the attention of a local service company backed by the resources of a global organization.

Again, thank you for your business and we look forward to serving you in the coming year. Please do not hesitate to call if I can assist you in any way.

Sincerely,
Johnson Controls

Customer Signature: _____

Kenna Horton
JOHNSON CONTROLS AUSTIN WACO
TX CB - 0N88
401 Center Ridge Dr Ste 400 Ste 400
Austin TX 78753-1350
Kenna.K.Horton@jci.com
Phone: (866)819-0231

Customer Name: Ruben Becerra

Customer Title: Hays County Judge

PO/Requisition #: _____

Johnson Controls planned service proposal

Prepared for HAYS COUNTY GOVERNMENT CENTER

Customer
HAYS COUNTY GOVERNMENT CENTER

Local Johnson Controls Office
401 CENTER RIDGE DR STE 400 STE 400
AUSTIN, TX 78753-1350

Agreement Start Date:
04/01/2023

Proposal Date
02/9/2023

Estimate No:
1-1K55UNGQ



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.



Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for HAYS COUNTY GOVERNMENT CENTER

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 04/01/2023 and ending 03/31/2024.
- The agreement price for first year is \$10,900.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.
- Sourcewell Cooperative Contract #070121-JHN

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

James Novotny
Service Manager
(866) 819-0231

The power behind your mission

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**

Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

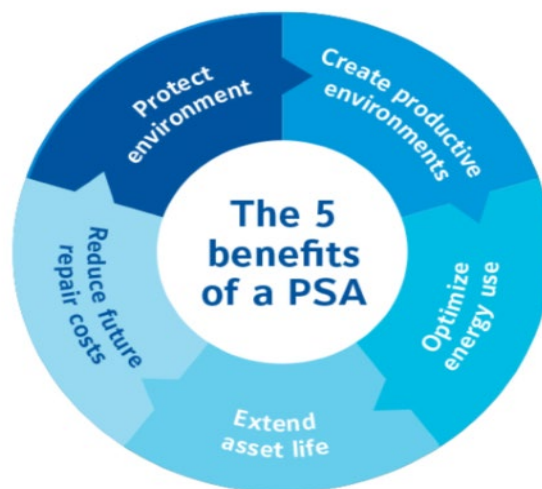
Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote environmental health and safety**

When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.



All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind your mission

Planned Service Agreement

Customer Name : HAYS COUNTY GOVERNMENT CENTER
Address: 712 S STAGECOACH TRL SAN MARCOS,TX 78666-5999
Proposal Date: 02/09/2023
Estimate #: 1-1K55UNGQ

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 04/01/2023 and will continue until 03/31/2024 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Sourcewell Pricing

Johnson Controls Labor Street Rate less 5% - The Mileage Charge for USA is \$1.84 per mile..

| LABOR | | | | | | |
|---------|---|-------------------------|------------|-------------|----------------------------------|--------------|
| TYPE | DESCRIPTION- Add lines for additional labor types | JCI STREET RATE (\$/HR) | MULTIPLIER | NET (\$/HR) | HRS | SUB TOTAL |
| TECH | AUTOMATION TECHNICIAN, JCI | \$ 241.00 | 0.9 | \$ 216.90 | 50 | \$ 10,845.00 |
| | | | | | | |
| | | | | | LABOR TOTAL | \$ 10,845.00 |
| | | | | | | |
| | | | | | | |
| MISC | | | | | | |
| ITEM | DESCRIPTION- add lines for additional sub contracts etc | COST (EA) | MULTIPLIER | NET (EA) | QTY | SUB TOTAL |
| MILEAGE | VEHICLE MILEAGE | \$ 1.85 | 1 | \$ 1.85 | 250 | \$ 462.50 |
| | | | | | | |
| | | | | | MISC TOTAL | \$ 462.50 |
| | | | | | | |
| | | | | | SUB TOTAL | \$ 11,307.50 |
| | | | | | Discount Year 2023-2024 | \$ (407.50) |
| | | | | | PROJECT TOTAL MAXIMUM SELL PRICE | \$ 10,900.00 |
| | | | | | | |

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is \$10,900.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location: COUNTY OF HAYS
712 S STAGECOACH TRAIL STE 1071
SAN MARCOS,TX 78666

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

- ☐ No: This signed contract satisfies requirement
- ☐ YES: Please reference this PO number :

AR Invoices are accepted via e-mail:

- ☐ YES: E-mail address to be used :
- ☐ No: Please submit invoices via mail
- ☐ No: Please submit via :

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

Ruben Becerra

JCI Manager:

Customer Manager:

JCI Manager Signature:

Customer Manager Signature:

Hays County Judge

Title:

Date:

Title:

Date:

JCI Branch: JOHNSON CONTROLS AUSTIN WACO TX CB - 0N88

Address:401 CENTER RIDGE DR STE 400 STE 400

AUSTIN,TX 78753-1350

Branch Phone:(866) 819-0231

Branch Email:

Schedule A - Equipment List

| | |
|-------------------------------|---|
| HAYS COUNTY GOVERNMENT CENTER | 712 S STAGECOACH TRL SAN MARCOS, TX 78666-5999 |
|-------------------------------|---|

Product: Block Hours - Controls

| | |
|------------------------|--------------------------|
| Quantity: 1 - 50 hours | Services Provided |
| Coverage Level: Basic | 2 Preventive Maintenance |

| | | | |
|---------------------|---------------------|----------------|-----------------|
| <u>Customer Tag</u> | <u>Manufacturer</u> | <u>Model #</u> | <u>Serial #</u> |
| | JCI_YORK | | 1-TZ57456 |

Equipment tasking

Block Hours - Controls

- Preventive Maintenance
 - Check with appropriate customer representative for operational deficiencies
 - Perform scheduled block hour tasks
 - Complete any required maintenance checklists, report observations to appropriate customer representative

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

| Year | Total Annual Dollar Amount | Payment Frequency |
|------|----------------------------|-------------------|
|------|----------------------------|-------------------|

Special Additions and Exceptions

TERMS AND CONDITIONS
DEFINITIONS (REV 4/22)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and cloud-hosted software offerings and tools to improve and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. PREMIUM COVERAGE means BASIC COVERAGE plus Repair Labor, plus Repair Materials (unless excluded from the Agreement). If Customer has ordered PREMIUM COVERAGE, JCI will inspect the Covered Equipment within forty-five (45) days of the date of this Agreement, or as seasonal or operational conditions permit. JCI will then advise Customer if JCI finds any Covered Equipment not in working order or in need of repair. With Customer's approval, JCI will perform the work necessary to put the Covered Equipment in proper working condition, subject to the terms of this Agreement. Customer will pay for such work at JCI's standard rates for parts and labor in effect at the time that the work is performed. If Customer does not want JCI to perform the work identified as necessary by JCI, any equipment thereby affected will be removed from the list of Covered Equipment, and the Contract Price will be adjusted accordingly. Should Customer not make JCI's recommended repairs or proceed with the modified PREMIUM COVERAGE, JCI reserves the right to invoice Customer for the cost of the initial equipment inspection.

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor

Johnson Controls **Planned Service Proposal**

Prepared for HAYS COUNTY GOVERNMENT CENTER

the ROC are responsible for damages. Customer is responsible for any and all costs and expenses arising from Customer's failure to provide timely updates for any of the contact information submitted to the ROC.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI may (but shall have no obligation to) notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. If, after receiving notice of an Out of Scope Defect, Customer elects not to engage JCI to repair such Out of Scope Defect, Customer shall defend and indemnify JCI from and against any and all losses, damages, claims, costs and expenses arising directly or indirectly out of such Out of Scope Defect. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "**Customer Terms**"), which Customer Terms are incorporated into this Agreement by this reference. A copy of the Customer Terms currently in effect is found at www.johnsoncontrols.com/customerterms.

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

- (a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;
- (b) disposal of hazardous wastes (except as otherwise expressly provided herein);
- (c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;
- (d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;
- (e) the furnishing of materials and supplies for painting or refinishing equipment;
- (f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;
- (g) replacement of obsolete parts; and
- (h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:
 - abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
 - equipment not covered by this Agreement or attachments made to Covered Equipment;
 - acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
 - use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
 - site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
 - the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
 - issues or failures not specifically covered by this Agreement; or
 - occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend,

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discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable.

JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by Company, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the Company's proposal or quotation, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

JCI warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

- (1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;
- (2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;
- (3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;
- (4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;
- (5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;
- (6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;
- (7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;
- (8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;
- (9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;
- (10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;
- (11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;
- (12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance

carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach. In addition, Customer shall be responsible for paying or reimbursing JCI for any costs associated with corrective work required as a result of Customer's breach of these obligations.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer hereby releases JCI from any liability for any event or condition customarily covered by commercial liability insurance. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO \$250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

K. RESOLUTION OF DISPUTES

If a dispute arises under this Agreement, the parties shall promptly attempt in good faith to resolve such dispute by negotiation. In the event the dispute is unable to be resolved, either party shall have the right to initiate arbitration by filing with the American Arbitration Association provided no other legal action has been previously filed. Upon filing of the arbitration, the AAA shall have the exclusive jurisdiction over the Dispute. Thus, either party may decide to file an action in a court of competent jurisdiction. If that court filing is the first legal proceeding filed, that court shall have jurisdiction over the Dispute to the exclusion of any arbitration. Arbitration shall be conducted in accordance with the then current arbitration rules of the American Arbitration Association or other arbitration service mutually agreed to by the parties. Arbitration must be completed within sixty (60) days after the Dispute is submitted to arbitration unless the parties mutually agree otherwise. The award rendered by the arbitrator shall be final, and judgment issued by the Arbitrator may be entered in accordance with applicable law in any court having competent jurisdiction. The party prevailing in the arbitration or court proceeding shall be entitled to an award of its reasonable costs, including reasonable attorneys' fees, incurred as a result of the Dispute. CUSTOMER MUST BRING ANY CLAIM AGAINST JCI WITHIN ONE (1) YEAR AFTER THE CLAIM AROSE. IF CUSTOMER DOES NOT, CUSTOMER WILL HAVE IRREVOCABLY WAIVED ITS RIGHT TO SUE JCI AND/OR INSTITUTE OTHER PROCEEDINGS, AND JCI SHALL HAVE NO LIABILITY TO CUSTOMER FOR SUCH CLAIM. TIME IS OF THE ESSENCE RELATIVE TO CUSTOMER PURSUING ANY SUCH CLAIM. THE PROVISIONS OF THIS AGREEMENT WHICH APPLY TO ANY CLAIM SHALL REMAIN IN EFFECT EVEN AFTER THE AGREEMENT IS TERMINATED. JCI AND CUSTOMER EACH WAIVE THEIR RIGHT TO A JURY TRIAL.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term." Customer agrees to issue and send a Purchase Order to JCI at least thirty (30) days prior to expiration of the Original Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to JCI.
2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.
3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.
4. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, equipment or component parts that are discontinued, become obsolete or are otherwise not commercially available, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.
5. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. If Customer terminates this Agreement, other than in accordance with this Section L, Customer shall also pay Johnson Controls 35% of the charges for Services remaining to be paid for the unexpired Term of this Agreement as liquidated damages and not as a penalty. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that JCI may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

M. ASBESTOS, MOLD, BIOHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services. Customer shall defend and indemnify JCI against any losses, costs, damages, expenses, and claims arising out of its failure to comply with this Section M.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to

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Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the installation and deployment of site assessment tools and the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. **Customer consents to the installation and deployment of site assessment tools and the collection, transfer and ingestion and use of such data by JCI to enable JCI to provide, maintain, protect and improve the Digital Enabled Services and JCI's products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance and that JCI shall not be liable for any injury, loss or damage caused by any act of omission of JCI related to or arising from the monitoring of the equipment under the Digital Enabled Services.** Certain equipment sold hereunder includes by default JCI's Connected Equipment Services. **Digital Enabled Services may be on by default and the remote connection will continue to connect to Customer's Equipment through the full equipment lifecycle, unless Customer specifically requests in writing that JCI disable the remote connection or JCI discontinues or removes such remote connection.** If Customer's equipment includes Digital Enabled Services, JCI will provide a cellular modem or other gateway device ("Gateway Device") owned by JCI or Customer will supply a network connection suitable to establish a remote connection with Customer's applicable equipment to permit JCI to perform Digital Enabled Services. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using Digital Enabled Service's mobile or web application. Any Gateway Devices provided hereunder shall remain JCI's property, and JCI may upon reasonable notice access and remove such Gateway Device and discontinue services in accordance with the Software Terms. If Customer does not permit JCI to connect via a connection validated by JCI for the equipment or the connection is disconnected by Customer, and a service representative must therefore be dispatched to the Customer site, then the Customer shall pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for services performed by the service representative.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise set forth in the applicable order, quote, proposal or purchase documentation, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable order, quote, proposal or purchase documentation. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. Privacy.

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy

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Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

5. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.
2. This Agreement may not be assigned by Customer without JCI's prior written consent. JCI shall have the right to assign this Agreement to any other person, firm, or corporation without Customer's consent. JCI shall also have the right, in its sole discretion, to subcontract any portion of the Services. This Agreement inures to the benefit of and is applicable to any assignees or subcontractors of JCI, and is binding upon Customer with respect to said assignees or subcontractors with the same force and effect as it binds Customer to JCI.
3. This Agreement shall be subject to and governed by the laws of the State where the Services are performed.
4. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
5. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.
6. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.
7. JCI expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of JCI's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to JCI's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of JCI.
8. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.
9. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

ADDENDUM TO PSA TERMS AND CONDITIONS FOR MONITORING OF INTRUSION, FIRE AND OTHER SAFETY SYSTEMS

If Remote Monitoring Services explicitly includes remote fire alarm monitoring, security alarm monitoring or video monitoring in the scope of work or customer charges, the Agreement is hereby modified and amended to include the terms and provisions of this Addendum to the PSA for Monitoring of Intrusion, Fire and Safety Systems (the "Addendum"). Capitalized terms that are not defined herein, shall have the meaning given to them in the Agreement. In the event of a conflict between the terms and conditions of this Addendum and those appearing in the Agreement, the terms and conditions of this Addendum shall prevail.

1. **Remote Monitoring of Alarm Signals.** If JCI receives an emergency alarm signal at JCI's ROC, JCI shall endeavor to notify the appropriate police or fire department, or other emergency response agency having jurisdiction and JCI shall endeavor to notify Customer or its designated representative by email unless instructed to do otherwise by Customer in writing and/or based on standard operating procedures for the ROC. JCI, upon receipt of a non-emergency signal from the Premises, shall endeavor to notify Customer's representative pursuant to Customer's written instructions, defaulting to email or text notification. Customer acknowledges that if the signals transmitted from the Premises will be monitored in a monitoring facility not operated by JCI, the personnel in such monitoring facilities are not the agents of JCI, nor does JCI assume any responsibility for the manner in which such signals are monitored or the response to such signal.
2. **Remote Monitoring Services Pricing.** Remote Monitoring Services shall be provided by JCI if the Agreement includes a charge for such Service. If such Service is purchased, JCI will monitor the number of alarms for the Premises and the initial charge is based on the pricing agreed to by the parties, subject to the terms and conditions of this Addendum. If the number of alarms produced at the Premises goes beyond the contracted number of alarms in a month, Customer will be billed an overage fee.
3. **Communications Media.** Customer acknowledges that monitoring of Covered Equipment requires transmission of signals over standard telephone lines and/or the Internet and that these modes of transmission may be interrupted, circumvented, or compromised, in which case no

signal can be transmitted from the Premises to the monitoring facility. Customer understands that to allow the monitoring facility to be aware of such a condition, additional or alternative protection can be installed, such as line security devices, at Customer's cost and expense and for transmission via telephone line only. Customer acknowledges it is aware that line security devices are available and, unless expressly identified in Schedule A - Equipment List, has declined to purchase such devices. Customer further acknowledges that such additional protection is not available for Internet transmission under this Agreement.

4. False/Unnecessary Alarms; Service Calls. At JCI's option, an additional fee may be charged for any false alarm or unnecessary Service Visit caused or necessitated by Customer. In addition, Customer shall be fully responsible and liable for fines, penalties, assessments, taxes, fees or charges imposed by a governmental body, telephone, communication, or signal transmission company as the result of any false alarm and shall reimburse JCI for any costs incurred by JCI in connection therewith. Customer shall operate the system carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond the control of JCI. If an undue number of false alarms are received by JCI, in addition to any other available remedies available to JCI, JCI may terminate this Agreement and discontinue any Service(s) and seek to recover damages. If an agent is dispatched, by a governmental authority or otherwise, to respond to a false alarm, where the Customer, or any other party has intentionally, accidentally or negligently activated the alarm signal, Customer shall be responsible for and pay any and all fees and/or fines assessed with respect to the false alarms and pay to JCI the additional charges and costs incurred by it from a false alarm. If the Customer's system has a local audible device, Customer authorizes JCI to enter the Premises to turn off the audible device if JCI is requested or ordered to do so by governmental authorities, neighbors or anyone else and Customer will pay JCI its standard service call charge for each such visit. Police agencies require repair of systems which cause false dispatches. Customer shall maintain the equipment necessary for JCI to supply the Services and Customer shall pay all costs for such maintenance. At least monthly, Customer will test the system's protective devices and send test signals to the ROC for all monitoring equipment in accordance with instructions from JCI or the ROC. Customer agrees to test the monitoring systems, including testing any ultrasonic, microwave, infrared, capacitance or other electronic equipment prior to the end of each month and will immediately report to JCI if the equipment fails to respond to the test. Customer shall make any necessary repairs as soon after receipt of notice as is reasonably practical. Customer shall at all times be solely responsible for maintaining any sprinkler system in good working order and provide adequate heat to the Premises.

5. Remote Monitoring of Video Monitoring Services. During the Term, JCI's sole and only obligation arising from the inclusion of Video Monitoring Services in any Service offering shall be to monitor the digital signals actually received by JCI at its ROC from means of the Video System and upon receipt of a digital signal indicating that an alarm condition exists, to endeavor, as permitted by law, to notify the police or other municipal authority deemed appropriate in JCI's absolute discretion and to such persons Customer has designated in writing to JCI to receive notification of such alarm condition as set forth herein. . No alarm installation, repair, maintenance or guard responses will be provided under this Video Monitoring Services option. JCI may, without prior notice to Customer, in response to applicable law or insurance requirements, revise, replace, discontinue and/or rescind its response policies and procedures.

a. Inception and conclusion of service. Video Monitoring shall be provided by JCI if this Agreement includes a charge for Video Monitoring Services. If such Video Monitoring Service is purchased, Video Monitoring Services will begin when the Video System is installed and operational, and when the necessary communications connection is completed. No obligation for the provision of this Video Monitoring Service will commence until these requirements are met.

b. Customer Equipment. Customer shall obtain, at its own cost and expense: (a) the equipment necessary to connect to JCI's ROC; and (b) whatever permission, permits or licenses that may be necessary from all persons, governmental authorities, utility, and any other related service providers in connection with the Services. The video system to be used by the Customer is intended to produce and transmit video images (the "Video System Images") of the Premises to the ROC (the "Video System"). JCI makes no promise, warranty or representation that the video system will operate as intended. Customer further agrees that, notwithstanding any role or participation by JCI in Video System and Video System Images, JCI shall have no responsibility or obligation with regard to Customer, the Video System or any other Customer equipment.

c. System Location. The Video System related cameras shall be located and positioned by Customer along with attendant burglary digital alarm signal(s). Customer shall ensure that the Video System related cameras will be positioned and located such that it will only produce or capture Video System Images of areas of the Premises. Customer will provide adequate illumination under all operating conditions for the proper viewing of the cameras. Customer acknowledges and agrees that JCI has exercised no control over, or participated in locating or positioning the Video System related camera including, but not limited to selecting what areas, locations, things or persons that the Video System Images may depict or capture.

d. Images. Customer shall be solely responsible for the Video System Images produced or captured by the Video System and Customer shall defend, indemnify and hold harmless JCI and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third party claims, demands, or suits in connection with the use, operation, location and position of the Video System, and the Video System Images resulting there from, including, but not limited to, any claims of any person depicted in a Video System image, including but not limited to, any claim by such person that his or her privacy has been invaded or intruded upon or his or her likeness has been misappropriated. Any duty to obtain the consent or permission of any person depicted in a Video System Image to have his or her likeness to be depicted, received, transmitted or otherwise used, and the duty to determine and comply with any and all applicable laws, regulations, standards and other obligations that govern the legal, proper and ethical use of video capturing devices, such as the Video System, including, but not limited to, notification that the Video System is in use at the Premises, shall be the sole responsibility of the Customer. JCI agrees to make Video System Images available to Customer and upon their respective request. JCI makes no promise, warranty or representation as to the length of time that it retains Video Images, or the quality thereof.

e. Video System Signals. When a signal from the Video System is received, JCI reserves the right to verify all alarm signals before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe, in its sole discretion, that an emergency condition does not exist. JCI will first attempt to verify the nature of the emergency by using visual verification and/or the two-way voice system (if applicable) of the Video System included in Customer's system. If JCI determines that an emergency condition exists, JCI will endeavor to notify the proper police or emergency contact on a notification call list provided in writing by Customer to JCI,

or its designee. When a non-emergency signal is received, JCI will attempt to contact the first available Customer representative on the notification call list but will not notify emergency authorities, this notification will be in the form of email or text and follow ROC processes. If the customer requires phone calls to the call list for any emergency or non-emergency situation, the customer will need to make this request in writing. Customer authorizes and directs JCI, as its agent, to use its full discretion in causing the arrest or detention of any person or persons on or around the premises who are not authorized by Customer. **JCI WILL NOT ARREST OR DETAIN ANY PERSON.**

f. Recordings. Customer consents to the tape recording of all telephonic communications between the Premises and JCI. JCI will have no liability arising from recording (or failure to record) or publication of any two-way voice communications, other video recordings or their quality. JCI shall have no liability in connection with Video System or the Video System Images, including, but not limited to, any failure, omission, negligence or other act by JCI, or any of its officers, employees, representatives, agents, contractors, or any other third party in connection with the receipt (or failure of receipt), transmission, reading, interpreting, or response to any Video Image.

6. Risk of Loss is Customer's. JCI does not represent or warrant that the Services will prevent any loss by burglary, holdup, fire or otherwise, or that the Services will in all cases provide the protection for which it is installed or intended, or that the Services will be uninterrupted or error-free. Customer assumes all risk of loss or damage to the Premises being monitored and to its contents, whether belonging to Customer or others; and has not relied on any representations and warranties of JCI, express or implied, except as specifically set forth in this Agreement. Further, expressly excluded from this Agreement are the warranties of merchantability or fitness or suitability for a particular purpose.

7. JCI'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN THE PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. JCI'S ROC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELCO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELCO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELCO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELCOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR JCI'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELCO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT JCI WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELCO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELCO SERVICE'S DATA FORMAT AFTER JCI'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELCO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO JCI'S ROC. IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS COMPATIBLE, JCI WILL PERMIT CUSTOMER TO USE ITS TELCO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT JCI RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC REGARDLESS OF THE TYPE OF TELCO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF JCI DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELCO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELCO SERVICE THAT IS NOT COMPATIBLE, THEN JCI WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO JCI AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO JCI'S ROC. JCI WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELCO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELCO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELCO SERVICE IS INTERRUPTED, AND THAT JCI MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELCO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELCO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF JCI. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELCO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELCO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

[END OF DOCUMENT]



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Jerry H. Borcharding

Sponsor:

Commissioner Shell

Agenda Item

Authorize the County Judge to sign a resolution of support for the establishment of a No Parking Zone on RM 12. **SHELL/BORCHERDING**

Summary

This action will support TXDOT's effort to establish a No Parking Zone along RM 12. The zone will be centered at 6900 RM 12 and will extend along both eastbound and westbound travel lanes.

Attachments

RM 12 No Parking Resolution



A Resolution of the Hays County Commissioners Court

Approving An Agreement between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the **County of Hays**, acting by and through its duly authorized officials, called the “Local Government.” The State and Local Government shall be collectively referred to as “the parties” hereinafter and Authorizing the County Judge to Execute the Agreement on behalf of Hays County.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments and political subdivisions for development, construction, maintenance of public roads and the State highway system within the political subdivision; and

WHEREAS, the parties agree that efforts to improve safety along RM 12 in Hays County are in the best interest of all citizens; and

WHEREAS, it is recognized that parking within the rights-of-way along active roadways poses a danger to vehicular traffic and pedestrian traffic; and

WHEREAS, there has been reported multiple instances of vehicles parking along the right-of-way of RM 12 near 6900 RM 12,

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioner Court issues this proclamation in support of the establishment of a NO PARKING ZONE along both eastbound and westbound travel lanes of RM 12, with the zone centered on 6900 RM 12 for a distance to be determined by TXDOT.

RESOLVED, ORDERED, AND DECLARED this 28th day of February, 2023.

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Michelle Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas MBA PhD
Hays County Clerk



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the execution of an agreement between Building Maintenance and Flair Data Systems, Inc. for the preventative maintenance and repair services of the Uninterruptible Power Supply (UPS) devices located at the Public Safety Building. **SHELL/CRUMLEY**

Summary:

There are two UPS devices located at the Public Safety Building. These devices are in place to respond instantly to power failure, giving the building's generator time to kick on and take over the power load. These UPSs are no longer under warranty and now need to be under a preventative maintenance and service agreement. These are not the small under your desk UPSs that may come to mind, these are very large UPS devices that can carry the load for the entire building. They have capacitors, air filters, and connection components that all need to be inspected and possibly replaced once or twice a year. Although a UPS has a redundant power supply, it is possible for power supplies to suffer from input voltage surges, which can cause unexpected stress and overheating, which Flair will be able to detect, and we can avoid with regular inspections. Funding for this agreement was approved in the Building Maintenance FY23 Operating Budget. Flair Data Systems, Inc. has provided us with a proposed agreement under the DIR purchasing contract DIR-TSO-4354.

Fiscal Impact:

Amount Requested: \$34,852.30

Line Item Number: 001-695-00.5448

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, DIR-TSO-4354

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Approved FY23 Budget
Flair Data Systems Quote



Budget Worksheet Report

Budget Year 2023

Account Account Description 2023
Commissioners'
Court Approved

Fund **001 - General Fund**

EXPENSE

Department **695 - Building Maintenance**

Division **00 - Operating**

Operating

5411 Equipment Maintenance and Repair 15,000.00

Comments

Level

Comment

Requested

Repair and Maintenance for building generators and elevators (6 generators and 10 elevators).

5413 Vehicle Maintenance and Repair 8,915.00

Comments

Level

Comment

Requested

\$1,800 Enterprise maintenance fee (CURRENT)
\$912 Enterprise maintenance fee (REQUESTING 2 ADDITIONAL TRUCKS)
\$6,200 All other vehicle maintenance and repairs

5448 Contract Services 284,832.00

Comments

Level

Comment

Requested

\$136,100 - JME Annual Agreement PM & Filter Cost
\$3,000 - AAMS Septic Annual Agreement Cost
\$32,400 - Otis Elevator Annual Agreement Cost
\$9,000 - Smith Detection Annual Agreement Cost
\$10,100 - Johnson Controls Annual Agreement Cost
\$13,000 - WPI Generator Maintenance Annual Agreement Cost
\$29,000 - FireTrol Annual Agreement Cost
\$17,000 - United Power UPS Agreement for PSB
\$6,000 - Maintenance agreement for tax office's Pneumatic Tube System

Recommended

Add Conference Technologies for PSB - court approved on 7/19/22

5451 Building Maintenance and Repair 500,000.00

Comments

Level

Comment

Requested

General Maintenance and Repair funds for all County Buildings. Includes increase to cover the addition of the PSB and Elections Building.

5452 Trash Hauling 29,700.00

Comments

Level

Comment

Requested

\$1,700 Green Guy Recycling
\$28,000 Waste Connect Trash Hauling for County Buildings

| | Unit | | DIR |
|--|--------------------|--------------------|--------------------|
| Maintenance | List Price | | |
| Flex: 2 Hr Rsp, 7x24 Cvg, PredictPulse , | | | |
| Parts&Labor Disc (FL27NEDX-0225) | \$11,838.35 | \$11,838.35 | \$10,062.60 |
| <ul style="list-style-type: none"> • After Hours (7x24) w/ Parts&Labor • 2 HR Response Time • PredictPulse Remote Monitoring • 30% Spare Part Kit and Time and Material Discount | | | |
| 1x per term: UPS Preventive Maintenance, Business Hrs (5x8) (0006NXXX-0225) | \$2,388.00 | \$2,388.00 | \$2,029.80 |
| <ul style="list-style-type: none"> • 2x per term: UPS Preventive Maintenance, Business Hours (5x8) | \$4,032.00 | \$4,032.00 | \$3,427.20 |
| <ul style="list-style-type: none"> • 1x per term: Sealed Battery Preventive Maintenance, Any Time (0005NSXX072) | \$2,243.00 | \$2,243.00 | \$1,906.55 |

• EOSL Status Active
Supporting Documents: T-0, X-1, R-2, R-5,
R-30, R-32, R-33, R-10

| Site Location | Model | Serial Number | Quantity |
|---------------|--------------|------------------|----------|
| Hays County | 93PM-160-200 | EP191UXX03 | 1 |
| | | Subtotal: | 1 |



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Ron Hood

Sponsor:

Commissioner Smith

Co-Sponsor:

Commissioner Shell

Agenda Item

Accept the 2022 Racial Profiling Report and the 2022 Annual Activity Report from Hays County Constable Office, Pct. 4. **SMITH/SHELL/HOOD**

Summary

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

Attached: - 2022 Racial Profile Full Report (TCOLE)
- 2022 Yearly Activity Report (Pct. 4)

Attachments

2022 Racial Profile Full Report (TCOLE)
2022 Yearly Activity Rpt. (Pct. 4)

Racial Profiling Report | Full

Agency Name: HAYS CO. CONST. PCT. 4
Reporting Date: 02/23/2023
TCOLE Agency Number: 209104

Chief Administrator: RONALD E. HOOD

Agency Contact Information:

Phone: (512) 858-7605

Email: ron.hood@co.hays.tx.us

Mailing Address:

195 Roger Hanks Parkway, Ste 3
DRIPPING SPRINGS, TX 78620

This Agency filed a full report

HAYS CO. CONST. PCT. 4 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. 4 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the HAYS CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the HAYS CO. CONST. PCT. 4 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. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the HAYS CO. CONST. PCT. 4 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. 4 has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: RONALD E. HOOD
Constable

Date: 02/23/2023

Total stops: 2372

Street address or approximate location of the stop

| | |
|---------------------------|------|
| City street | 24 |
| US highway | 366 |
| County road | 496 |
| State highway | 168 |
| Private property or other | 1318 |

Was race or ethnicity known prior to stop?

| | |
|-----|------|
| Yes | 148 |
| No | 2224 |

Race / Ethnicity

| | |
|---------------------------------|------|
| Alaska Native / American Indian | 3 |
| Asian / Pacific Islander | 19 |
| Black | 34 |
| White | 1940 |
| Hispanic / Latino | 376 |

Gender

| | |
|---------------------------------|-------------|
| Female | 1029 |
| Alaska Native / American Indian | 1 |
| Asian / Pacific Islander | 14 |
| Black | 11 |
| White | 879 |
| Hispanic / Latino | 124 |
| Male | 1343 |
| Alaska Native / American Indian | 1 |
| Asian / Pacific Islander | 6 |
| Black | 25 |
| White | 1057 |
| Hispanic / Latino | 254 |

Reason for stop?

| | |
|---------------------------------|-----------|
| Violation of law | 23 |
| Alaska Native / American Indian | 2 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 14 |

| | |
|----------------------------------|-------------|
| Hispanic / Latino | 7 |
| Preexisting knowledge | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 1 |
| Moving traffic violation | 2295 |
| Alaska Native / American Indian | 9 |
| Asian / Pacific Islander | 16 |
| Black | 42 |
| White | 2012 |
| Hispanic / Latino | 216 |
| Vehicle traffic violation | 53 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 38 |
| Hispanic / Latino | 15 |
| Was a search conducted? | |
| Yes | 4 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 2 |
| Hispanic / Latino | 2 |
| No | 2368 |
| Alaska Native / American Indian | 2 |
| Asian / Pacific Islander | 19 |
| Black | 36 |
| White | 1935 |
| Hispanic / Latino | 376 |
| Reason for Search? | |
| Consent | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |

| | | | | | |
|-----------------------------------|----------|--------------------------------------|---|----|---|
| Hispanic / Latino | 0 | | | | |
| Contraband | 0 | | | | |
| Alaska Native / American Indian | 0 | | | | |
| Asian / Pacific Islander | 0 | | | | |
| Black | 0 | | | | |
| White | 0 | | | | |
| Hispanic / Latino | 0 | | | | |
| Probable | 4 | | | | |
| Alaska Native / American Indian | 0 | | | | |
| Asian / Pacific Islander | 0 | | | | |
| Black | 0 | | | | |
| White | 2 | | | | |
| Hispanic / Latino | 2 | | | | |
| Inventory | 0 | | | | |
| Alaska Native / American Indian | 0 | | | | |
| Asian / Pacific Islander | 0 | | | | |
| Black | 0 | | | | |
| White | 0 | | | | |
| Hispanic / Latino | 0 | | | | |
| Incident to arrest | 0 | | | | |
| Alaska Native / American Indian | 0 | | | | |
| Asian / Pacific Islander | 0 | | | | |
| Black | 0 | | | | |
| White | 0 | | | | |
| Hispanic / Latino | 0 | | | | |
| Was Contraband discovered? | | | | | |
| Yes | 4 | 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 | 2 | Yes | 0 | No | 2 |
| Hispanic / Latino | 2 | Yes | 0 | No | 2 |
| No | 0 | | | | |
| Alaska Native / American Indian | 0 | | | | |
| Asian / Pacific Islander | 0 | | | | |
| Black | 0 | | | | |
| White | 0 | | | | |
| Hispanic / Latino | 0 | | | | |

| | |
|----------------------------------|------------|
| Description of contraband | |
| Drugs | 3 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 2 |
| Hispanic / Latino | 1 |
| Weapons | 1 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 1 |
| Currency | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Alcohol | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Stolen property | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Other | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Result of the stop | |
| Verbal warning | 468 |

| | |
|-----------------------------------|-------------|
| Alaska Native / American Indian | 1 |
| Asian / Pacific Islander | 1 |
| Black | 3 |
| White | 298 |
| Hispanic / Latino | 165 |
| Written warning | 1608 |
| Alaska Native / American Indian | 1 |
| Asian / Pacific Islander | 14 |
| Black | 27 |
| White | 1363 |
| Hispanic / Latino | 203 |
| Citation | 296 |
| Alaska Native / American Indian | 1 |
| Asian / Pacific Islander | 1 |
| Black | 5 |
| White | 185 |
| Hispanic / Latino | 104 |
| Written warning and arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Citation and arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Arrest | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 0 |
| Hispanic / Latino | 0 |
| Arrest based on | |
| Violation of Penal Code | 0 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |

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

Was physical force resulting in bodily injury used during stop?

| | |
|---------------------------------------|-------------|
| Yes | 7 |
| Alaska Native / American Indian | 0 |
| Asian / Pacific Islander | 0 |
| Black | 0 |
| White | 5 |
| Hispanic / Latino | 2 |
| Resulting in Bodily Injury To: | |
| Suspect | 0 |
| Officer | 0 |
| Both | 0 |
| No | 2365 |
| Alaska Native / American Indian | 2 |
| Asian / Pacific Islander | 19 |
| Black | 36 |
| White | 1924 |
| Hispanic / Latino | 384 |

Number of complaints of racial profiling

| | |
|---------------------------------------|------|
| Total | 2372 |
| Resulted in disciplinary action | 0 |
| Did not result in disciplinary action | 2372 |

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



195 Roger Hanks Parkway
Dripping Springs, TX 78620
www.co.hays.tx.us/Constable4

CONSTABLE RON HOOD
Hays County, Precinct 4



Office: (512) 858-7605
Fax: (512) 858-4799
Email: ron.hood@co.hays.tx.us

February 28, 2023

To: Hays County Commissioners Court

From: Ron Hood, Hays County Constable, Pct. 4

Subject: 2022 "Racial Profiling Report" & 2022 "Annual Activity Report" – Constable Office, Pct. 4

Attached below, you will find this office's annual "Racial Profiling Report" for submission to the Hays County Commissioners Court and the Texas Commission on Law Enforcement (TCOLE) for the 2022 calendar year, in compliance with Senate Bill 1074-76th regular session of the Texas Legislature amended by House Bill 3389-81st regular session.

In addition, I would like to take this opportunity to submit to you this office 2022 "Annual Activity Report."

2022 ANNUAL ACTIVITY REPORT

| | <u>2022</u> | <u>(2021)</u> | <u>(2020)</u> |
|--|--------------------|----------------------|----------------------|
| <u>COURT DUTIES</u> | | | |
| JP & Municipal Court - <i>(Bailiff Duties for JP & Municipal Court hearings)</i> | 92 | (85) | (58) |
| <u>WARRANT SERVICE</u> | | | |
| Attempts - (Attempts made to serve an active warrant) | 170 | (1465) | (204) |
| Served - (Active warrants served) | 102 | (267) | (158) |
| <u>CIVIL CITATION SERVICE</u> | | | |
| Citations Received | 203 | (217) | (285) |
| Attempts - (Attempts made to serve a civil citation)+ | 661 | (662) | (848) |
| Served - (Civil citations served) | 177 | (180) | (284) |



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| | <u>2022</u> | <u>(2021)</u> | <u>(2020)</u> |
|---|-------------|---------------|---------------|
| <u>PATROL ENFORCEMENT</u> | | | |
| Calls for Service - (i.e., civil complaints, civil standbys, self-initiated field contacts, lockouts, etc.) | 3480 | (4499) | (4215) |
| L.E. Assist / Back-Up (Assistance to other LE Agency, i.e., address check, Vehicle verification, drive-by inspection, etc.) | 148 | (174) | (189) |
| Arrest - (Total Arrest by this Office) | 6 | (3) | (5) |
| <u>TRAFFIC ENFORCEMENT</u> | | | |
| Citation Issued - (i.e., Speeding, Stop Sign, Fail to Yield Right-of-Way, Equipment Violation, Registration, DL, etc.) | 741 | (660) | (811) |
| Warning Issued - (i.e., Speeding, Stop Sign, Fail to Yield Right-of-Way, Equipment Violation, Registration, DL, etc.) | 5693 | (4684) | (4347) |
| Traffic Assist - (Traffic control related incidents, i.e., disable / malfunction traffic light, congested traffic area, etc.) | 180 | (134) | (71) |
| Accident / Assist - (Assigned Accidents Or assisted LE Agencies at accident scenes) | 47 | (70) | (33) |



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Email: ron.hood@co.hays.tx.us

OTHER SERVICES

| | <u>2022</u> | <u>(2021)</u> | <u>(2020)</u> |
|--|-------------|---------------|---------------|
| Close Patrol/Welfare - (Vacation, out-of-town property checks, Welfare Checks, etc.) | 122 | (104) | (85) |
| Special Event - (Community events, School functions, town Hall meetings, etc.) | 198 | (120) | (98) |
| Escorts - (Funeral, special events, etc.) | 22 | (44) | (14) |
| Fingerprints - (background, special lic.) | 40 | (34) | (60) |
| Vehicle Lockouts - | 51 | (28) | (21) |
| Notary Service - | 50 | (0) | (0) |

TRAINING HOURS

| | | | |
|--------------|------------|-------|-------|
| TCOLE | 410 | (270) | (146) |
|--------------|------------|-------|-------|

| | | | |
|----------------------------|----------------|-----------|----------|
| <u>MILES DRIVEN</u> | 113,062 | (113,447) | (79,772) |
|----------------------------|----------------|-----------|----------|

NOTE: This Annual Activity Report is for information purposes only and does not reflect all activities or requests, and/or responses for services performed by this department.

If you have any questions regarding these reports, please contact this office.

Respectfully submitted,

Handwritten signature of Ron Hood in black ink.

*Ron Hood, Constable
Hays County Precinct 4*



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Shari Miller

Sponsor:

Judge Becerra

Agenda Item

Authorize the enrollment and requirement of all Hays County employees and elected officials who have access to a local government computer system or database to complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually. **BECERRA/MILLER**

Summary

Under Tex. Gov't Code § 2054.5191, effective June 14, 2019, all local government employees and elected officials who have access to a local government computer system or database must complete a cybersecurity training program certified by the Texas Department of Information Resources (DIR) at least annually.

County officials and staff will have until July 30, 2023, to complete training for this annual requirement. The Human Resources staff will coordinate communication regarding the training and compliance requirements with DIR.

Attachments

22-23 Cybersecurity Training Enrollment Form

TEXAS ASSOCIATION *of* COUNTIES

Cybersecurity Course Enrollment Form for Counties



Texas Government Code § 2054.5191 requires all county employees, elected officials, and appointed officials who have access to a local government computer system or database and use a computer to perform at least 25 percent of their duties to complete an annual cybersecurity training that has been certified by the Texas Department of Information Resources (DIR).

In response to the cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC is offering a free cybersecurity course that has been certified by DIR and fulfills the requirements of the law.

Should your county choose to participate in TAC's cybersecurity training program, **please have your Commissioners Court approve your county's participation and complete the enclosed form and return it via email to SecurityTraining@county.org** or fax to (512) 477-1324. For more information about the underlying legislation and TAC's cybersecurity training course, please visit county.org/cybersecurity.

Your course administrator will receive an email notification when your county is enrolled. Counties are required to report their compliance with the mandate by August 31, 2023. Enrollment is available on a rolling basis through July 30, 2023.

Printed Name

County Name

Authorized Signature

Date

Course Administrator (Required)

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses and positions held. The designated individual will also be asked to regularly add or remove users from access to the training program upon separation from county employment.

The course administrator will have access to reports reflecting the course completion status of all participating county employees and elected officials. If your county would like multiple administrators, please include their contact information on the following page.

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____

County IT Administrator (Required)

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and elected officials.

Name of IT Administrator: _____

Email of Registrant: _____

Phone Number of Registrant: _____

Additional Course Administrators (Optional)

Please indicate any additional county employees who will have access to regularly add/remove users from training according to employment changes within the county. Administrators will have access to reports reflecting the course completion status of all county employees.

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____

Name of Administrator: _____

Email of Administrator: _____

Phone Number of Administrator: _____

Position/Office of Administrator: _____



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a renewal service agreement with Smiths Detection, Inc. in the amount of \$9,386.00 for the general maintenance, inspections, and repairs of the industrial X-Ray security scanners located at the Hays County Government Center; authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a) (7)(D). **SHELL/T.CRUMLEY**

Summary:

Countywide Operations/Building Maintenance is requesting the renewal of the annual Smith Detection maintenance and repair agreement for the annual inspection, cleaning, and calibration of the two X-Ray security scanners installed at the Hays County Government Center. Additionally, the department is requesting a waiver from the County Purchasing Policy requiring three quotes. Smiths Detection is the manufacturer and provider of the machines, therefore, maintains the equipment for the integrity of the component parts. Funding for this renewal has been identified in the FY23 Building Maintenance Operating Budget.

Fiscal Impact:

Amount Requested: \$9,386.00

Line Item Number: 001-695-00.5448

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 Chapter 262.024 (a)(7)(D) for replacement parts or components for equipment.

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Smiths Detection Renewal Agreement

Service Quotation

smiths detection

bringing technology to life

Smiths Detection
2202 Lakeside Blvd
Edgewood Maryland 21040
USA
T -

| | | | |
|---|--|--|---|
| Valid from Date Sold to No. Sold to name Sold to address Phone No. Fax No. Email | 03/02/2023 Valid to 06/01/2023 03/03/2023 315611 HAYS COUNTY 712 South Stagecoach Trail SAN MARCOS Texas 78666 USA 512-393-2271 512-393-7836 | Quotation No. Customer Reference Date Smiths Contact Person Phone No. Fax No. Email | 20137410 03/02/2023 Ken Pasquale (410) 652-0913 ken.pasquale@smiths-detection.com |
| Ship to No. Ship to name Ship to address Phone No. Fax No. Email | 315611 HAYS COUNTY 712 South Stagecoach Trail SAN MARCOS Texas 78666 USA 512-393-2271 512-393-7836 | Terms of Delivery Payment Terms Contact Person Tel Fax | Z009 Net 30 SARAH CANAVATI 512-393-2271 512-393-7836 |
| Equipment Material Serial No. Quantity | 1 | Planned Service Warranty Service Contract | - - - |

| Item No. | Material Information | | Qty | UoM | Unit Price | Total Unit Price | Curr |
|----------|----------------------|------------------------------------|-------|-----|------------|------------------|------|
| 10 | Material No. | 6040-1PMCM | 2.000 | EA | 4693.00 | 9386.00 | USD |
| | Material Description | ON-SITE (36 HRS) W/ ANNUAL PMI/RAD | | | | | |

| | |
|------------------|---------|
| Total Unit Price | 9386.00 |
| Grand Total | 9386.00 |

The grand total price of our quotation does not include pricing for alternatives and/or options

Service Quotation

smiths detection

bringing technology to life

Smiths Detection
2202 Lakeside Blvd
Edgewood Maryland 21040
USA
T -

| | | | |
|-----------------|---|-------------------------|------------|
| Valid from | 03/02/2023 Valid to 06/01/2023 | Quotation No | 20137410 |
| Date | 03/03/2023 | Customer Reference No. | |
| Sold to No. | 315611 | Customer Reference Date | 03/02/2023 |
| Sold to name | HAYS COUNTY | RMA No. | |
| Sold to address | 712 South Stagecoach Trail SAN MARCOS Texas 78666 USA | | |
| Equipment | | Planned Service | - |
| Material | | Warranty Details | |
| Serial No. | | | - |
| Quantity | 1 | Contract Details | - |

| | |
|--------------------|---|
| Additional Remarks | On-Site Service Agreement Renewal Contract start: 04/01/2023 to Contract end: 03/31/2023 HS 6040 SN-110899 & 110897 ON-SITE SERVICE AGREEMENT -On-Site Service Coverage # 8:00 a.m. # 5:00 p.m., Monday # Friday excluding holidays. - Typical Response Time: within 36 hours - Includes all Labor, Travel Time and Travel Expenses - Includes all Replacement Parts required - Reachback-ReachbackID - 24 hour by 7 day Call Center Support - One Annual Preventive Maintenance check. Complete operational and calibration procedure performed |
|--------------------|---|

| | |
|-------------------------------|---|
| Standard Terms and Conditions | This Sale is subject to Smiths Detection Terms and Conditions of Sale. All other terms and conditions are hereby expressly rejected. Smiths Detection terms and conditions are available on our website: http://www.smithsdetection.com/US_terms_conditions.php Where applicable, this sale is contingent on Smiths obtaining the required export licenses and end user certificates. |
|-------------------------------|---|

Customer acknowledge (sign):

Date:



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Authorize the Office of Emergency Services to transfer funds to continuing education in the Fire Marshal Fee Code Fund and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary:

Transfer \$700 from general supplies to continuing education within the Fire Marshal Fee Code Fund for upcoming fire safety and arson training.

Fiscal Impact:

Amount Requested: \$700.00

Line Item Number: 064-665-00.5551

Budget Office:

Source of Funds: Fire Marshal Code Fee Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$700 - Increase Continuing Education

(\$700) - Decrease General Supplies

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Kelly Higgins

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel for Assistant Criminal District Attorney, Miranda Ebersole utilizing the DA Asset Forfeiture Funds to attend the Investigating and Prosecuting Sexual Assault conference in Atlanta Georgia. **INGALSBE/HIGGINS**

Summary:

Out-of-state travel is needed to send Assistant Criminal District Attorney, Miranda Ebersole to attend the Investigating and Prosecuting Sexual Assault conference held by the National District Attorneys Association (NDAA) on April 11-14, 2023, in Atlanta, GA. NDAA offers this course providing a level of in-depth training on sex crimes with adult victims that is not otherwise available in the state of Texas. The CDA is working to find and provide appropriate training to allow Assistant DAs to develop an expertise in particular areas such as sex crimes, child abuse, domestic violence, vehicular homicide and mental health. Suitable training on the topics other than sexual assault is available within Texas

Fiscal Impact:

Amount Requested: \$2,900.00

Line Item Number: 081-607-00.5551

Budget Office:

Source of Funds: DA Drug Forfeiture Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Ratify the execution of a Temporary Construction Easement between Hays County and The United States of American, Department of Labor regarding the relocation of utility easements on the Gary Job Corps Center property for the FM 110 construction project. **INGALSBE**

Summary

Attached: Temporary Construction Easement

Attachments

Temporary Construction Easement

TEMPORARY CONSTRUCTION EASEMENT FOR THE GARY JOB CORPS CENTER

THE UNITED STATES OF AMERICA, acting by and through the Department of Labor, whose post office address is 200 Constitution Avenue, NW, Room S-1508, Washington, DC 20210 (“**Grantor**”), grants to **Hays County, a political subdivision of the State of Texas**, and its successors and assigns (“**Grantees**”), a temporary construction easement (“**Temporary Easement**”) as set forth below.

Whereas, the Grantor is the owner of certain real property located in the City of San Marcos, the Counties of Hays County, Caldwell County and Guadalupe, and the State of Texas known as the Gary Job Corps Center (“**GJCC**”), with a street address of 2800 TX-21, San Marcos, Texas, 78667; and

Whereas, Grantee has undertaken major construction of a new highway, known as Farm to Market Road 110 (“**FM 110**”); and

Whereas, in relation to the Permanent Easement related to said new highway, Grantees need to reroute some of the utilities serving the GJCC (“**Project**”); and

Whereas, in connection with the Project Grantees require a temporary easement as particularly described and shown in **Exhibit A** (“**Easement Area**”); and

Whereas, the purpose of the Temporary Easement is to allow Grantees to perform activities related to the Project, specifically activities related to the movement of gas and electric utilities serving the GJCC. Construction activities in and/or adjacent to the Easement Area will include but not be limited to trenching, excavation, encasement of subterranean improvements. The full scope of activities to be performed by Grantees is described in **Exhibit B** (the “**Statement of Work**”); and

Whereas, Grantor wishes to provide the requested Temporary Easement under the terms and conditions set forth herein:

Now, therefore, in consideration of the mutual promises, covenants, conditions and other good and valuable consideration described below, Grantor and Grantees do hereby mutually agree as follows:

1. Grantor, by this Agreement, hereby conveys to Grantees a Temporary Easement as particularly described and shown in **Exhibit A**.
2. Upon execution of this Agreement by the Grantor, Grantees, including any officers, employees, contractors of any tier, agents, affiliates, and any other invitees acting on behalf of the Grantees, may enter upon the said lands and premises for the purposes set forth herein for which the Temporary Easement is required.

3. Grantees acknowledge that the Easement Area is within a secured facility and all access to the Easement Area must, except for emergencies, be coordinated through the Job Corps Center Director overseeing the GJCC. During non-emergency situations, Grantee shall provide reasonable notice to Grantor of its intent to access the easement property.
4. Grantor and/or its employees, agents, and contractors shall take no action which will unnecessarily limit or hinder the Grantees' rights under or use of the Temporary Easement.
5. This Agreement shall run with the land and is binding upon all parties who sign it and all who succeed to their rights and responsibilities.
6. This Agreement is the entire and only agreement between Grantor and Grantees. This Agreement replaces and cancels any previous agreements between Grantor and Grantees. This Agreement can only be changed by an agreement in writing signed by both Grantor and Grantee.
7. **Security.** Grantees agree to adequately secure construction areas related to the Temporary Easement area and maintain those areas as separate from the GJCC to allow the entire GJCC to remain fenced or barricaded off to the extent that it is prior to the execution of this Agreement.
8. **Noise:**
 - a. Grantees' designated construction hours are 7:00 am to 6:00 pm. Grantees agree to provide advance notice to Grantor of their intention to perform work outside these times.
 - b. Grantees agree that any excavating activity may require the use of suitable noise-reducing techniques and muffling devices where possible.
9. **Indemnification.** To the extent permitted by law, Grantees agree to indemnify, defend, and hold harmless the United States from any and all liability, loss, or damage (collectively, "Losses") the United States and/or their respective members, officers, contractors, agents and employees may suffer as a result of Grantee's work under this Agreement, including but not limited to indemnifying and holding harmless the United States from any and all Losses to the extent arising out of or from or caused by the use of the Temporary Easement by the Grantees or its agents, except when such losses and/or damages are caused by Grantor's willful actions or negligence.
10. **Release.** Grantee agrees to release and discharge the United States, the Department of Labor, any of its employees and assigns, and the contract operator of the Center (hereinafter the United States) from and against any and all claims, demands and causes of action which Grantee and any successors or assigns, or anyone acting on Grantee's behalf might have against the United States arising from any act or omission by the United States including negligence.

11. **Restoration.** Consistent with activities outlined in Exhibit B (Statement of Work), Grantees agree to promptly restore the Easement Area, at no cost to Grantor, to a condition equal or superior to that existing prior to Grantees exercising their rights under the Temporary Easement.
12. **Inspection and approval.** Grantee shall provide Grantor with plans, drawings or similar documents related to the installation of utilities for Grantor's ownership, upon request. Grantor shall be afforded the opportunity to inspect and approve the installation of utilities before acceptance by Grantor and before the termination of this Temporary Easement. Grantor's acceptance shall be conducted in a timely manner and in accordance with good industry standards and practices. Grantor's primary point of contact for such review and inspections is Dave Ault, email Ault.Dave@dol.gov or by phone 443-630-0593.
13. **Term.** The term of this Temporary Easement shall begin once both parties have executed the document and the term shall expire once the Project is completed, inspected, and approved pursuant to paragraph 12 and the Easement Area restored pursuant to paragraph 11.
14. **Recordation.** Grantees shall, at their expense, record this Temporary Easement in the records of the county of Hays, and shall provide Grantor with conformed copies of recorded instruments, as well as executed originals of all documents.

EXECUTED ON this 1st day of March, 2023.

UNITED STATES OF AMERICA, DEPARTMENT OF LABOR

By: [Signature] (SIGNATURE)

Name: Daniel Cornish

Title: Realty Specialist, Office of the Assistant Secretary for Administration and Management

STATE OF TEXAS

§
§

COUNTY OF DALLAS

§

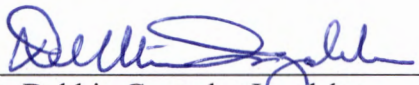
This instrument was acknowledged before me the 1st day of March, 2023, by Daniel Cornish, Realty Specialist, U.S. Department of Labor, on behalf of the U.S. Department of Labor.

[Signature]



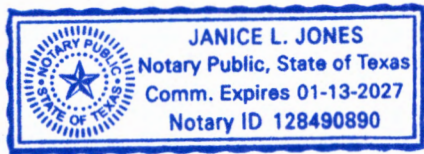
Notary Public Signature

HAYS COUNTY, TEXAS

By:  (SIGNATURE)
Name: Debbie Gonzales Ingalsbe
Title: Hays County Commissioner, Precinct 1

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me the 7th day of March, 2023, by Debbie Gonzales Ingalsbe, Commissioner – Precinct 1, Hays County, Texas, on behalf of the county.





Notary Public Signature

Exhibit A – Easement Area

Exhibit B – Statement of Work

Gas Line Relocation (Yellow on Exhibit A):

Abandon existing 2-inch plastic gas pipeline near Arnold Avenue and fill with grout approximately 227 feet of abandoned 2-inch plastic gas pipeline and remove approximately 30 feet of abandoned 2-inch plastic gas pipeline. Install new 2-inch plastic gas pipeline near Arnold Avenue under FM 110 approximately with seven feet of cover (7'). Work in temporary easement area include proposed squeeze-off and tie-in to existing 2-inch plastic gas line. Temporary bypass to maintain feed as necessary.

Abandon existing 2-inch plastic gas pipeline between 1st Street and Fire Lane and fill with grout approximately 62 feet of abandoned 2-inch plastic gas pipeline and remove approximately 358 feet of abandoned 2-inch plastic gas pipeline. Install new 2-inch plastic gas pipeline between 1st Street and Fire Lane under FM 110 approximately with approximately seven feet (7') of cover. Work in temporary easement area include proposed squeeze-off and tie-in to existing 2-inch plastic gas line. Temporary bypass to maintain feed as necessary.

Telecommunications Relocation (Orange on Exhibit A):

Install new riser conduit to pole east of 1st Street, one (1) 4-inch (4") HDPE from pole to the south parallel to permanent FM 110 easement with approximately two feet (2') of cover and two (2) 4-inch (4") HDPE near Arnold Avenue under FM 110 with approximately five feet (5') of cover. Work in temporary easement area include installation of two (2) thirty-five-foot (35') wood poles, HDPE, handholes, and riser conduit to proposed poles.

Install new two (2) 3-inch (3") HDPE across FM 110 from east of 1st Street to east of Fire Lane. Work in temporary easement area include installation of HDPE, and riser conduit to proposed poles.

Charter/Spectrum (Orange on Exhibit A):

Place new coax or fiber cable in one of the two (2) 3-inch HDPE ducts installed above under Telecommunications Relocation across FM 110 from east of 1st Street to east of Fire Lane. Work in temporary easement area includes staging for pulling coax or fiber cable and through installed duct and riser on installed poles and splicing to existing aerial coax or fiber cable at riser pole or adjacent existing poles. Existing aerial cable will be removed upon completion of splicing.

Overhead Electric Relocation (Red on Exhibit A):

Remove existing pole and install new forty-five-foot (45') wood pole with riser conduit to proposed pole, three (3) 4-inch (4") PVC across FM 110 from east of 1st Street to east of Fire Lane. Work in temporary easement area include installation of two (2) forty-five-foot (45') wood poles, conduit, pads, handholes, and riser conduit to proposed poles. Install two (2) pads for electrical equipment.

Waterline Relocation (Blue on Exhibit A):

Install new 10-inch PVC water line parallel to existing 10-inch water line and Avenue G W and under FM 110, with portion installed in 20-inch steel casing via jack and bore operation. Work in temporary easement area include 50-foot by 20-foot sending bore pit, 10-foot by 10-foot receiving bore pit, connections to existing 10-inch water line.

Install new 8-inch PVC water line parallel to and outside off FM 110 eastern right-of-way line. Work in temporary easement area include the entire 8-inch PVC water line and connections to proposed 10-inch PVC water line at north end and existing 8-inch water line at south end.

Install 6-inch plugs adjacent to and east of 1st Street to abandon existing 6-inch water line. Work in temporary easement area includes installation of plugs.

Remove existing 6-inch valves and fire hydrant adjacent to and east of 1st Street after abandonment of portion of existing 6-inch water line and install blind flanges. Work in temporary easement area include removal of valves and fire hydrant and install blind flanges.

Install 6-inch plugs east of fire lane outside FM 110 eastern right-of-way line. Work in temporary easement area includes installation of plugs.



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

T.CRUMLEY

Sponsor:

Judge Becerra

Agenda Item:

Authorize the resubmission of a grant application to FEMA. (Federal Emergency Management Agency) in the amount of \$307,733.80. **BECERRA/T.CRUMLEY**

Summary:

On 9/13/22, this grant application was approved by Hays County Commissioner's court to submit to TDEM (Texas Department of Emergency Management). TDEM is requesting updated information on the SF424 Form. Hays County Flood Warning System Expansion 1 & 2 are located at two different locations, two different applications. Both expansion 1 & 2 applications are being submitted together to FEMA (Federal Emergency Management Agency).

Fiscal Impact:

Amount Requested: N/A

Line Item Number: N/A

Budget Office:

Source of Funds: TBD

Budget Amendment Required Y/N?: TBD

Comments: Will budget grant funds if grant is awarded.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: TBD, if awarded

Comments:

Attachments

SF424

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

* a. Applicant TX-35

* b. Program/Project TX-25

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

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date: 05/01/2022

* b. End Date: 02/01/2024

18. Estimated Funding (\$):

| | |
|---------------------|------------|
| * a. Federal | 230,800.35 |
| * b. Applicant | |
| * c. State | |
| * d. Local | 76,933.45 |
| * e. Other | |
| * f. Program Income | |
| * g. TOTAL | 307,733.80 |

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

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

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

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: * First Name: Ruben

Middle Name:

* Last Name: Becerra

Suffix:

* Title: County Judge

* Telephone Number: 5123932205 Fax Number:

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

* Signature of Authorized Representative:



* Date Signed:



Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

FEMA

11. Catalog of Federal Domestic Assistance Number:

97.039

CFDA Title:

5420 HMGP Post-Fire FY2022

*** 12. Funding Opportunity Number:**

5420 HMGP Post Fire FY2022

* Title:

Post Fire Fiscal Year 2022

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Hays County Flood Warning System Expansion 1.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

Hays County

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

74-60022415029

* c. Organizational DUNS:

0974948840000

d. Address:

* Street1: 712 S. Stagecoach Trail

Street2:

* City:

San Marcos

County/Parish:

Hays

* State:

TX: Texas

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

78666-5999

e. Organizational Unit:

Department Name:

Division Name:

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

Prefix:

* First Name:

Ruben

Middle Name:

* Last Name:

Becerra

Suffix:

Title:

County Judge

Organizational Affiliation:

Hays County

* Telephone Number: 512-393-2205

Fax Number:

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

**Hays County Commissioners Court**

Date: 03/14/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Smith

Agenda ItemApprove Utility Permits. **SHELL/SMITH/BORCHERDING****Summary**

| | |
|-------------------|--|
| TRN-2022-5524-UTL | PEC is proposing to place 6 new distribution power poles in county ROW along West Fitzhugh Road. All poles are made of wood and a minimum of 5' from edge of pavement. |
| TRN-2023-5968-UTL | Plummer to install aerial Zayo fiber optic cable at the Sawyer Ranch & Darden Hill Road intersection using existing PEC poles. |
| TRN-2023-5969-UTL | West Travis County PUA to connect to existing water stubs back of curb. Connect sewer to manhole in Four Star Blvd via road cut. |
| TRN-2023-5985-UTL | PEC to construct an overhead 3-phase tie line along HWY 290 crossing Henly Loop. |
| TRN-2023-5988-UTL | Bluebonnet proposing to install electric aerial line and rebuild existing power line along Beback Inn Road and cross Centerpoint Road. |

Attachments

Permit
Site Plan
Permit
Plan Set
Permit
Location Map
Site Plan (Water)
Site Plan (Wastewater)
Permit
Location Map
Site Plan (Overall)
Site Plan
Permit
Site Plan



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 1/2/2023 .

Utility Company Information:

Name: PEC
Address: 4302 N US HWY 281 Marble Falls TX
Phone:
Contact Name: Bradley Noack

Engineer / Contractor Information:

Name:
Address: TX
Phone:
Contact Name:

Hays County Information:

Utility Permit Number: TRN-2022-5524-UTL
Type of Utility Service: Overhead three phase distribution
Project Description:
Road Name(s): CR 101 Fitzhugh Rd, , , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

01/10/2023

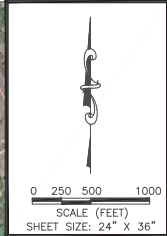
Signature

Title

Date



LOCATION MAP
N.T.S.



| New Construction | |
|----------------------|-------|
| Conductors (TLL 48%) | |
| 3Ø 136 AAC Primary | 35482 |
| 3Ø 136 AAC Neutral | 11827 |
| 1Ø 1/0 ACSR Primary | 137 |
| 1Ø 1/0 ACSR Neutral | 137 |
| Assemblies | |
| A5 | 1 |
| A5-2 | 10 |
| A5-2A | 3 |
| A6 | 1 |
| C1-2 | 30 |
| C2-2 | 5 |
| C7-7 | 19 |
| C8 | 4 |
| Miscellaneous Units | |
| K18 | 4 |
| M2-2 | 49 |
| M2-2.2 | 1 |
| M3-1.1 | 11 |
| M3-15E | 1 |
| M42-11 | 30 |
| M42-13 | 112 |
| M5-1 | 33 |
| M5-2 | 4 |
| M5-23.1.1 | 2 |
| M5-23.3.1 | 99 |
| M5-5 | 24 |
| M5-61.3 | 16 |
| POLE SET | 13 |
| Guys & Anchors | |
| E1-2 | 37 |
| E1-3 | 12 |
| F1-3 | 13 |
| F1-4 | 21 |
| Poles | |
| 40-4 Wood | 1 |
| 45-1 Wood | 5 |
| 45-3 Wood | 20 |
| 45-4 Wood | 1 |
| 50-1 Wood | 10 |
| 50-3 Wood | 6 |
| 50-H1 Wood | 4 |
| 50-H2 Wood | 2 |
| 55-3 Wood | 1 |
| Total Poles | 50 |

| Removal Construction | |
|----------------------|-------|
| Conductors (TLL) | |
| 1Ø #4 ACSR Primary | 30697 |
| 1Ø #4 ACSR Neutral | 90697 |
| Assemblies | |
| A1 | 11 |
| A1-1 | 3 |
| A2 | 3 |
| A3N | 1 |
| A4 | 2 |
| A4N | 7 |
| A5-1 | 3 |
| A5-1N | 4 |
| A5-2 | 1 |
| A5-3 | 2 |
| A6N | 3 |
| Miscellaneous Units | |
| J10 | 1 |
| J6 | 24 |
| K18 | 3 |
| KDHC | 1 |
| M2-12 | 26 |
| M2-2 | 3 |
| M3-1.1 | 1 |
| M41-11 | 1 |
| M42-11 | 44 |
| M42-13 | 2 |
| M5-2 | 3 |
| M5-23.1.1 | 24 |
| M5-61.3 | 2 |
| ZM5-15B | 5 |
| Guys & Anchors | |
| E1-2 | 26 |
| F1-3 | 20 |
| Poles | |
| 40-4 Wood | 7 |
| 40-5 Wood | 18 |
| 45-4 Wood | 4 |
| Total Poles | 29 |

THE QUANTITIES SHOWN ON THE PLANS AND THE BID DOCUMENTS ARE ESTIMATED QUANTITIES AND BASED ON THE PLAN SET AND TO BE USED FOR BIDDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY PERCEIVED DISCREPANCIES IN THE QUANTITIES WITH THE OWNER PRIOR BEGINNING ANY CONSTRUCTION WORK.

PRELIMINARY
NOT FOR CONSTRUCTION



PEDERNALES ELECTRIC COOPERATIVE, INC.

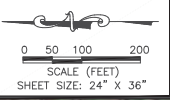
JC20-HN20 TIE LINE
WO#151939

DATE: 03/08/2022
SCALE: 1" = 500'
ENGINEER: MARY COLEMAN, P.E.
DESIGNED BY: A. COOLEY
DRAWN BY: M. BURCH
OVERVIEW

MATCHLINE - REFER TO SHEET 3

| Longitude | Latitude | Pole # | Pole Height | Pole Type | Angle | Assemblies | Miscellaneous Units | Guys & Anchors | Notes |
|------------|-----------|----------|-------------|-----------|---------|-------------------|--|------------------------------|------------------|
| -98.19355° | 30.27938° | LOC 19 | 45-1 | Wood | -27°34' | C8 | (8)M42-13, (2)M5-5, M5-2, M2-2 | (2)E1-2, F1-4 | |
| | | | 40-5 | Wood | 00°00' | A2 | M2-12 | E1-2, F1-3 | 371862 |
| -98.19850° | 30.27943° | LOC 20 | 50-3 | Wood | 00°00' | C1-2 | M5-61.3, (5)M5-23.3.1, M2-2 | | |
| | | | 40-5 | Wood | 00°00' | A1-5 | M2-12 | | 371863 |
| -98.19765° | 30.27948° | LOC 21 | 45-1 | Wood | 24°39' | C8 | M5-2, (2)M5-5, (8)M42-13, M2-2 | (2)E1-2, F1-4 | |
| | | | 40-5 | Wood | 00°00' | A2 | M2-12 | | 371864 |
| -98.19685° | 30.27927° | LOC 22 | 45-4 | Wood | 00°00' | A4, A5-3 | (6)M42-11, M5-23.1.1, ZM5-15B, M3-1.1 (L.O.), M40-10(L.O.), M2-2 | (2)E1-2, (2)F1-3 | 371865 |
| | | | | | | A6 | M5-2, (2)M42-11 | E1-2, F1-3 | 512902 |
| -98.19677° | 30.27943° | LOC 23 | 40-4 | Wood | 00°00' | | (2)M42-11 | | |
| -98.19687° | 30.27922° | LOC 24 | 50-H1 | Wood | 81°30' | (2)C7-7, A5-2A | (2)M5-5, (4)M5-1, M5-23.3.1, M3-1.1 (L.O.), (8)M42-13, (2)M42-11, M40-10(L.O.), M2-2 | E1-3, (3)E1-2, (2)F1-4, F1-3 | SET 9' DEEP |
| -98.19705° | 30.27851° | LOC 25 | 45-3 | Wood | 00°00' | C1-2 | M5-61.3, (5)M5-23.3.1, M2-2 | | |
| -98.19713° | 30.27821° | LOC 26 | 45-3 | Wood | 00°00' | C1-2 | G135(L.O.), G25DV(L.O.), M5-23.3.1, K18, M2-2 | | |
| -98.19726° | 30.27769° | LOC 27 | 45-3 | Wood | 00°00' | C1-2 | G135(L.O.), G25DV(L.O.), M5-23.1.1, KDHC, M2-12 | | |
| -98.19740° | 30.27717° | LOC 28 | 40-5 | Wood | 00°00' | AGN | (2)M42-11, (2)J6, M5-2, M2-12 | E1-2, F1-3 | 371883 |
| -98.19740° | 30.27715° | LOC 29 | 50-1 | Wood | 16°33' | C2-2, A5-2 | M3-1.1, M5-23.3.1, (2)M42-11, M2-2 | | |
| -98.19703° | 30.27703° | LOC 29.1 | 40-4 | Wood | 00°00' | A5 | (2)M42-11, M2-2 | E1-2, F1-3 | |
| -98.19743° | 30.27711° | LOC 30 | 40-5 | Wood | 00°00' | AGN | (2)M42-11, (2)J6, M5-2, M2-12 | E1-2, F1-3 | 371884 |
| -98.19773° | 30.27665° | LOC 31 | 45-3 | Wood | 00°00' | C1-2 | M5-61.3, (5)M5-23.3.1, M2-2 | | |
| -98.19806° | 30.27615° | LOC 32 | 45-1 | Wood | -22°04' | C8 | (8)M42-13, M5-2, (2)M5-5, M5-23.3.1, G135(L.O.), G25DV(L.O.), K18, M2-2 | (2)E1-2, F1-4 | |
| -98.19818° | 30.27542° | LOC 33 | 45-3 | Wood | 00°00' | A2 | G135(L.O.), G25DV(L.O.), M5-23.1.1, K18, M2-12 | E1-2, F1-3 | 371885 |
| -98.19818° | 30.27538° | LOC 34 | 45-4 | Wood | 00°00' | C1-2 | M2-2 | | |
| -98.19829° | 30.27470° | LOC 35 | 50-1 | Wood | -75°40' | A1 | G135(L.O.), G10DV(L.O.), M5-23.1.1, ZM5-15B(L.O.), M5-15(L.O.), M2-2 | | 371887, ANTENNAS |
| -98.19839° | 30.27466° | LOC 35.1 | 45-4 | Wood | 00°00' | (2)C7-7, A5-2A | (8)M42-13, (2)M42-11, G135(L.O.), G10DV(L.O.), M8-10(L.O.), M3-1.1, (2)M5-23.3.1, M2-2 | (2)E1-3, (2)E1-2, (2)F1-4 | REUSE (2)F1-3 |
| -98.19788° | 30.27455° | LOC 36 | 45-3 | Wood | 00°00' | A4, A5-3 | (6)M42-11, (2)M5-23.1.1, ZM5-15B, G135(L.O.), G10DV(L.O.), M8-10(L.O.), M2-12 | (3)E1-2, F1-3 | 371888 |
| -98.19722° | 30.27432° | LOC 37 | 50-H2 | Wood | -06°07' | C2-2 | G135(L.O.), G10DV(L.O.), M5-23.1.1, ZM5-15B(L.O.), M5-15(L.O.), (4)M42-11, M5-2, M2-2 | E1-2, F1-3 | ANTENNAS |
| -98.19689° | 30.27444° | LOC 37.1 | 40-5 | Wood | 00°00' | A1 | M2-2, (2)POLE SET | | SET 11.5' DEEP |
| -98.19649° | 30.27414° | LOC 38 | 50-H1 | Wood | -02°49' | C2-2 | M2-2, (2)POLE SET | | SET 11.5' DEEP |
| -98.19576° | 30.27399° | LOC 39 | 50-H2 | Wood | -05°03' | C2-2, A5-2, A5-2A | (2)M3-1.1, (2)M5-23.3.1, (4)M42-11, M2-2, (2)POLE SET | | SET 11.5' DEEP |
| -98.19570° | 30.27423° | LOC 39.1 | 45-4 | Wood | 00°00' | A7, A5-3 | (4)M42-11, M2-2 | (2)E1-2, (2)F1-3 | 371898 |
| | | | | | | A1-1 | (2)M5-23.1.1 | | |
| -98.19511° | 30.27391° | LOC 40 | 50-H1 | Wood | -03°16' | C2-2 | M5-5, M5-1, M5-23.1.1 | | SET 11.5' DEEP |
| -98.19475° | 30.27406° | LOC 40.1 | 40-5 | Wood | 00°00' | A1 | M5-61.3, (5)M5-23.3.1, M2-2, (2)POLE SET | | SET 11.5' DEEP |
| -98.19447° | 30.27386° | LOC 42 | 45-3 | Wood | 00°00' | C1-2 | M2-12 | | 371899 |
| -98.19363° | 30.27380° | LOC 43 | 50-1 | Wood | 69°39' | (2)C7-7 | (8)M42-13, (2)M5-5, (4)M5-1, M2-2, POLE SET | E1-3, F1-4, E1-2, F1-3 | SET 11.5' DEEP |
| -98.19368° | 30.27387° | LOC 43.1 | 40-5 | Wood | 00°00' | AGN | (2)M42-11, (2)J6, M2-12 | E1-2, F1-3 | 371900 |
| -98.19359° | 30.27369° | LOC 44 | 50-1 | Wood | -69°20' | (2)C7-7, A5-2 | (8)M42-13, (2)M5-5, (4)M5-1, (2)M42-11, M5-23.3.1, M3-1.1, M2-2, POLE SET | E1-3, F1-4, E1-2, F1-3 | SET 11.5' DEEP |
| | | | 40-5 | Wood | 00°00' | A4N, A5-1N | (3)M42-11, M5-23.1.1, (3)J6, M2-12 | E1-2, F1-3 | 371920 |

| LEGEND |
|-----------------------------------|
| EXISTING POWER POLE TO BE REMOVED |
| NEW POWER POLE |
| EXISTING POWER POLE |
| EXISTING COMMUNICATION POLE |
| EXISTING POWER LINE |
| NEW POWER LINE TO BE REMOVED |
| NEW POWER LINE |
| 200 AMP |
| 400 AMP |
| APPROXIMATE R.O.W. |
| FENCE |
| BLACK |
| OVERHEAD GUY |
| EXISTING ANCHOR |
| NEW ANCHOR |
| ANCHOR TO BE REMOVED |
| TRANSFORMER (XFMR) |
| STREET LIGHT |
| SWITCH/FLIGHT CUTOUT |
| LIGHTNING ARRESTOR |



| Primary Conductor = 336 AAC Tulp | | |
|---------------------------------------|---------|------------------|
| Control Condition = 1507# @ 15' Final | | |
| Neutral Conductor = 336 AAC Tulp | | |
| Control Condition = 1507# @ 15' Final | | |
| From Str. | To Str. | Ruling Span (ft) |
| LOC 1 | LOC 2 | 225 |
| LOC 2 | LOC 3 | 150 |
| LOC 3 | LOC 4 | 125 |
| LOC 4 | LOC 15 | 200 |
| LOC 15 | LOC 16 | 275 |
| LOC 16 | LOC 19 | 200 |
| LOC 19 | LOC 21 | 275 |
| LOC 21 | LOC 24 | 275 |
| LOC 24 | LOC 32 | 200 |
| LOC 32 | LOC 35 | 275 |
| LOC 35 | LOC 43 | 225 |
| LOC 44 | LOC 61 | 225 |

SAG & TENSION CHARTS TO BE PROVIDED BY OWNERS

*** THE QUANTITIES SHOWN ON THE PLANS AND THE BID DOCUMENTS ARE ESTIMATED QUANTITIES AND BASED ON THE PLAN SET AND TO BE USED FOR BIDDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY PERCEIVED DISCREPANCIES IN THE QUANTITIES WITH THE OWNER PRIOR BEGINNING ANY CONSTRUCTION WORK.

MATCHLINE - REFER TO SHEET 1

PRELIMINARY
NOT FOR CONSTRUCTION



M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS REGISTERED ENGINEERING FIRM
F-1384



PEDERNALES ELECTRIC COOPERATIVE, INC.

JC20-HN20 TIE LINE
WO#151939

DATE: 03/08/2022
SCALE: 1" = 100'
ENGINEER: MARY COLEMAN, P.E.
DESIGNED BY: A. COOLEY
DRAWN BY: M. BURCH
SHEET: 2 OF 5

10/27/2022 9:47 AM User: MARY BURCH
FILE: JC20-HN20 TIE LINE WO#151939



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after .

Utility Company Information:

Name:
Address: TX
Phone:
Contact Name: Kevin Haney

Engineer / Contractor Information:

Name: JC
Address: TX
Phone:
Contact Name: Mike Ragain

Hays County Information:

Utility Permit Number: TRN-2023-5968-UTL
Type of Utility Service: Fiber Optic Cable
Project Description:
Road Name(s): Darden Hill Road, Sawyer Ranch Road, , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

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

Engineering Technician

03/08/2023

Signature

Title

Date

1. GENERAL PERMIT COVER
2. GENERAL NOTES
3. TYPICAL DETAILS
4. AERIAL UTILITY PLAN
5. TRAFFIC CONTROL PLAN AND DETAILS



OWNER:
KEVIN HANEY
DRIPPING SPRINGS ISD

CONTACT:
PETER WALTON
ALAN PLUMMER ASSOCIATES, INC.
6300 LA CALMA DRIVE, SUITE 400
AUSTIN, TX 78752


PLUMMER

6300 LA CALMA, SUITE 400
AUSTIN, TEXAS 78752
(512) 452-5905
TBPE FIRM REGISTRATION NO. 13

CONTACT: PETER WALTON
PHONE: (630) 200-1374

TEXAS REGISTERED ENGINEERING FIRM F-13 2/13/2023 3:08 PM C:\Users\ccardozo\Documents\Projects\1662\019-01 DSISD\4_Cad\acad\SheetFiles\Aerial Exhibit - Dripping Springs 021023.dwg

GENERAL NOTES:

1.

ALL EXISTING FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE, UNLESS OTHERWISE NOTED IN THE DRAWINGS.
2.

CONDITION OF THE ROAD AND/OR RIGHT-OF-WAY, UPON COMPLETION OF JOB SHALL BE AS GOOD AS OR BETTER THAN PRIOR TO STARTING WORK.
3.

ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS). PRIOR TO CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES. THE CONTRACTOR IS TO POTHOLE ALL UTILITY CROSSINGS IN THE BORE PATH PRIOR TO CONSTRUCTION.
4.

CALL UTILITY COORDINATING COMMITTEE 48 HRS. PRIOR TO CONSTRUCTION AT 1-800-344-8377 (1-800-DIG-TESS).
5.

CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, OIL, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY RELOCATION AND/OR PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.
6.

CONTRACTOR TO PROVIDE A MINIMUM OF 2' OF CLEARANCE AT ALL CROSSINGS OF SANITARY SEWERS, STORM SEWERS, ELECTRIC, WATER LINES AND LEADS.
7.

CONTRACTOR MUST COMPLY WITH OSHA SPECIFICATIONS, TXDOT STD. SPEC (DIVISION IV, STRUCTURES) AND UTILITY OWNER STANDARDS FOR TRENCHING, BACKFILLING, EXCAVATION AND SHORING REQUIREMENTS.
8.

THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCE, PROCEDURES, TECHNIQUES OR SCHEDULING ALL PORTIONS OF THE WORK OF CONSTRUCTION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE CONSTRUCTION CONTRACTOR SHALL ALSO BE SOLELY RESPONSIBLE FOR SAFETY IN OR ABOUT THE JOB SITE IN ACCORDANCE WITH ANY HEALTH OR SAFETY PRECAUTIONS, REGULATIONS, STANDARDS OR CODES REQUIRED BY O.S.H.A. OR ANY OTHER REGULATORY AGENCY.
9.

NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 8" LIFTS AT THE END OF EACH WORK PERIOD; NO TRENCH LEFT OPEN OVERNIGHT UNLESS COVERED BY METAL PLATES.
10.

CONTRACTOR TO TAKE NECESSARY PRECAUTIONS TO PROTECT ROOT SYSTEMS OF SHRUBS, PLANTS AND TREES ALONG THE AREA OF EXCAVATION.
11.

EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED BY BONDED CONTRACTOR IN CONFORMANCE WITH LOCAL STANDARDS. WHEELCHAIR RAMPS SHALL BE CONSTRUCTED AT ALL PEDESTRIAN CROSSINGS WHERE CURB REMOVAL IS REQUIRED FOR INSTALLATION OF THE UNDERGROUND CONDUIT SYSTEM.
12.

IF IT BECOMES NECESSARY TO OPERATE MACHINERY ON A PORTION OF THE PAVEMENT, PRECAUTIONS MUST BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
13.

CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (2014 EDITION) AND TXDOT STANDARDS DURING CONSTRUCTION TO PROVIDE COMPLETE SAFETY TO THE GENERAL PUBLIC.
14.

BORE PITS CLOSER THAN 30' FROM THE EDGE OF PAVEMENT MUST BE PROTECTED BY TYPE III BARRICADES. OPEN PITS MUST BE SEALED OFF BY ORANGE PLASTIC MESH FENCING AND CONES OR DRUMS.
15.

CONSTRUCTION EQUIPMENT LEFT OVERNIGHT IN RIGHT-OF-WAY SHALL BE SECTIONED OFF WITH ORANGE PLASTIC MESH FENCING AND BE PLACED AT LEAST 30' FROM THE EDGE OF PAVEMENT. EQUIPMENT LOCATED CLOSER THAN 30' MUST BE PROTECTED BY CONCRETE TRAFFIC BARRIERS (CTBS).
16.

CONTRACTOR WILL BE RESPONSIBLE FOR REPLACING AND MAINTAINING TRAFFIC SIGNS AND PAVEMENT MARKINGS, INCLUDING CENTERLINES, BARRIER LINES, LANE LINES, RAISED PAVEMENT MARKING, ECT.
17.

CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS, AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
18.

ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
19.

THE CONDUIT, FITTINGS, CONDUIT BODIES AND ACCESSORIES SHALL BE INSPECTED UPON DELIVERY AND DURING THE PROGRESS OF THE WORK. ANY MATERIAL FOUND TO BE DEFECTIVE WILL BE REJECTED BY THE OWNERS REPRESENTATIVE AND THE CONTRACTOR SHALL REMOVE SUCH DEFECTIVE MATERIAL FROM THE SITE OF THE WORK.
20.

CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM UTILITY OWNER.
21.

CONTRACTOR IS TO PLUG ALL INSTALLED DUCTS.
22.

THE CONSTRUCTION CONTRACTOR SHALL PLACE UTILITY LOCATION TAPE OVER ALL EXPOSED CONDUIT.
23.

ALL PROPOSED BENDS SHALL BE GRADUAL SWEEPS WITH A MINIMUM 5-FOOT RADIUS.
24.

CONTRACTOR SHALL CONSTRUCT HORIZONTAL DIRECTIONAL DRILL IN ACCORDANCE WITH ASTM F 1962 "STANDARD GUIDE FOR USE OF MAXI-HORIZONTAL DIRECTIONAL DRILLING FOR PLACEMENT OF POLYETHYLENE PIPE OR CONDUIT UNDER OBSTACLES INCLUDING RIVER CROSSINGS"
25.

CONTRACTOR SHALL PLACE FIBER OPTIC MARKERS, CONSISTING OF POSTS WITH SIGNS AT THE FOLLOWING LOCATIONS:
 - WHENEVER THE LAST MARKERS CANNOT BE SEEN (LINE OF SIGHT).
 - WHENEVER A CHANGE IN THE RUNNING LINE OCCURS.
 - AT EVERY SPLICE LOCATION.
 - AT EVERY MANHOLE/HANDHOLE.
 - EACH SIDE OF EACH BRIDGE ATTACHMENT.
26.

CONTRACTOR TO ENCASE ALL 90° HORIZONTAL BENDS.
27.

ALL PROPOSED TELECOM FACILITIES SHOULD BE INSTALLED AT A MINIMUM OF 42 INCHES BELOW FINISH GRADE ELEVATION AT ALL LOCATIONS, UNLESS NOTED ON THE PLANS.
28.

USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING PREPARATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND PROVIDE A SMOOTH FLOW OF CUTTINGS. JETTING WILL NOT BE PERMITTED.
29.

OPERATIONS ON THE ROADWAY SHALL BE PERFORMED IN SUCH A MANNER THAT OPERATING EQUIPMENT AND EXCAVATED MATERIAL ARE KEPT OFF THE PAVEMENT AT ALL TIMES.
30.

BARRICADES AND WARNING SIGNS, AND FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR OR OWNER. ONE- HALF THE TRAVELED PORTION OF THE ROADWAY MUST BE OPEN TO TRAFFIC AT ALL TIMES. CONTRACTOR TO REFER TO COMPLY WITH TEXAS MUTCD BARRICADE AND CONSTRUCTION STANDARDS.
31.

WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.
32.

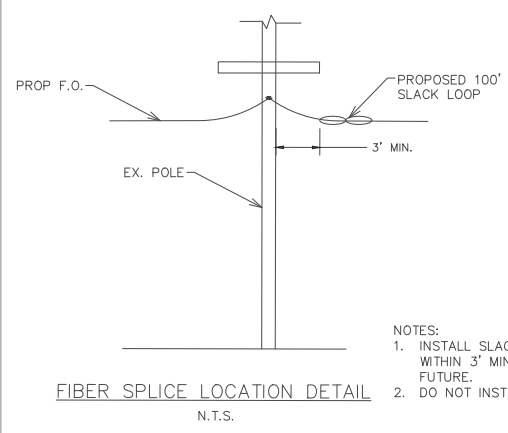
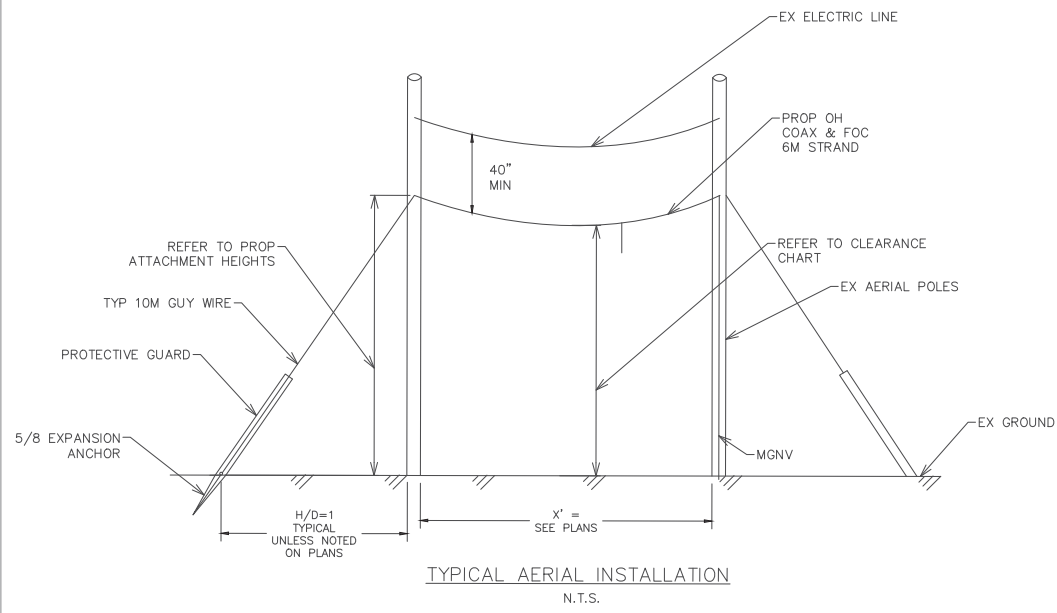
APPROPRIATE EASEMENT/APPROVAL MUST BE SECURED FOR PROJECT AREAS OUTSIDE THE RIGHT-OF-WAY. NO WORK SHALL BE PERFORMED ON PRIVATE PROPERTY UNTIL RIGHT OF ENTRY AND EASEMENT HAS BEEN OBTAINED.



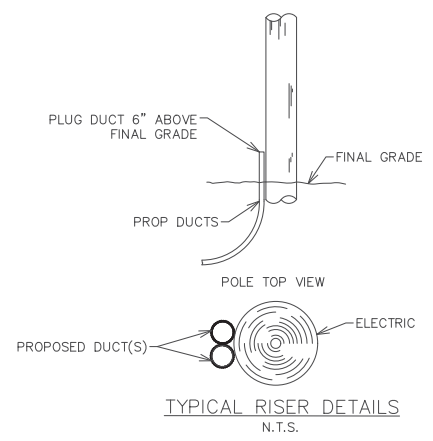
DSISD NEW ES#5
GENERAL NOTES

| | | |
|-------------------|-------------|---------------|
| DATE: | SHEET: 2 | SCALE: N.T.S. |
| DESIGNED: PLUMMER | CHECKED: PW | |
| DRAWN: PLUMMER | APPROVED: | |

TEXAS REGISTERED ENGINEERING FIRM F-13 2/13/2023 3:08 PM Ccardozo
C:\Users\ccardozo\Plummer\Dry Utilities - Projects\1862\019-01 DSISD\4_Card\ocad\SHEETFILES\Aerial Exhibit - Dripping Springs 021023.dwg



- NOTES:
1. INSTALL SLACK LOOPS AND FIBER SPLICES WITHIN 3' MIN. DISTANCE FROM EX. POLE FOR FUTURE.
 2. DO NOT INSTALL AT MID-SPAN



RISER GENERAL NOTES

1. RISERS TO BE GROUPED IN QUADRANT THAT DOES NOT INTERFERE WITH CLIMBING SPACE.
2. RISERS SHALL NOT OBSCURE ANY NUMBERING ON THE POLE.
4. NO MORE THAN 3 RISERS PER POLE.

AERIAL CONSTRUCTION NOTES

1. CONTRACTOR TO FOLLOW ALL ELECTRIC COMPANY POLE ATTACHMENT SPECIFICATIONS.
2. CONTRACTOR SHALL INSTALL ALL ANCHORS AND GUYS, STRAND, AND NECESSARY FRAMING PRIOR TO INSTALLATION OF TELECOM FACILITIES.
3. CONTRACTOR TO MAINTAIN ALL MIN CLEARANCE PER NESC SECTION 232.
4. CONTRACTOR SHALL BAND ALL CONCRETE AND STEEL POLES.
5. BOND TO ELECTRICAL VERTICAL GROUND WIRE (MGNV) BEGINNING, END, AND EVERY 1/4 MILE.

NOTES:

1. CONTRACTOR SHALL NOT EXCEED TENSION LIMITS OF SPECIFIED GUY WIRES OR STRAND.
2. BALANCE LOAD BETWEEN ALL SPANS PRIOR TO INSTALLATION.
3. INSTALL ALL FACILITIES ON STREET SIDE OF POLE.
4. NO "BOXING" IN OF POLES.

CLEARANCE CHART

- 15'-6" MIN. CLEARANCE FOR DRIVEWAYS, ROADS, STREETS, PARKING LOTS, AND ALLEYS
- 18' MIN CLEARANCE FOR TXDOT CROSSINGS
- 12' MIN CLEARANCE FOR PEDESTRIAN ONLY AREAS
- 24' MIN CLEARANCE FOR RAILROAD TRACKS
- 12' SPACING BETWEEN ATTACHMENTS AT THE POLE
- 6' MID-SPAN CLEARANCE BETWEEN ATTACHMENTS
- MID-SPAN VERTICAL CLEARANCE IS 30" BETWEEN THE LOWEST ELECTRICAL CONDUCTOR AND THE HIGHEST COMMUNICATION CABLE

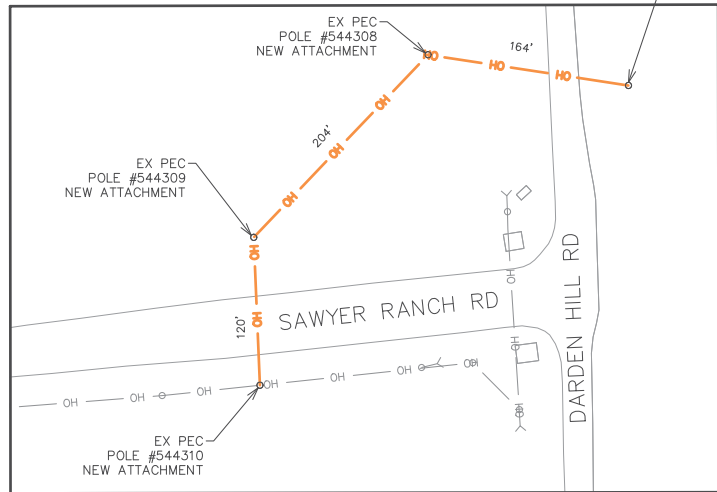


PLUMMER



DSISD NEW ES#5
TYPICAL DETAILS

| | | |
|-------------------|-------------|---------------|
| DATE: | SHEET: 3 | SCALE: N.T.S. |
| DESIGNED: PLUMMER | CHECKED: PW | |
| DRAWN: PLUMMER | APPROVED: | |



GENERAL NOTES:

1. CONTRACTOR TO BAND ALL METAL POLES. DO NOT DRILL.
2. UTILITY LOCATIONS SHOWN ON PLAN ARE BASED ON FIELD AND DOCUMENT RESEARCH AND MAY BE NEITHER ACCURATE NOR COMPLETE. CONTRACTOR IS FULLY RESPONSIBLE FOR PHYSICALLY LOCATING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES IN THE CONSTRUCTION VICINITY PRIOR TO ANY WORK.

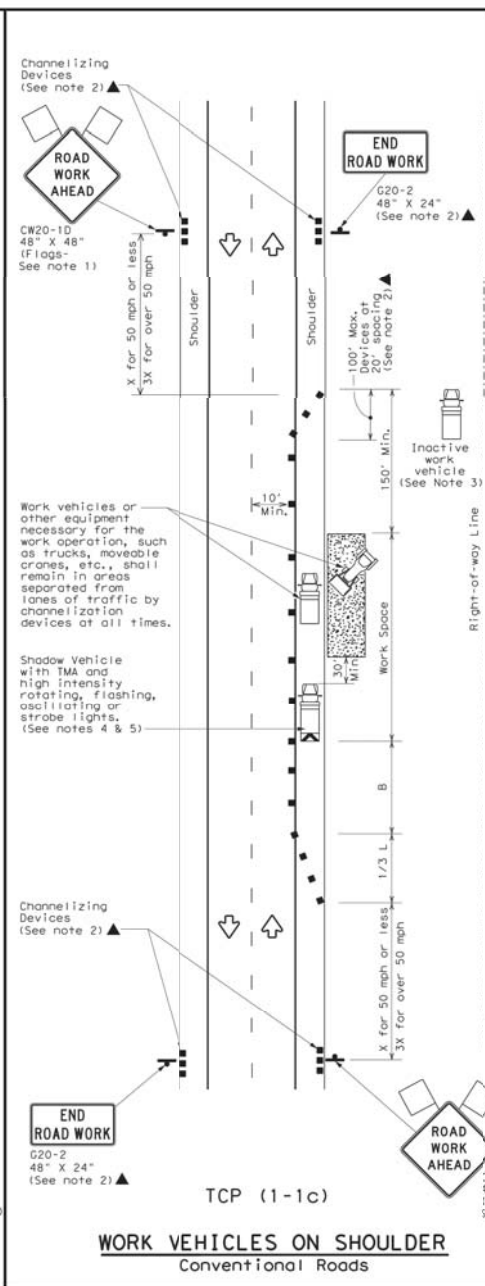
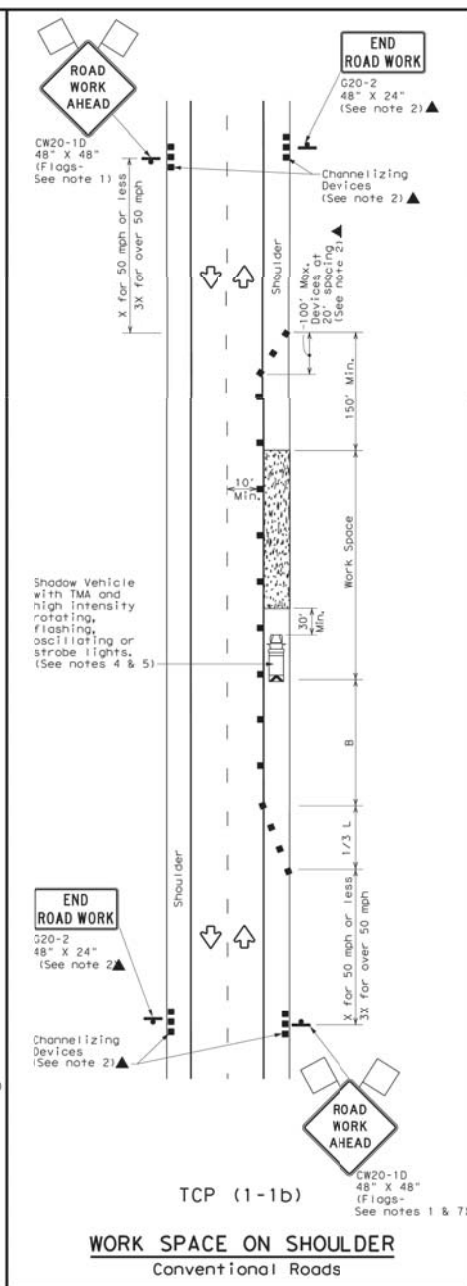
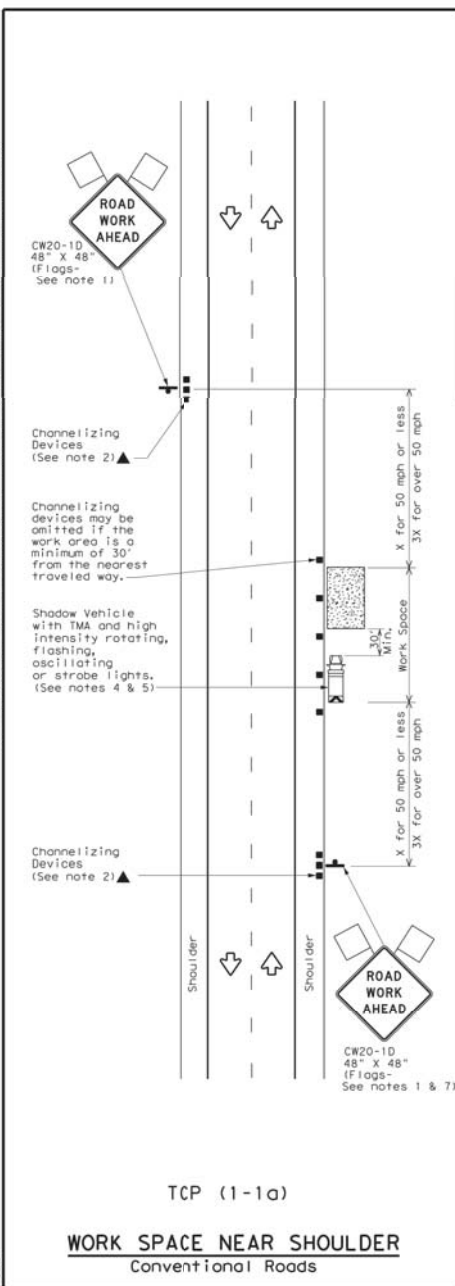


DSISD NEW ES#5
AERIAL UTILITY PLAN

| | | |
|-------------------|-------------|------------------|
| DATE: | SHEET: 4 | SCALE: 1" = 100' |
| DESIGNED: PLUMMER | CHECKED: PW | |
| DRAWN: PLUMMER | APPROVED: | |

DISCLAIMER: This standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any use whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:



| LEGEND | | | |
|--------|--------------------------------------|--|---|
| | Type 3 Barricade | | Channelizing Devices |
| | Heavy Work Vehicle | | Truck Mounted Attenuator (TMA) |
| | Trailer Mounted Flashing Arrow Board | | Portable Changeable Message Sign (PCMS) |
| | Sign | | Traffic Flow |
| | Flag | | Flagger |

| Posted Speed "X" | Formula | Minimum Desirable Taper Lengths "X" | | | Suggested Maximum Spacing of Channelizing Devices "X" | | Minimum Sign Spacing "X" Distance | Suggested Longitudinal Buffer Space "B" |
|---------------------|-----------------------|--|------|------|--|--------------|---|--|
| | | 10' | 11' | 12' | On a Taper | On a Tangent | | |
| 30 | $L = \frac{WS^2}{60}$ | 150' | 165' | 180' | 30' | 60' | 120' | 90' |
| 35 | | 205' | 225' | 245' | 35' | 70' | 160' | 120' |
| 40 | | 265' | 295' | 320' | 40' | 80' | 240' | 155' |
| 45 | | 450' | 495' | 540' | 45' | 90' | 320' | 195' |
| 50 | | 500' | 550' | 600' | 50' | 100' | 400' | 240' |
| 55 | $L = WS$ | 550' | 605' | 660' | 55' | 110' | 500' | 295' |
| 60 | | 600' | 660' | 720' | 60' | 120' | 600' | 350' |
| 65 | | 650' | 715' | 780' | 65' | 130' | 700' | 410' |
| 70 | | 700' | 770' | 840' | 70' | 140' | 800' | 475' |
| 75 | | 750' | 825' | 900' | 75' | 150' | 900' | 540' |

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

| TYPICAL USAGE | | | | |
|---------------|----------------|-----------------------|------------------------------|----------------------|
| MOBILE | SHORT DURATION | SHORT TERM STATIONARY | INTERMEDIATE TERM STATIONARY | LONG TERM STATIONARY |
| | ✓ | ✓ | | |

GENERAL NOTES

- Flags attached to signs where shown are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
- See TCP (5-1) for shoulder work on divided highways, expressways and freeways.
- CW21-5 "SHOULDER WORK" signs may be used in place of CW20-10 "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.



Traffic
Operations
Division
Standard

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP (1-1)-18

| | | | | | |
|---------------------|---------------------|----------|----------|----------|------------|
| FILE: tcpt-1-18.dgn | DATE: December 1985 | CON: 001 | SEC: 001 | JOB: 001 | WIDEN: 001 |
| REVISIONS | | | | | |
| 2-94 4-98 | | | | | |
| 8-95 2-12 | | | | | |
| 1-97 2-18 | | | | | |
| 151 | | | | | |



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 2/20/2023 .

Utility Company Information:

Name: West Travis County PUA
Address: 13215 Bee Cave Parkway Bee Cave TX
Phone:
Contact Name:

Engineer / Contractor Information:

Name: Axis Utilities
Address: 4202 Spicewood Springs suite105 Austin TX 78759
Phone: 8305153637
Contact Name: Jacob DeLoach

Hays County Information:

Utility Permit Number: TRN-2023-5969-UTL
Type of Utility Service: Water and sewer
Project Description:
Road Name(s): Four Star Blvd, , , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

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

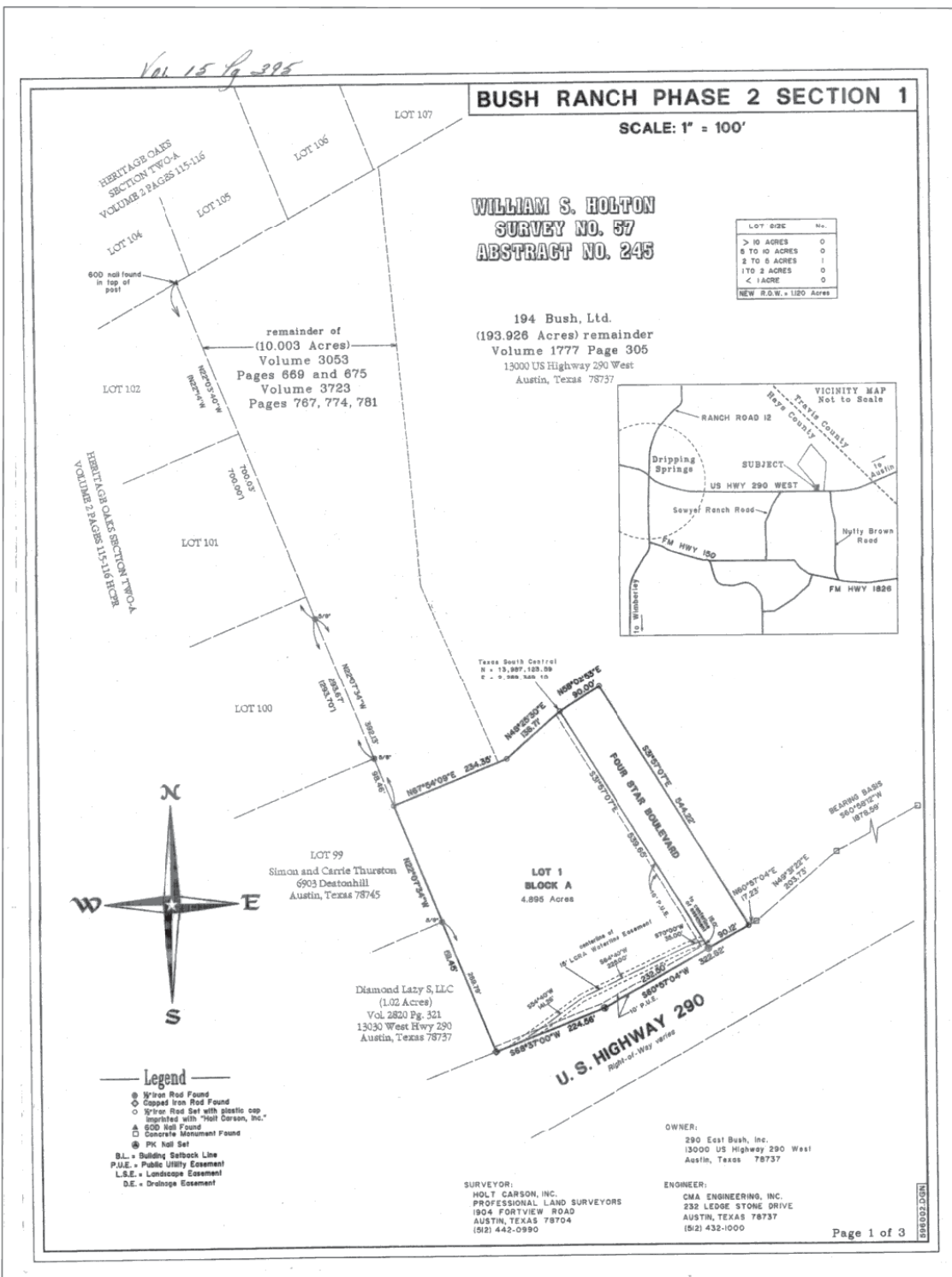
Engineering Technician

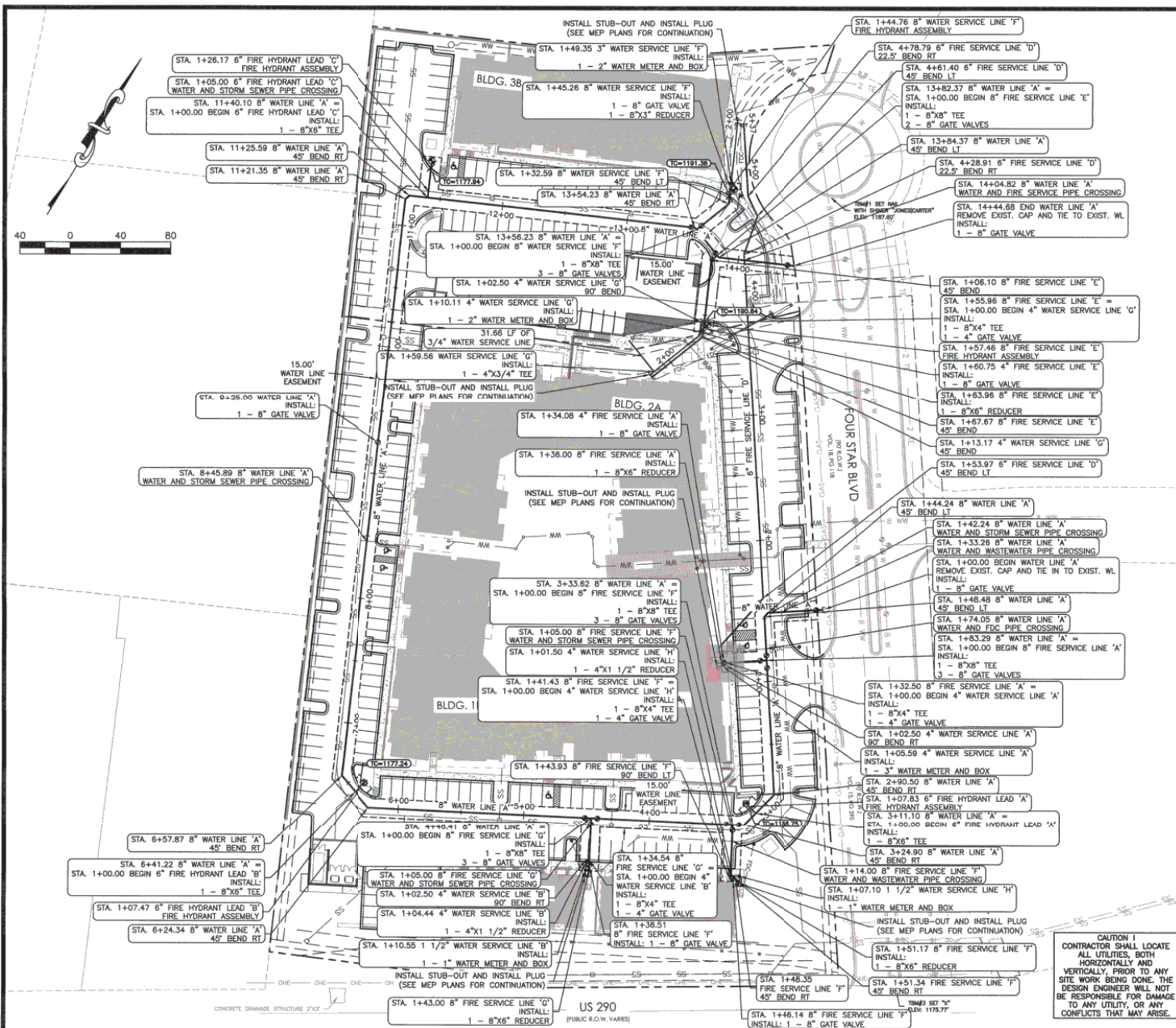
03/08/2023

Signature

Title

Date

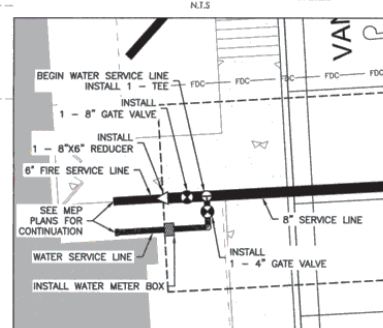




WATER NOTES:

1. FIRE HYDRANTS, VALVES AND LINE SERVICE LOCATIONS SHOWN ARE APPROXIMATE; ACTUAL LOCATIONS SHALL BE IN ACCORDANCE WITH DETAILS SHOWN ON THE DETAIL SHEETS, AVOIDING ALLEYS, DRIVEWAYS, AND CURB RAMPS.
2. FOR UNDERGROUND MAINS FEEDING HYDRANTS ONLY, THE MAIN MUST BE INSTALLED AND TESTED IN COMPLIANCE WITH NFPA 24 AND THE FIRE CODE.
3. ALL BUILDING TO HAVE A PRESSURE REDUCING VALVE SET AT 45 PSI LOCATED INSIDE THE BUILDING.
4. STREETS SHOULD BE AT SUB GRADE, FINISHED GRADE AND CURB STAKES IN PLACE.
5. COST OF ALL FITTINGS, INCLUDING THOSE NOT SHOWN, SHALL BE PROVIDED TO THE COST OF THE PIPE.
6. SEE WATER & WASTEWATER CROSSING AND SEPARATION NOTE SHEET 8.
7. CONTRACTOR TO FIELD VERIFY EXISTING WATER LINE LOCATION AND DEPTH.
8. PROPOSED WATERLINE SHALL BE AWWA C900 DR-14.
9. THIS PROJECT IS IN THE 1300/1340 PRESSURE ZONE.
10. WATERLINE CENTERED IN 15' WATERLINE EASEMENT UNLESS OTHERWISE NOTED.
11. THE FIRE DEPARTMENT CONNECTION (FDC) SHALL BE FREE STANDING AND REMOTE FROM THE BUILDING AT A DISTANCE FROM THE BUILDING EQUAL TO 10% OF THE HEIGHT OF THE EXTERIOR WALL. THE FDC SHALL BE ARRANGED TO FACE A PAVED ROADWAY, SIDEWALK OR OTHER APPROVED AREA SHALL BE INSTALLED SO THAT IT WILL NOT INTERFERE WITH ACCESS TO THE BUILDING WHEN HOSES ARE LAID FROM THE CLOSEST PUBLIC HYDRANT TO THE FDC. THE FDC SHALL BE LOCATED ON THE SAME SIDE OF THE LOT OR BUILDING AS THE CLOSEST PUBLIC FIRE HYDRANT OR A MAXIMUM OF ONE HUNDRED (100) FEET. ANY CHANGES MUST BE APPROVED BY THE FIRE CHIEF.
12. PRIVATE WATER AND WASTEWATER LINES SHALL ADHERE TO THE INTERNATIONAL PLUMBING CODE.
13. METER SIZE WILL BE ESTABLISHED ONCE BUILDING USE IS DETERMINED.
14. WATER METERS SHALL BE LOCATED OUTSIDE SIDEWALKS AND TRAFFIC AREAS.
15. PIPING MATERIAL AND APPEARANCES SHALL CONFORM TO CITY OF AUSTIN AND AWWA'S STANDARDS PRODUCTS LIST (PSL).
16. A METER WILL NOT BE RELEASED BY WICPLA UNTIL SUFFICIENT DOCUMENTATION IS PROVIDED TO THE SUBSTANTIATE THE APPROPRIATE SIZING OF THE METER.
17. STORE ADAPTER REQUIRED: FIRE HYDRANTS SHALL BE PROVIDED WITH APPROPRIATE FIVE (5) EACH "SHORT" TYPE ADAPTERS FOR THE PUMPER (STEAMER) CONNECTION. THIS ADAPTER MUST BE EQUIPPED WITH A RING CAP.
18. CHANGES IN DIRECTION OF PVC PIPE SHALL ONLY BE BY USE OF FITTINGS OR BY DEFLECTING STRAIGHT PIPE SECTIONS AT JOINTS. DEFLECTION OF STRAIGHT PIPE SECTIONS SHALL NOT EXCEED 1 DEGREE AT EACH JOINT (EVEN IF JOINT RESTRAINT DEVICES ARE INSTALLED).
19. DEFLECTION OF RIGID-PIPE PIPE SECTIONS SHALL NOT EXCEED 1 DEGREE AT EACH JOINT (EVEN IF JOINT RESTRAINT DEVICES ARE INSTALLED).
20. ALL WATER SERVICE PIPE SHALL BE HDPE.
21. ALL RESTRANED JOINTS SHALL BE MECHANICALLY RESTRAINED, METALLIC OR APPROVED EQUAL.
22. A BACKFLOW PREVENTER IS REQUIRED ON ALL FIRE LINES. THE BACKFLOW PREVENTER SHALL BE INSTALLED OUTSIDE OF THE PUA EASEMENT.

FIRE/DOMESTIC WATER SERVICE DETAIL (TYP.)



LEGEND

| | |
|-----|------------------------------|
| --- | PROPERTY BOUNDARY |
| --- | EXISTING EASEMENT |
| --- | PROPOSED WATER LINE EASEMENT |
| --- | PROPOSED WATER LINE INF |
| --- | PROPOSED FIRE HYDRANT |
| --- | PROPOSED GATE VALVE |
| --- | PROPOSED WATER METER BOX |
| --- | PROPOSED REDUCER |
| --- | EXISTING TREES (TO REMAIN) |
| --- | PROPOSED STORM SEWER LINE |
| --- | PROPOSED WASTEWATER LINE |
| --- | EXISTING STORM SEWER LINE |
| --- | EXISTING 8\"/> |

235 LEDGE STONE DR.
AUSTIN, TX 78727

B&N
burgessnipe.com

LOOKOUT AT LEDGE STONE
WATER, WASTEWATER, STREET AND
DRAINAGE IMPROVEMENTS
OVERALL WATER LAYOUT

| NO. | DESCRIPTION | REVISIONS |
|-----|-------------|-----------|
| | | |
| | | |
| | | |

JOB NO: 2004

DATE: 4/25/2022

DESIGNED BY: JBL CC

DRAWN BY: JBL CC

CHECKED BY: FM

APPROVED BY: FM

DATE: 10-01-22

DATE: 10-01-22

DATE: 10-01-22

DATE: 10-01-22

DATE: 10-01-22

DATE: 10-01-22

DATE: 10-01-22

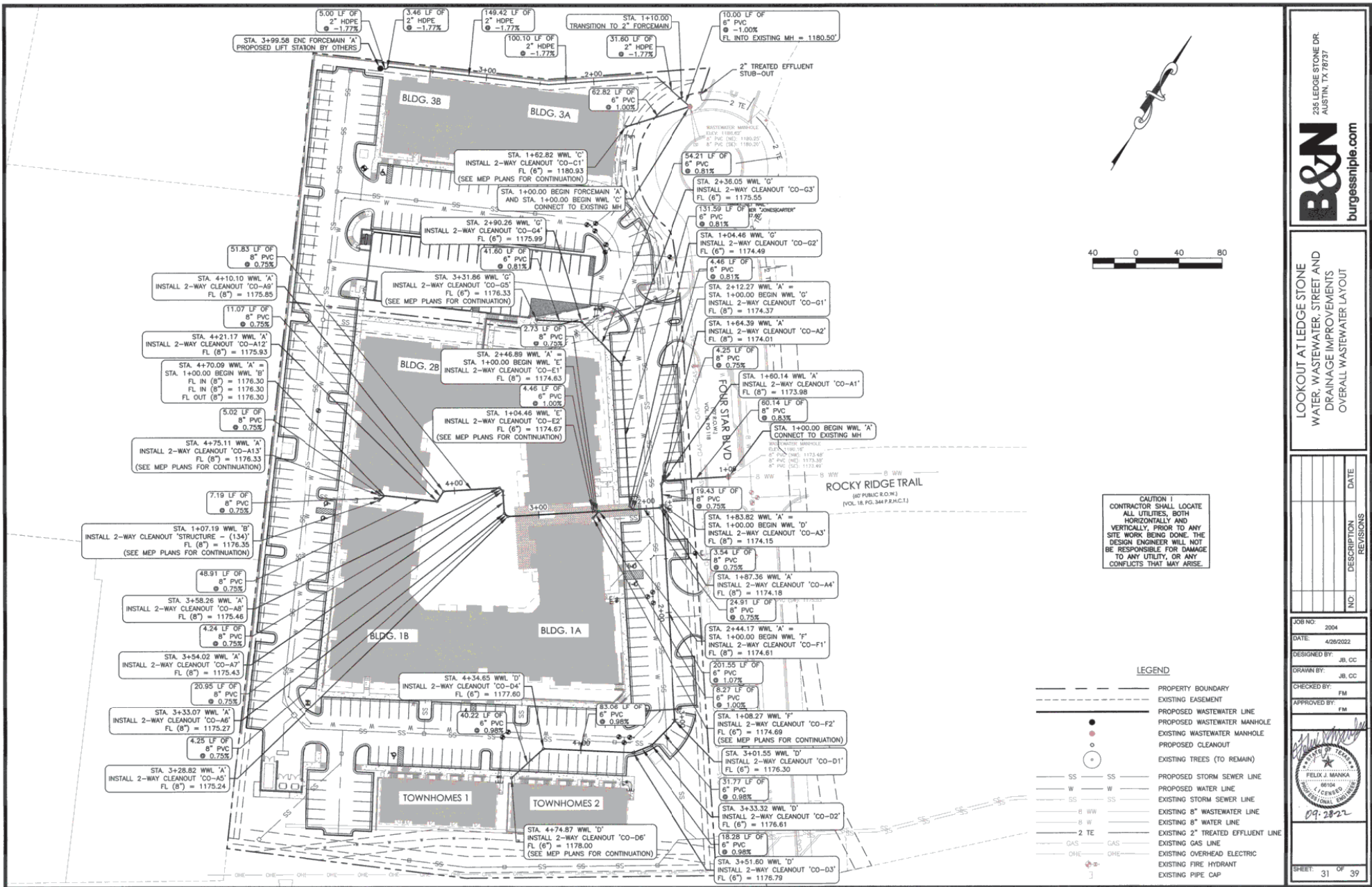
DATE: 10-01-22

DATE: 10-01-22

DATE: 10-01-22

DATE: 10-01-22

DATE: 10-01-22





Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 5/1/2023 .

Utility Company Information:

Name: Pedernales Electric Cooperative
Address: 9115 Circle Drive Austin TX
Phone: 8302254030
Contact Name: Eric Villanueva

Engineer / Contractor Information:

Name: M&S Engineering
Address: 6477 FM 311 Spring Branch TX 78070
Phone: 2104136381
Contact Name: Bundy Manriquez

Hays County Information:

Utility Permit Number: TRN-2023-5985-UTL
Type of Utility Service: 336 AAC 3-phase distribution line
Project Description:
Road Name(s): Henly Loop/ CR 197, , , , , , ,
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]".

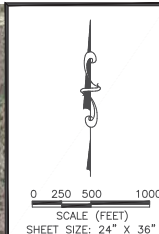
Engineering Technician

03/08/2023

Signature

Title

Date



POLE LOCATIONS 44 THROUGH 72 ARE DESIGNED FOR FUTURE DOUBLE CIRCUIT 795 AAC. LOCATION 73 WILL NEED TO BE CHANGED OUT IF FUTURE DOUBLE CIRCUIT IS BUILT.

*** THE QUANTITIES SHOWN ON THE PLANS AND THE BID DOCUMENTS ARE ESTIMATED QUANTITIES AND BASED ON THE PLAN SET AND TO BE USED FOR BIDDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY PERCEIVED DISCREPANCIES IN THE QUANTITIES WITH THE OWNER PRIOR BEGINNING ANY CONSTRUCTION WORK.

PRELIMINARY
NOT FOR CONSTRUCTION

[illegible]

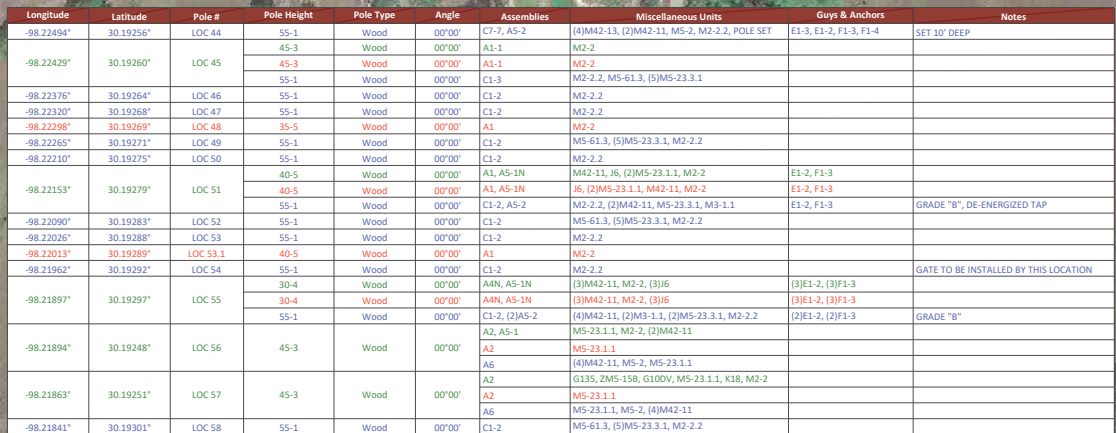
M&S ENGINEERING
CIVIL | ELECTRICAL | STRUCTURAL | MEP
TEXAS REGISTERED ENGINEERING FIRM
E-1394



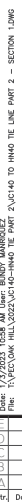
PEDERNALES ELECTRIC COOPERATIVE, INC.

JC140 TO HN40 TIE LINE
PART 2 - SECTION 1
WO# 155119

| |
|------------------------------|
| DATE: 12/27/2022 |
| SCALE: 1" = 500' |
| ENGINEER: MARY COLEMAN, P.E. |
| DESIGNED BY: B. MANRIQUEZ |
| DRAWN BY: M. BURCH |
| OVERVIEW |



| Removal Construction | | |
|----------------------|--|-------|
| Conductors (TLL) | | |
| 1/0 ACSR Primary | | 273' |
| 1/0 ACSR Neutral | | 273' |
| 04 ACSR Primary | | 2470' |
| 04 ACSR Neutral | | 2470' |
| Assemblies | | |
| A1 | | 3 |
| A1-1 | | 1 |
| A2 | | 2 |
| A4N | | 1 |
| A5-1N | | 2 |
| A5-2 | | 1 |
| ASN | | 3 |
| Miscellaneous Units | | |
| J6 | | 5 |
| M2-2 | | 5 |
| M3-1.1 | | 1 |
| M4-7 | | 11 |
| M5-23.1.1 | | 4 |
| M5-23.1.1 | | 1 |
| Guys & Anchors | | |
| E1-1 | | 1 |
| E1-2 | | 4 |
| F1-3 | | 3 |
| Poles | | |
| 30-4 Wood | | 1 |
| 35-5 Wood | | 1 |
| 40-5 Wood | | 2 |
| 45-3 Wood | | 1 |
| Total Poles | | 5 |



PRELIMINARY
NOT FOR CONSTRUCTION

| |
|------------------------------|
| DATE: 12/27/2022 |
| SCALE: 1" = 100' |
| ENGINEER: MARY COLEMAN, P.E. |
| DESIGNED BY: B. MANRIQUEZ |
| DRAWN BY: M. BURCH |
| SHEET: 1 OF 2 |



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 6/1/2023 .

Utility Company Information:

Name: Bluebonnet Electric Cooperative
Address: 690 Texas 71 W, Bldg 1 Bastrop TX
Phone: 5125786393
Contact Name: Clemente Verastegui

Engineer / Contractor Information:

Name: Schneider Engineering
Address:
Phone: 2103559859
Contact Name: Mark Evans

Hays County Information:

Utility Permit Number: TRN-2023-5988-UTL
Type of Utility Service: Aerial Double Circuit Power Line
Project Description:
Road Name(s): Beback Inn Road, Center Point Road, , , , ,
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

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

Engineering Technician

03/08/2023

Signature

Title

Date

Bluebonnet Electric Cooperative
Beback Inn Road Project





Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Daphne Tenorio

Sponsor:

Judge Becerra

Agenda Item:

Authorize the execution of an extension to RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 91 days (June 30, 2023) for \$5,000.00 monthly, plus any additional Letter of Credit Fees and authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(4). **BECERRA/TENORIO**

Summary:

The four (4) year contract for Bank Depository expired on May 31, 2022. A new solicitation was issued on April 21, 2020 (RFP 2020-P10) and the County received one response. After review from the committee, the committee recommended rejecting the proposal. On July 31, 2021, Commissioner Court approved the rejection of the proposal.

The County is currently working on developing a new scope of work that better meets the needs for the County for a new solicitation. The County is requesting a twelfth extension with Sage Bank through June 30, 2023, to allow Hays County to re-solicit and secure a new contract. Sage Bank assesses a \$5,000 monthly service charge as well as letter of credit (LOC) fees which vary based on LOC values.

Fiscal Impact:

Amount Requested: \$15,000 plus LOC fees
Line Item Number: 001-620-00.5310

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, Bank Depository Fees
New Revenue Y/N?: N/A
Comments:

Attachments

(PE) Contract Extension -12



OFFICE OF THE COUNTY AUDITOR

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

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

Stephanie Hunt
Assistant County Auditor
Stephanie.Hunt@co.hays.tx.us

February 21, 2023

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

RE: Contract Extension

The contract extension for Bank Depository, RFP 2016-P06 expires on March 31, 2022, and has no renewal options. Hays County would like to temporarily extend the current contract extension for a period not to exceed 91 days while a new contract is secured. This contract extension will be with the following conditions: Sage Bank will not pay any interest on the accounts, pledged securities will be by Federal Home Loan Bank letter of credit to sufficiently collateralize all existing and expected deposits during tax season and the County will pay for the letter of credit fee, and Sage bank will assess a \$5,000.00 monthly service charge. This extension will expire upon the execution of a new contract pursuant to a new contract or on June 30, 2023, whichever comes first.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Mike Murphy
Signature

Sage Capital Bank
Company

Michael Murphy
Printed Name

2/27/23
Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the submission of a grant application to the Department of Justice, State Criminal Alien Assistance Program (SCAAP). **INGALSBE/T.CRUMLEY**

Summary

The State Criminal Alien Assistance Program is a yearly grant program through the Department of Justice that provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period. Funding amounts are determined after applications are submitted. The application is due electronically on March 16th, 2023.

The funding amount of \$1,000 is a placeholder number as the DOJ determines funding amounts after applications are submitted.

Attachments

SCAAP Application

Standard Applicant Information

Funding Opportunity

| | | |
|--|--|---|
| Federal Agency Name Bureau of Justice Assistance | Funding Opportunity Number O-BJA-2022-171484 | Funding Opportunity Title BJA FY 22 State Criminal Alien Assistance Program |
| Grants.gov Competition ID _____ | Competition Identification Title _____ | Due Date March 16, 2023 8:59:00 PM EDT |

CFDA Information

| | |
|------------------------------|--|
| CFDA Number 16.606 | CFDA Program Title State Criminal Alien Assistance Program |
|------------------------------|--|

Project Information

| | | |
|--|---|--|
| Project Title Hays County SCAAP | Proposed Project Start Date 7/1/20 | Proposed Project End Date 6/30/21 |
| Federal Estimated Funding (Federal Share) 1000.0 | Applicant Estimated Funding (Non-Federal Share) 0.0 | Program Income Estimated Funding 0.0 |
| Total Estimated Funding 1000.0 | | |

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

No items

Authorized Representative

Authorized Representative Information

Prefix Name

First Name **Middle Name** **Last Name** **Suffix Name**
Ruben _____ Becerra _____

Title
County Judge

Verify Legal Name, Doing Business As, and Legal Address

| | | |
|------------------------|---------|-------------------|
| Legal Name | | Doing Business As |
| HAYS COUNTY IT | | |
| UEI | | |
| RH4DFY1GC2R3 | | |
| Legal Address | | |
| Street 1 | | |
| 712 STAGECOACH TRL | | |
| Street 2 | | |
| STE 1071 | | |
| City | State | Zip/Postal Code |
| SAN MARCOS | TX | 78666 |
| Congressional District | Country | |
| 21 | USA | |

Certification

The legal name + Doing Business As (DBA) and legal address define a unique entity in the system as represented in its entity profile. The profile legal name and address is applicable to ALL applications and awards associated to this fiscal agent.

1. If this information is correct confirm/acknowledge to continue with completion of this application.

True I confirm this is the correct entity.

Signer Name

Simone Corprew

Certification Date / Time

02/28/2023 06:29 PM

2. If the information displayed does not accurately represent the legal entity applying for federal assistance:
- a. Contact your Entity Administrator.
 - b. Contact the System for Award Management (SAM.gov) to update the entity legal name/address.
3. If the above information is not the entity for which this application is being submitted, Withdraw/Delete this application. Please initiate a new application in Grants.gov with using the correct UEI/SAM profile.

Application Type

| Application Type | Date Received |
|------------------|---------------|
| Initial | 2/28/23 |

Application Submitter Contact Information

Application POC Prefix Name

| | | |
|------------------------------------|------------------------------------|----------------------------------|
| Application POC First Name | Application POC Middle Name | Application POC Last Name |
| Simone | _____ | Corprew |
| Application POC Suffix Name | | |
| _____ | | |
| Organizational Affiliation | Title | Email ID |
| Hays County | Grant Writer | simone.corprew@co.hays.tx.us |
| Phone Number | Fax Number | |
| 512 749 1161 | _____ | |
| ORINumber | | |
| _____ | | |

Type of Applicant

Type of Applicant 1: Select Applicant Type:

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

Other (specify):

Executive Order and Delinquent Debt Information




Is Application Subject to Review by State Under Executive Order 12372? 🌟

c. Program is not covered by E.O. 12372.

Is the Applicant Delinquent on Federal Debt?

No

▼ SF424 Attachments (3)

| | | |
|---|--|------------------------------|
|  | Name manifest.txt | Date Added 2/28/23 |
|  | Name Form SF424_4_0-V4.0.pdf | Date Added 2/28/23 |
|  | Name GrantApplication.xml | Date Added 2/28/23 |

SCAAP Applicant Information

Required Information on "Eligible Inmates"

Reporting Period: July 1, 2020 - June 30, 2021

Required Information on "Eligible Inmates"

| Name | Category | Comment: | Uploaded | Date |
|-------------------------------|-------------------------|---------------------------|-------------------|-----------------------|
| TX_Hays_Co{EIF_20230308v2.txt | SCAAP Inmate File | TX_Hays_Co{EIF_20230308v2 | Simone Corprew | 3/8/23 10:45 AM |

Inmate records containing errors:

| A- Number | Last Name | First Name | Middle Name | Date of Birth | Inmate ID | Country | Date Incarcerated | Date Released | FBI Number | LESC IAQ | Errors |
|--------------|--------------|---------------|----------------|---------------------|--------------|---------|----------------------|------------------|---------------|-------------|--------|
| No items | | | | | | | | | | | |

Required Information on "Correctional Officers"

Reporting Period: July 1, 2020 - June 30, 2021

| | |
|--|-----|
| Total number of full-time "correctional officers" employed by the applicant government, during the reporting period: | 181 |
| Total number (reported as FTEs) of part time correctional officers employed by the applicant government, during the reporting period: | 0 |
| Total Number of full-time correctional officers providing services to the applicant government as employees of "contract correctional facilities" during reporting period: | 0 |
| Total Number of part-time correctional officers providing services to the applicant government as employees of "contract correctional facilities" during reporting period: | 0 |
| Sum of lines 1 through 4: "correctional officer" FTEs (during reporting period): | 181 |

Actual salary expenditure for "correctional officers" during the reporting period. (Enter in dollars; do not use commas) \$6,636,139.47

"Correctional Officer" salary expenditures detail (for the reporting period)

Salary File Attachments

| Name | Category | Comment: | Uploaded By | Date |
|--|-----------------------|----------------------|----------------|-----------------|
| Correctional Officer Salary.xlsx | Correctional Officers | CorrectionalOfficers | Simone Corprew | 3/6/23 10:50 AM |

Required Information on "Correctional Facilities"

Reporting Period: July 1, 2020 - June 30, 2021

| | |
|--|---------|
| "Maximum bed count" for the reporting period | 562 |
| "Total all inmate days" for the reporting period | 174,855 |

"All inmate days, by reporting day" detail (for the reporting period)

| Name | Category | Comment: | Uploaded By | Date |
|---|-------------------------|------------------------|----------------|----------------|
| Reporting Day 7.20_6.21.pdf | Correctional Facilities | CorrectionalFacilities | Simone Corprew | 3/8/23 3:22 PM |

Disclosures and Assurances

Applicant Government and Submitting Government Official

On behalf of myself and the applicant government, and in support of this application to the SCAAP program, I certify to OJP, under penalty of perjury, that the information on the applicant government and the submitting government official entered above as part of this online application to the SCAAP program is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review, and is provided in accordance with the requirements, definitions, and instructions set out in the "SCAAP Program Requirements and Application Instructions." I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this and all other certifications in this online application as material representations in any decision to make a SCAAP payment to the applicant government in response to this application.

I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant "State" or "unit of local government" to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also understand and acknowledge that payments under OJP programs such as SCAAP, including certifications provided in connections with such payments, are subject to review by DOJ, including by OJP and the DOJ's Office of the Inspector General.

Please Acknowledge 

Not Signed


SignerID

Signing Date / Time

Information on "Eligible Inmates"

On behalf of myself and the applicant government, and in support of this application to the SCAAP program, I certify to OJP, under penalty of perjury, that the information on "eligible inmates" entered or uploaded as part of this online application to the SCAAP program (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the SCAAP Program Requirements and Application Instructions," and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant government in response to this application and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

Please Acknowledge 

Not Signed

SignerID

Signing Date / Time

Information on "Correctional Officers" and "Facilities"

On behalf of myself and the applicant government, and in support of this application to the SCAAP program, I certify to OJP, under penalty of perjury, that the information on "correctional officers" and "correctional facilities" entered or uploaded as part of this online application to the SCAAP program (1) was determined and is reported here using due diligence, and in accordance with the requirements, definitions, and instructions set out in the "SCAAP Program Requirements and Application Instructions" and (2) is true and correct to the best of my knowledge and belief, based upon diligent inquiry and review. I further certify that I have the legal authority to make this certification to OJP, including from the chief executive of the applicant government.

I understand and acknowledge that OJP will rely upon this certification as a material representation in making any SCAAP payment to the applicant government in response to this application, and that this certification is subject to review by DOJ. I also understand that, if this certification is false or otherwise inaccurate or misleading (including because of omission of a material fact), both I and the applicant government may be subject to criminal prosecution, civil penalties, and/or administrative remedies, including as described in the certification in this online application as to the "Applicant Government and Submitting Government Official."

Please Acknowledge 

Not Signed

SignerID

Signing Date / Time

Other Disclosures and Assurances

No documents have been uploaded for Other Disclosures and Assurances

Not Certified



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Kelly Higgins

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Hays County Criminal District Attorney to purchase on (1) replacement Dell Laptop with accessories valued at \$1,694.97 utilizing DA- Drug Forfeiture Funds and amend the budget accordingly. **INGALSBE/HIGGINS**

Summary:

The Criminal District Attorney is requesting a budget amendment to purchase one (1) replacement laptop with accessories for an Assistant Criminal District Attorney utilizing DA-Drug Forfeiture Funds. The current laptop is no longer under warranty or repairable.

Fiscal Impact:

Amount Requested:\$1,694.97

Line Item Number: 081-607-00]

Budget Office:

Source of Funds: DA Drug Forfeiture Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$366 - Increase Data Supplies 81-607-00.5202

\$1,329 - Increase Computer Equipment_Ops 081-607-00.5712_400

(\$1,695) - Decrease Miscellaneous 081-607-00.5391

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, TX DIR-TSO-3763

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Quote



A quote for your consideration

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

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

| | | | |
|----------------------|--|-------------------|--|
| Quote No. | 3000144398616.1 | Sales Rep | Michael Harden |
| Total | \$1,694.97 | Phone | (800) 456-3355, 80000 |
| Customer # | 9657350 | Email | Michael_Harden@Dell.com |
| Quoted On | Feb. 10, 2023 | Billing To | ACCOUNTS PAYABLE |
| Expires by | Mar. 12, 2023 | | HAYS COUNTY - AUDITORS |
| Contract Name | Texas Department of Information Resources (TX DIR) | | 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247 |
| Contract Code | C000000006841 | | |
| Customer Agreement # | TX DIR-TSO-3763 | | |
| Deal ID | 23048855 | | |

Message from your Sales Rep

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

Regards,
Michael Harden

Shipping Group

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

| Product | Unit Price | Quantity | Subtotal |
|---|------------|----------|------------|
| Targus Citylite Laptop Case | \$42.23 | 1 | \$42.23 |
| Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27") | \$324.00 | 1 | \$324.00 |
| Dell Latitude 5530 | \$1,328.74 | 1 | \$1,328.74 |

| | |
|----------------------------|-------------------|
| Subtotal: | \$1,694.97 |
| Shipping: | \$0.00 |
| Environmental Fee: | \$0.00 |
| Non-Taxable Amount: | \$1,694.97 |
| Taxable Amount: | \$0.00 |
| Estimated Tax: | \$0.00 |

| | |
|---------------|-------------------|
| Total: | \$1,694.97 |
|---------------|-------------------|

Shipping Group Details

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

| | Quantity | Subtotal |
|---|----------|----------------|
| Targus Citylite Laptop Case | 1 | \$42.23 |
| Estimated delivery if purchased today: Feb. 20, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763 | | |

| Description | SKU | Unit Price | Quantity | Subtotal |
|-----------------------------|----------|------------|----------|----------|
| Targus Citylite Laptop Case | A0372709 | - | 1 | - |

| | Quantity | Subtotal |
|--|----------|-----------------|
| Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27") | 1 | \$324.00 |

Estimated delivery if purchased today:
Feb. 15, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|----------|------------|----------|----------|
| Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27") | 210-BBCM | - | 1 | - |
| Dell Limited Hardware Warranty | 814-5380 | - | 1 | - |
| Advanced Exchange Service, 3 Years | 814-5381 | - | 1 | - |

| | Quantity | Subtotal |
|---------------------------|----------|-------------------|
| Dell Latitude 5530 | 1 | \$1,328.74 |

Estimated delivery if purchased today:
Feb. 19, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|----------|------------|----------|----------|
| Dell Latitude 5530 BTX Base | 210-BDJK | - | 1 | - |
| 12th Generation Intel vPro Essentials with Intel Core i7-1255U (10 Core, 12 MB Cache, 12 Threads, up to 4.70 GHz) | 379-BETV | - | 1 | - |
| Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish | 619-AQMP | - | 1 | - |
| No Microsoft Office License Included | 658-BCSB | - | 1 | - |
| Assembly Base | 338-CDKI | - | 1 | - |
| i7-1255U Trans, Intel Iris Xe Graphics, Thunderbolt | 338-CDNB | - | 1 | - |
| Intel ME disabled | 631-ADFG | - | 1 | - |
| 16GB, 2x8GB, DDR4 Non-ECC | 370-AFVQ | - | 1 | - |
| M.2 256GB PCIe NVMe Class 35 Solid State Drive | 400-BNKW | - | 1 | - |
| 15.6" FHD (1920x1080) Anti Glare, Non-Touch, 250 nits, FHD IR Camera, WWAN | 391-BGML | - | 1 | - |
| English US backlit keyboard with numeric keypad, 99-key | 583-BHBG | - | 1 | - |
| Wireless Intel AX211 WLAN Driver | 555-BHKF | - | 1 | - |

| | | | | |
|---|----------|---|---|---|
| Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth | 555-BHHU | - | 1 | - |
| 58WHR, 4 Cell Battery Express Charge Capable | 451-BCWY | - | 1 | - |
| 65W Type-C Adapter | 492-BDGC | - | 1 | - |
| Single Pointing, Smart Card Reader, Finger Print Reader, Thunderbolt 4 | 346-BHSX | - | 1 | - |
| E4 Power Cord 1M for US | 537-BBDO | - | 1 | - |
| [APCC;BCC;CCC;DAO;EMEA;ICC] Quick setup guide for world wide | 340-CYGF | - | 1 | - |
| ENERGY STAR Qualified | 387-BBPW | - | 1 | - |
| Fixed Hardware Configuration | 998-FNQH | - | 1 | - |
| SupportAssist | 525-BBCL | - | 1 | - |
| Dell(TM) Digital Delivery Cirrus Client | 640-BBLW | - | 1 | - |
| Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) | 658-BBMR | - | 1 | - |
| Waves Maxx Audio | 658-BBRB | - | 1 | - |
| Dell Power Manager | 658-BDVK | - | 1 | - |
| Dell SupportAssist OS Recovery Tool | 658-BEOK | - | 1 | - |
| Dell Optimizer | 658-BEQP | - | 1 | - |
| Windows PKID Label | 658-BFDQ | - | 1 | - |
| Packaging BTS 65W Adapter + ADL CPU | 340-CYVL | - | 1 | - |
| POD Label | 389-EDJB | - | 1 | - |
| FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic | 319-BBIE | - | 1 | - |
| EPEAT 2018 Registered (Gold) | 379-BDZB | - | 1 | - |
| Bottom door ADL UMA-U15W L10 TGL UMA L10 | 321-BHKD | - | 1 | - |
| Dell Limited Hardware Warranty Extended Year(s) | 975-3461 | - | 1 | - |
| Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport | 989-3449 | - | 1 | - |
| Dell Limited Hardware Warranty | 997-8317 | - | 1 | - |
| ProSupport: 7x24 Technical Support, 3 Years | 997-8344 | - | 1 | - |
| ProSupport: Next Business Day Onsite, 1 Year | 997-8349 | - | 1 | - |
| ProSupport: Next Business Day Onsite, 2 Year Extended | 997-8354 | - | 1 | - |

| | |
|---------------------------|-------------------|
| Subtotal: | \$1,694.97 |
| Shipping: | \$0.00 |
| Environmental Fee: | \$0.00 |
| Estimated Tax: | \$0.00 |
| Total: | \$1,694.97 |

Important Notes

Terms of Sale

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

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

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

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Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Jerry Borcharding

Sponsor:

Judge Becerra

Agenda Item:

Approve renewal of IFB 2022-B04 Cemetery Maintenance with Kyle Landscaping Services with the proposed 22% price increase. **BECERRA/BORCHERDING**

Summary:

IFB 2022-B04 Cemetery Maintenance is scheduled to expire March 21, 2023. Kyle Landscaping and the Transportation Department would like to renew their contract for one additional year, with the proposed 22% price increase from a current monthly contract total of \$5,035.00 to \$6,167.00. **BECERRA**

Fiscal Impact:

Amount Requested: \$1,132 monthly
Line Item Number: 001-695-00.5491

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, Invitation For Bid 2022-B04 Cemetery Maintenance
G/L Account Validated Y/N?: Yes, Cemetery Maintenance Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Proposed Price Increases
IFB 2022-B04 Renewal 1

IFB 2022-B04 Cemetery Maintenance
Renewal 1: Proposed Price Increase

| Cemetery Name | Location | Approx Acreage | Current Contract | Proposed Increases |
|-------------------------------|--|----------------|---------------------------------|---------------------------------|
| | | | Price per Site (per Service) | Price per Site (per Service) |
| Cementerio Del Rio | San Marcos, located off FM 621 (Staples Rd.) | 2 Acres | \$ 250.00 | \$ 312.50 |
| Cocke Cemetery | Buda, hy Road | 1 Acre | \$ 125.00 | \$ 157.25 |
| Coronado Cemetery | Buda, Mathis Lane | .90 Acre | \$ 115.00 | \$ 143.75 |
| Guadalupe Cemetery | San Marcos, Post Road | 4.16 Acre | \$ 500.00 | \$ 625.00 |
| Hays County Indigent Cemetery | Adjacent to San Pedro | 2.2. Acre | \$ 250.00 | \$ 312.50 |
| Kyle Family Pioneer Cemetery | Kyle, Post Road | .50 acre | \$ 100.00 | \$ 125.00 |
| Pitts Cemetery | San Marocs, Hunter Road,S. of McCarty | .89 acre | \$ 115.00 | \$ 143.75 |
| San Marcos/Blanco Cemetery | San Marcos, Post Road | 10 acres | \$ 1,250.00 | \$ 1,562.25 |
| San Pedro Cemetery | San Marcos, Posey Road & CR 266 | 3.61 acres | \$ 450.00 | \$ 675.00 |
| Antioch Cemetery | Buda, Old Black Colony Road | .98 acre | \$ 140.00 | \$ 210.00 |
| Antioch Cemetery - Back Area | Buda, Old Black Colony Road | 1.7 acres | \$ 240.00 | \$ 300.00 |
| Philips Cemetery | (once per qtr.) | | \$ 1,500.00 | \$ 1,600.00 |
| Total | | | \$ 5,035.00 | \$ 6,167.00 |
| | | | % Increase | 22% |



OFFICE OF THE COUNTY AUDITOR

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

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

Stephanie Hunt
Assistant County Auditor
stephanie.hunt@co.hays.tx.us

February 23, 2023

Kyle Landscaping Services LLC
110 Dashelle Run
Kyle, Tx 78640

RE: Annual contract renewal

The annual contract for Cemetery Maintenance, IFB 2022-B04 is scheduled to expire on March 21, 2023. This letter will serve as official notice that Hays County would like to exercise its first (1st) option to renew the existing contract for one (1) additional year effective March 22, 2023 – March 21, 2024, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract with the proposed price changes. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Diego Rangel
Signature

Kyle Landscaping Services
Company

Diego Rangel
Printed Name

3-9-2023
Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Jeff McGill

Sponsor:

Commissioner Shell

Agenda Item:

Accept three proposals from Beckwith Electronic Systems, LLC. for Courtroom 7 (\$3,112.00), Courtroom 9 (\$19,189.00), and Courtroom 10 (\$27,909.00); authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7)(D). **SHELL/MCGILL**

Summary:

The attached three quotes were approved in the fiscal year 2023 budget process but need to have a discretionary exemption approved pursuant to Texas Local Government Code 262.024 9(a)(7)(D) captive replacement parts or components for equipment.

Beckwith Electronic Systems was the contractor used during the Government Center build out of the current courtrooms that are in use. The System was customized for our District Court at Law Judges in order to provide consistency throughout all courtrooms. Additionally, Beckwith installed the wiring and configuration for the remaining courtrooms for future build outs.

Due to the existing infrastructure that was put in place, it is necessary to utilize the same contractor to complete the repairs in District Courtroom 7, 9 and 10.

Fiscal Impact:

Amount Requested: \$50,210

Line Item Number: 108-608-00.5712_400 - (\$3,112)

108-608-00.5712_700 - (\$47,098)

Budget Office:

Source of Funds: District Courts Record Technology Fund

Budget Amendment Required Y/N?: No

Comments: Courtroom upgrades were budgeted during the FY23 annual budget process.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(7)(D)

G/L Account Validated Y/N?: Yes, Computer Equipment

New Revenue Y/N?: N/A

Comments:

Attachments

Courtroom 7 Proposal

Courtroom 9 Proposal

Courtroom 10 Proposal

Proposal

DATE: 6-May-22



| | |
|--|--|
| SOLD TO Hays County Government Center 610 Stagecoach Trail San Marcos, TX 78666 ATTN Tim Shaffer Tel # 5129262000 | PROJECT LOCATION Hays County Govt Center 610 Stagecoach Trail San Marcos, TX 78666 |
|--|--|

| | |
|--|--|
| Customer Reference Name Proposal Number | Hays County Govt Center - CR #7, Replace 2 Monitors FA-BESLLC-2020-403 |
| PAYMENT TERMS Net 30 days | TRADE TERMS F.O.B. Jobsite |

| |
|--|
| Beckwith is a State of Texas HUB and SCTRCA certified as HABE, MBE and SBE. |
| Scope Of Work: Price includes turnkey replacement of 2 jury monitors. Installation, programming and testing/check-out with HCGC staff is included. |

| Qty | Model # | Manufacturer | Description |
|-----|------------|--------------|---------------------------------------|
| 2 | LED-2346HD | Tote Vision | 23.6" LCD Monitor with RS-232 Control |

| | |
|------------------------|--------------------|
| Total Cost | \$ 3,112.00 |
| Equipment Price | \$ 1,640.00 |
| Labor Price | \$ 1,472.00 |

Proposal

DATE: 6-May-22



| | |
|--|--|
| SOLD TO Hays County Government Center 610 Stagecoach Trail San Marcos, TX 78666 ATTN Tim Shaffer Tel # 5129262000 | PROJECT LOCATION Hays County Govt Center 610 Stagecoach Trail San Marcos, TX 78666 |
|--|--|

| | |
|--|---|
| Customer Reference Name Proposal Number | Hays County Govt Center - CR #9, Replace Jury Monitors & Projector FA-BESLLC-2020-403 |
|--|---|

| | |
|-------------------------------------|--------------------------------------|
| PAYMENT TERMS Net 30 days | TRADE TERMS F.O.B. Jobsite |
|-------------------------------------|--------------------------------------|

| |
|---|
| Beckwith is a State of Texas HUB and SCTRCA certified as HABE, MBE and SBE. |
| Scope Of Work: Price includes turnkey replacement of Christie projector with Epson 3LCD Laser projectors and replacement of 5 jury monitors. Installation, programming and testing/check-out with HCGC staff is included. |

| Qty | Model # | Manufacturer | Description |
|-----|------------|--------------|---------------------------------------|
| 5 | LED-2346HD | Tote Vision | 23.6" LCD Monitor with RS-232 Control |
| 1 | EB-PU1007B | Epson | WUXGA 3LCD Laser Projector, 4K |
| 1 | ELPLM15 | Epson | Middle Zoom #2 Lens (2.16:1 - 3.48:1) |

| | |
|------------------------|---------------------|
| Total Cost | \$ 19,189.00 |
| Equipment Price | \$ 16,917.00 |
| Labor Price | \$ 2,272.00 |

Proposal

DATE: 6-May-22



| | |
|--|--|
| SOLD TO Hays County Government Center 610 Stagecoach Trail San Marcos, TX 78666 ATTN Tim Shaffer Tel # 5129262000 | PROJECT LOCATION Hays County Govt Center 610 Stagecoach Trail San Marcos, TX 78666 |
|--|--|

| | |
|--|---|
| Customer Reference Name Proposal Number | Hays County Govt Center - CR #10, Replace Projectors FA-BESLLC-2020-403 |
|--|---|

| | |
|-------------------------------------|--------------------------------------|
| PAYMENT TERMS Net 30 days | TRADE TERMS F.O.B. Jobsite |
|-------------------------------------|--------------------------------------|

| |
|--|
| Beckwith is a State of Texas HUB and SCTRCA certified as HABE, MBE and SBE. |
| Scope Of Work: Price includes turnkey replacement of both Christie projectors with Epson 3LCD Laser projectors. Installation, programming and testing/check-out with HCGC staff is included. |

| Qty | Model # | Manufacturer | Description |
|-----|------------|--------------|---------------------------------------|
| 2 | EB-PU1007B | Epson | WUXGA 3LCD Laser Projector, 4K |
| 1 | ELPLM06 | Epson | Middle Zoom Lens #1 (2.68:1 – 4.10:1) |
| 1 | ELPLM15 | Epson | Middle Zoom #2 Lens (2.16:1 - 3.48:1) |

| | |
|------------------------|---------------------|
| Total Cost | \$ 27,909.00 |
| Equipment Price | \$ 25,637.00 |
| Labor Price | \$ 2,272.00 |



AGENDA ITEM REQUEST FORM: **G. 24.**

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item

Accept the 2022 Racial Profiling Report for the Hays County Sheriff's Office. **INGALSBE/CUTLER**

Summary

Report attached.

Attachments

2022 Racial Profiling Report



MIKE DAVENPORT
Chief Deputy

MARK CUMBERLAND
Captain – Support Services

SHANE SMITH
Captain – Law Enforcement

JOHN SAENZ
Captain – Corrections

JULISSA VILLALPANDO
Captain – Corrections

GARY CUTLER
HAYS COUNTY SHERIFF

810 S. Stagecoach Trail
San Marcos, Texas 78666
512-393-7800

February 23, 2023

The Honorable Ruben Becerra
County Judge
Hays County Commissioners Court

The Honorable Ruben Becerra,

In accordance with state law and specific to the Texas Code of Criminal Procedure, Chapter 2.132(b)(6) & (7), the following report has been prepared and is being respectfully submitted. The report consists of statistical data collected by the Hays County Sheriff's Office as prescribed by Texas CCP Chapter 2.133, for the calendar year of 2022. We have complied with the compilation and analysis of the information collected as required under Texas CCP Chapter 2.134 and have included our analysis in the report submitted. In addition, the Hays County Sheriff's Office has adopted a policy concerning Racial Profiling. The policy is within the requisite standards set forth by statute and recommended by the legislature.

Respectfully,

A handwritten signature in black ink that reads "Gary Cutler". The signature is fluid and cursive, with the first and last names being prominent.

Gary Cutler
Sheriff, Hays County

HAYS COUNTY SHERIFF'S OFFICE



RACIAL PROFILING ANNUAL REPORT 2022

Report Prepared By:

Robert Wojtanowicz, Strategic Analyst Supervisor

INTRODUCTION

This report contains the analysis of data obtained during motor vehicle stops by Hays County Sheriff's Office (HCSO) deputies for the reporting period of January 1, 2022 through December 31, 2022. The analysis, submission, and presentation of this data is required by the Texas Code of Criminal Procedure (TCCP) as part of the Sandra Bland Act of 2017. The purpose of this report is to certify that HCSO has met all reporting and analysis requirements of the Sandra Bland Act.

The data utilized for this analysis was compiled by HCSO through Tyler Technologies Brazos Software as well as an agency created database. The data was entered by HCSO deputies while conducting motor vehicle stops.

BACKGROUND

The Sandra Bland Act of 2017 removed the exemption of certain law enforcement agencies to report motor vehicle stops and thus mandates all agencies to comply with the following requirements in accordance with the TCCP:

- Article 2.132
 - Adopt a detailed written policy prohibiting racial profiling
 - Provide information and education on the complaint and complaint procedures
- Article 2.133
 - Collect specific data on each motor vehicle stop conducted
- Article 2.134
 - Compile and analyze the data collected under TCCP Article 2.133 and present the findings to the governing body

TCCP Article 2.123(a)(3) specifies the following race/ethnicity categories for reporting:

A – Asian or Pacific Islander

B – Black

H – Hispanic or Latino

I – Alaskan Native or American Indian

W – White

MOTOR VEHICLE STOPS

Hays County Sheriff's Deputies made 9,969 motor vehicle stops in 2022. The following tables detail several categories of reporting data required by TCCP Article 2.134:

TABLE 1. MOTOR VEHICLE STOPS BY RACE AND GENDER

| RACE | FEMALE | % FEMALE | MALE | % MALE | TOTAL | % TOTAL |
|-------------|--------|----------|------|--------|-------|---------|
| A | 55 | 2% | 116 | 2% | 171 | 2% |
| B | 190 | 6% | 531 | 8% | 721 | 7% |
| H | 721 | 22% | 1902 | 28% | 2623 | 26% |
| I | 13 | <1% | 36 | 1% | 49 | <1% |
| W | 2295 | 70% | 4110 | 61% | 6405 | 64% |
| Grand Total | 3274 | 100% | 6695 | 100% | 9969 | 100% |

TABLE 2. REASON FOR STOP

| RACE | MOVING TRAFFIC VIOLATION | PREEXISTING KNOWLEDGE | VEHICLE TRAFFIC VIOLATION | VIOLATION OF LAW | TOTAL | % TOTAL |
|-------------|--------------------------|-----------------------|---------------------------|------------------|-------|---------|
| A | 113 | 0 | 55 | 3 | 171 | 2% |
| B | 342 | 8 | 356 | 15 | 721 | 7% |
| H | 1366 | 27 | 1118 | 112 | 2623 | 26% |
| I | 33 | 1 | 12 | 3 | 49 | <1% |
| W | 3528 | 60 | 2532 | 285 | 6405 | 64% |
| Grand Total | 5382 | 96 | 4073 | 418 | 9969 | 100% |

Fifty four percent of all motor vehicle stops were the result of moving traffic violations with the second highest reason being vehicle traffic violations at forty one percent.

TABLE 3. RESULT OF STOP

| RACE | CITATION | % CITATION | WRITTEN WARNING | % WRITTEN WARNING | VERBAL WARNING | % VERBAL WARNING | ARREST | % ARREST | WRITTEN WARNING & ARREST | % WRITTEN WARNING & ARREST | CITATION & ARREST | % CITATION & ARREST |
|-------------|----------|------------|-----------------|-------------------|----------------|------------------|--------|----------|--------------------------|----------------------------|-------------------|---------------------|
| A | 23 | 1% | 1 | < 1% | 146 | 2% | 1 | 1% | 0 | < 1% | 0 | < 1% |
| B | 73 | 4% | 26 | 9% | 609 | 8% | 12 | 12% | 1 | 33% | 0 | < 1% |
| H | 538 | 30% | 37 | 13% | 2011 | 26% | 32 | 31% | 0 | < 1% | 5 | 56% |
| I | 12 | 1% | 2 | 1% | 33 | < 1% | 2 | 2% | 0 | < 1% | 0 | < 1% |
| W | 1146 | 64% | 223 | 77% | 4973 | 64% | 57 | 55% | 2 | 67% | 4 | 44% |
| Grand Total | 1792 | 100% | 289 | 100% | 7772 | 100% | 104 | 100% | 3 | 100% | 9 | 100% |

One percent of all traffic stops resulted in arrest, eighteen percent with a citation and over eighty one percent with a warning.

TABLE 4. SEARCH – CONSENT V. NON-CONSENT

| RACE | CONSENT SEARCH | % CONSENT SEARCH | NON-CONSENT SEARCH | % NON-CONSENT SEARCH |
|-------------|----------------|------------------|--------------------|----------------------|
| A | 0 | < 1% | 2 | < 1% |
| B | 8 | 7% | 78 | 16% |
| H | 59 | 51% | 182 | 36% |
| I | 1 | 1% | 2 | 0% |
| W | 48 | 41% | 238 | 47% |
| Grand Total | 116 | 100% | 502 | 100% |

HCSO conducted 618 searches both consent and non-consent. A non-consent search was the result of probable cause, contraband in view, vehicle inventory, or incident to arrest.

TABLE 5. CONTRABAND HIT

| RACE | TOTAL SEARCHES | TOTAL HITS | HIT RATE |
|-------------|----------------|------------|----------|
| A | 2 | 2 | 100% |
| B | 86 | 61 | 71% |
| H | 241 | 152 | 63% |
| I | 3 | 2 | 67% |
| W | 286 | 206 | 72% |
| Grand Total | 618 | 423 | 68% |

A contraband hit occurs when the search results in contraband being found. HCSO discovered drugs, weapons, alcohol, currency, stolen property, and other items.

TABLE 6. USE OF FORCE

| RACE | USE OF FORCE - BODILY INJURY |
|-------------|------------------------------|
| A | 0 |
| B | 0 |
| H | 2 |
| I | 0 |
| W | 2 |
| Grand Total | 4 |

The Hays County Sheriff's Office used force that resulted in injury 4 times for a rate of 0.04% of all stops.

COMPLAINTS

HCSO did not receive any complaints of racial profiling in 2022.

PUBLIC EDUCATION

To fulfill the public education requirement, HCSO details compliment and complaint procedures on each citation or warning issued. Additionally, HCSO provides information on its website detailing how to file any concerns with the Office of Professional Responsibility.

POLICY ADOPTION

The agency has adopted a policy, General Orders section 321.06, defining racial profiling, prohibiting the act, and establishing guidelines of discipline if deputies were found to engage in any form of racial profiling.

SUMMARY

Based on the data, at this time, the Hays County Sheriff's Office believes deputies are acting in accordance with all laws governing racial profiling and certifies that all legislative mandates have been met as required by TCCP.



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel using Sheriff Drug Forfeiture Funds to send Sheriff Cutler, Sergeant Ryan Hayden, Sergeant Mark Opiela, Corporal David Marshall, Corporal David Maddocks, Detective Eric Zediker, Detective Brian Wahlert, and Deputy Anthony Hipolito to National Police Week on May 11-16, 2023, in Washington, D.C., and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

National Police Week occurs in May of every year. At this time, the Sheriff's Office requests out-of-state travel approval for officers to attend the honoring of America's law enforcement community. The late Hays County Detective Dustin Speckels will have his name added to the Police Memorial Wall and his family, who will be attending, will be acknowledged on the grounds of the Capitol. The Sheriff requests the court to approve travel expenses, including airfare, hotel, per diem, and miscellaneous travel expenses, not to exceed \$12,000. Funding for travel is available in the Sheriff's Drug Forfeiture Fund.

Fiscal Impact:

Amount Requested: \$12,000

Line Item Number: 053-618-00.5501

Budget Office:

Source of Funds: Sheriff Drug Forfeiture Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$12,000 - Increase Travel 053-618-00.5501

(\$12,000) - Decrease Criminal Investigations 053-618-00.5362

Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Sheriff's Office to accept a donation of \$500.00 from the Wimberley VFW Post 6441 and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

The S.O. received a check of \$500.00 from the Wimberley VFW Post 6441, and they are requesting the funds be used towards supplies and materials for the 2023 Jr. Deputy Program.

Fiscal Impact:

Amount Requested: None

Line Item Number: 052-618-00.4610/5222

Budget Office:

Source of Funds: Donated Funds

Budget Amendment Required Y/N?: Yes

Comments:N/A

(\$500) - Increase Contributions 052-618-00.4610

\$500 - Increase Crime Prevention 052-618-00.5222

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$500 Contributions

Comments:



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor:

Commissioner Shell

Agenda Item

Approve the appointment of Commissioner Michelle Gutierrez Cohen and reconfirm the appointment of Commissioner Debbie Gonzales Ingalsbe to the City of Kyle Tax Reinvestment Zone No. 2 board. **SHELL**

Summary

According to the ILA, the Hays County Commissioners Court has the unequivocal right to appoint two voting members to this board. Commissioner Cohen will serve to fill a vacancy left by Mark Jones and Commissioner Ingalsbe will continue to serve on this board.



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item:

Authorize the Transportation Department to purchase eight (8) TAPCO Post Mounted Speed Feedback Signs Street Smart Rentals, LLC. in the amount of \$36,684.00 and amend the budget accordingly. **SMITH/BORCHERDING**

Summary:

The Transportation Departments would like to request a wavier to the Purchasing Policy which requires three written quotes for services exceeding \$1,500.00 to purchase eight (8) TAPCO Post Mounted Speed Feedback Signs in the total amount of \$36,684.00. These radar signs will be placed on State Hwy. 1826 and must be these specific radar signs to be compatible with the current TXDOT requirements and software.

Fiscal Impact:

Amount Requested: \$36,684

Line Item Number: 020-710-00.5719_400

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$36,684 - Increase Misc. Equipment_Ops 020-710-00.5719_400

(\$36,684) - Decrease Road Materials 020-710-00.5351

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a wavier to the Purchasing Policy of 3 quotes

G/L Account Validated Y/N?: Yes, Misc. Equipment

New Revenue Y/N?: N/A

Comments:

Attachments

Street Smart Rentals Quote

Street Smart Rentals, LLC
 6811 137th Ave NE
 Columbus, MN 55025

PREPARED FOR

Winton Porterfield
 Hays County Transportation Department
 (512) 393-7385
 winton.porterfield@co.hays.tx.us

Quote # Q-14716-1
Date 2/27/2023
Expires On 3/29/2023
Rep Name Amine Maher
Rep Phone (512) 308-3868
Rep Email amaher@streetsmartrental.com

Billing Address

Hays County Transportation Department
 2171 Yarrington Rd.
 Kyle, TX 78640

Shipping/Pick Up Address

Hays County Transportation Department
 2171 Yarrington Rd.
 Kyle, TX 78640

Pricing provided on this quote is valid for up to 30 days after the printed date. Thank you for your business!

| PRODUCT CODE | DESCRIPTION | QTY | UNIT PRICE | TOTAL |
|--------------|---|------|------------|-------------|
| 137960 | TAPCO Post Mounted Speed Feedback Sign | 8 | \$4,198.00 | \$33,584.00 |
| 1485-00075 | TAPCO Radar Feedback Sign Universal Mounting Brackets | 8.00 | \$0.00 | \$0.00 |

| | |
|---------------|-------------|
| Subtotal* | \$33,584.00 |
| Est. Freight* | \$3,100.00 |
| Total* | \$36,684.00 |

***Totals do not include Tax.** Taxes are applied on invoices if your account is not exempt.

Notes

Sales price for (8) TAPCO Post Mounted Speed Feedback Sign.
EV 11" Radar Feedback Sign,20 Watt Solar Panel, White HIP Face.
Requires 1485-00075 - Universal Mounting 2-Part Full Set, Mounting Bracket , Locking Plate & Key, Pole-Mount Plate. Hardware included.
Freight: Delivery to Hays County, TX area.

Terms and Conditions

To accept this quote and terms outlined above, sign and date, and return.

Hays County
Transportation
Department
Signature

visible=1x

Print Name

Date

PO Number



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize the Jail to use existing funds for repairs to the thermaduct system valued at \$25,595.58 and amend the budget accordingly. **COHEN/CUTLER**

Summary:

This system was initially installed during the building process of the new Jail. It's currently falling apart and sagging; repairs are needed to the section of the Thermoduct on the roof. The repairs will include building additional supports and resealing for all twelve locations that have started to separate due to the weight of the outside air intakes. SI Mechanical is the selected vendor and currently holds RFP 2022-P08 HVAC - Maintenance & Repair Service Contract with the County. The total cost for SI Mechanical to complete repairs is \$25,596, and funding is available in the Jails Building Maintenance & Repair general ledger.

Fiscal Impact:

Amount Requested: \$25,595.58

Line Item Number: 001-618-03.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$25,596 - Increase Misc. Capital Improvements 001-618-03.5741

(\$25,596) - Decrease Building Maint and Repairs 001-618-00.5451

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Proposal 2022-P08 HVAC - Maintenance & Repair Services, Jail

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

SI Mechanical Quote



Estimate

March 1, 2023

TACLA00045892C

M-40867

BuyBoard# 638-21

To: Hays Co - Jail - New Side of Jail

Attn: Charles Dauwalder

Re: Repair & Add Supports To The Thermaduct Duct Work On The Roof.

We propose to install the follow **HVAC** work as outlined below per RFP 2022-P08 HVAC - Maintenance & Repair Services Contract.

| Labor | Hours | Rate | Materials & Tools | Rentals / Subcontractors | Incured Cost |
|-------------------|-------|-------------------|-------------------|--------------------------|------------------------|
| Tech(s)..... | 42 | \$105.00 | Materials..... | Sub/Rental(s)..... | Hours.... \$ - |
| Hepler(s)..... | 34 | \$75.00 | Markup @ 25%.. | Markup @ 15%... | Rate..... \$ - |
| Total..... | | \$6,960.00 | Total..... | Total..... | Total..... \$ - |

HVAC Work: \$25,595.58

Tax 8.25% \$0.00

Total Price \$25,595.58

Scope of Work:

1. Furnish and install: Section of Thermaduct Indicated on Page 2 of this proposal
2. Furnish and install: Supports in 12 Areas on Page 2 of this proposal
3. Disassemble and remove Damaged Section of ductwork as indicated on Page 2 of this proposal
4. Install new Section of Thermaduct Indicated on Page 2 of this proposal
5. Install new Unistrut Support and Support Footing and Reseal areas where OA intake is attached to duct work in the 12 areas indicated on Page 2 of this proposal
6. Check operation.
7. Clean up work area.

Note: This is an estimate only, additional parts and labor may be required. Project will be invoiced as Time & Materials.

Bid Clarifications:

1. Sales tax included.
2. All work performed during normal hours.
3. No electrical of any kind.
4. No dumpsters or haul off.
5. No fire alarm or smoke detectors.
6. No coring, scanning, cutting, patching or concrete work.
7. No removal of walls or ceiling to access "the work".
8. No structural steel framing or roofing.
9. No other repairs are in this proposal other then listed above.

This proposal is based on acceptance of a mutually agreed upon subcontract agreement and may be withdrawn if not accepted with in 30 days.

Sincerely,

Josh Abbott

Service Department Manager

Office# 512-593-6001 ext. 103

Cell# 512-423-2970

Email# Josha@simechanical.com

Signed:

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



This proposal is conditional upon the following terms and conditions:

1. Customer agrees to pay S I Mechanical, LLC all sums due with respect to this proposal in accordance with the terms specified. Payments are due upon receipt of invoice. In the event payment is not received by S I Mechanical, LLC by the tenth day of the month following billing, such payment shall be considered past due. If default is made in payment of any sums due hereunder and it becomes necessary that this Agreement be placed in the hands of an attorney for collection, customer agrees to pay to S I Mechanical, LLC all costs of collection, including reasonable attorney's fee. S I Mechanical, LLC shall have the right to cancel this Agreement at any time, upon (5) day's written notice, if payments are called for herein are not made.

2. Cancellation Clause: This agreement can only be cancelled by customer upon a 30-day written notice. If in the event the customer cancels this agreement S I Mechanical, LLC will be due the balance of the annual contract for the current contract year or the cost plus profit incurred year to date, whichever is lesser of the two.

3. Customer waives any and every claim which arises in its favor and against S I Mechanical, LLC during the term of this Agreement for any all loss of, or damage to, any of its property, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, general liability policies, and workmen's compensation policies, to the extent that such loss or damage is recoverable under said insurance policies and such loss is not the result of the gross negligence or willful misconduct of S I Mechanical, LLC or failure of S I Mechanical, LLC to comply with the terms of this agreement.

4. It is agreed that S I Mechanical, LLC shall have no liability to customer or to customer's agents, servants, or employees or to any third parties for injuries to persons, or damage to property directly or indirectly resulting from the failure of any equipment or due to any other cause whatsoever, other than the gross negligence or willful misconduct of S I Mechanical, LLC, and customer agrees to indemnify S I Mechanical, LLC and hold it harmless from any loss, claim, damage, or expense, including attorney's fees, arising out of any such damage or injury. S I Mechanical, LLC shall not be liable for any lost rents, income, or profits nor any indirect, remote, special, or consequential damages from whatever cause and howsoever the same may arise, nor for any delay, loss damage, or injury caused by acts of God, labor disturbances, non-delivery, or unavailability of manpower or material, or any other event beyond S I Mechanical, LLC's control. S I Mechanical, LLC agrees to indemnify customer and hold it harmless from any loss, claim, damage or injury caused by the gross negligence or willful misconduct of S I Mechanical, LLC.

The entire liability of S I Mechanical, LLC and client's exclusive remedy for damages from any cause in connection with the work, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of action, shall be limited to the annual Agreement fee of the current year.

5. This contract constitutes the entire agreement and is not assignable by either party. This Agreement may be modified or amended only by written agreement of both parties. S I Mechanical, LLC is inclusive of its affiliated companies.

6. S I Mechanical, LLC and its affiliated companies shall not be responsible to customer or anyone else for the system design or its performance in maintaining design conditions.

7. The Heating, Ventilation, and Air-Conditioning equipment and systems installed, repaired or serviced as a part of this agreement may, under certain conditions, become conducive to or incidentally support microbiological growth. S I Mechanical, LLC makes no claim nor warrants its work to protect against, eliminate or inhibit any type of microbiological growth, including but not limited to, molds, fungi and other related matter, in or around duct systems, HVAC and related equipment or areas adjacent to or in proximity of such systems and equipment.

8. Customer agrees to indemnify, defend, and hold harmless, S I Mechanical, LLC, its officers, directors, agents, assigns, successors and employees from any against any and all claims of damages or injury, of any kind or nature whatsoever, including claims of property damage or personal injury, due to any such microbiological growth in or emanating from any of the customer's HVAC equipment or HVAC systems.

9. Some projects require the use of heavy commercial hoisting or rigging equipment. While all precautions will be exercised to protect the customer's property, S I Mechanical, LLC will not accept any responsibility for damage to parking lots, driveways, or landscaping that may occur as a result of normal hoisting and rigging operations, excluding negligence or accidents.

10. Unless indicated otherwise, all pricing is based upon work being performed during regular working hours of 8:00am to 4:30 pm, Monday through Friday, except holidays. If work is required at times other than normal working hours, the customer agrees to pay the difference between the regular and overtime charge.

11. If S I Mechanical, LLC encounters asbestos or polychlorinated biphenyl (PCB) on the site, S I Mechanical, LLC will stop work and report the evidence of such to the customer. S I Mechanical, LLC will not resume work in the affected area until the asbestos or PCB has been removed or determined harmless by a qualified laboratory.

12. S I Mechanical, LLC shall comply with its affirmative action, environmental and safety policies as mandated by the government.

13. S I Mechanical, LLC will make every effort to locate and avoid building utilities. It shall be the responsibility of the Customer to provide reference drawings and locate all hidden utilities in and around the work site. S I Mechanical relies on this information to execute the work. Damages to unmarked and unforeseen building utilities is the responsibility of the Customer.

14. S I Mechanical, LLC does not accept consequential damages or liquidated damages unless agreed to in writing.



AGENDA ITEM REQUEST FORM: **G. 30.**

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve the Appointment of Judge Chris Johnson, County Court at Law # 2, as the County Court at Law Representative for the Hays County Bail Bond Board Committee. **BECERRA/CARDENAS**

Summary

Pursuant to Bail Board Composition Section 1704.053 of Occupations Code.



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Andrew Cable

Sponsor:

Commissioner Shell

Agenda Item

Authorize the County Judge to execute an Alarm System Monitoring Agreement and a Proposal with Security One, Inc. related to the addition of security camera's and equipment to the Precinct 3 Building. **SHELL/CABLE**

Summary

On November 15, 2022, Commissioners Court approved the Precinct 3 Building to obtain a new network video recorder (NVR) with two additional cameras and panic buttons to be installed for increased security measures. The attached quote and Monitoring Agreement require review from legal and signature from the Judge. Legal is currently working with Security One, Inc. to update and implement any changes that are required to the terms and conditions.

Attachments

Panic Button Monitoring Agreement
Camera System

SECURITY ONE INC.
716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900

DATE: October 21, 2022



PROPOSAL

BUSINESS NAME Hays County Pct. 3 **BUS.PHONE** 512-847-5532
NAME Chris Deichmann **Circle: Manager / Owner / Renter** **PHONE** 512-554-9261
ADDRESS 200 Still Water
CITY Wimberley **TEXAS** 78676

| | | | | | |
|---|---|--|--|---|---|
| <input type="checkbox"/> JOB TYPE | <input checked="" type="checkbox"/> NEW INSTALL | <input type="checkbox"/> TAKE OVER | <input type="checkbox"/> CHANGE OUT | <input type="checkbox"/> LITO | <input type="checkbox"/> ADDS ONLY |
| <input checked="" type="checkbox"/> COMMERCIAL | <input type="checkbox"/> TRIM OUT | <input checked="" type="checkbox"/> ATTIC ACCESS | <input checked="" type="checkbox"/> DROP CEILING | <input type="checkbox"/> 1 STORY | <input checked="" type="checkbox"/> SITE SURVEY |
| <input type="checkbox"/> RESIDENTIAL | <input type="checkbox"/> PRE-WIRED | <input type="checkbox"/> NO ATTIC | <input checked="" type="checkbox"/> SHEET ROCK | <input checked="" type="checkbox"/> 2 STORY | <input type="checkbox"/> PHONE SURVEY |
| <input checked="" type="checkbox"/> INTERACTIVITY | | <input type="checkbox"/> LIFT REQ? | CEILING HEIGHT 10' | <input type="checkbox"/> PETS | <input type="checkbox"/> FLOOR PLANS AVAIL |

BASIC SECURITY SYSTEM \$395

Control Panel, 1 Keypad, 3 Contacts, 1 Motion Detector, 1 Interior Siren, Transformer, Back up Battery, Yard Sign(s), Window Decals, ☒ Wireless Communicator, ☐ Automation, ☒ Smash & Crash Protection

TAKE OVER PANEL TYPE: _____ **SYSTEM IS WORKING PROPERLY?** ☐ YES ☐ NO

If No Explain: Installation of a DSC NEO

| PKG | ADD | EX. | TOTAL | WLS | EQUIPMENT | UNIT | LOCATION(S) | TOTAL |
|-----|-----|-----|-------|-----|------------------------------------|------|--------------------|---------|
| 1 | | | 1 | | Panel DSC NEO | 495 | Upstairs IT Closet | 100 395 |
| | | | 0 | | Keypad(s) (With Panic) | | | |
| 1 | | | 1 | | RF Keypad(s) (With Panic) | --- | Next to Panel | --- |
| | | | 0 | | Key Fob(s) | | | |
| | | | 0 | | Siren(s) | | | |
| | | | 0 | | Exterior Door Contact(s) | | | |
| | | | 0 | | Window Contact(s) | | | |
| | | | 0 | | Motion Detector(s) | | | |
| | | | 0 | | Glass Break Detector(s) | | | |
| | | | 0 | | Take-over Module/Translator | | | |
| | 1 | | 1 | | Wireless Communicator | 350 | TL-880 | --- |
| | | | 0 | | Z-Wave Device(s) | | | |
| | | | 0 | | Streaming Camera(s) | | | |
| | 10 | | 10 | | Other: Hub Type Latching Buttons | 120 | | 60 600 |
| | 10 | | 10 | | Other: Transmitters with Terminals | 120 | | 60 600 |
| | | | 0 | | Other: | | | |

NOTES: Installation of a new burglary system with above listed equipment and add a GSM Communicator to set up with the Alarm.com Phone App. and test with central station for proper operation.
Above line items regularly retail at \$3245.00 reduced to \$1595.00
Panic Button locations 2 in Tax Office, 1 Commissioner Pct. 3, 1 Agrilife, 1 Constable Pct. 3, 3 Justice of the peace, 1 in Courtroom, 1 County Clerk
Upon accepting this quote a 50% deposit will be due and balance when the job is complete

Estimated Time for Completion of Job (Man Hours/Techs)

16 / 2

Quote Valid for 60 Days

| | |
|---------------------------|-------------------|
| Installation Price | \$ 3245.00 |
| Customer Loyalty Discount | 1650.00 |
| Tax | \$ 0 |
| Sub Total | \$ 1595 |

| | |
|--------------------|-----------------|
| Monthly Fee | \$ 51.95 |
| Tax | \$ 0 |
| Sub Total | \$ 51.95 |

Term of Agreements 36

☒ Tax Exempt

| | |
|--------------------|-------------------|
| Grand Total | \$ 1646.95 |
|--------------------|-------------------|

Customer Acceptance

NOTE: This is not a formal contract. A company representative will contact you in regards to install times/dates pending signed monitoring agreements.

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

(A) Security License No B03192 issued by the Texas Department of Public Safety Private Security Bureau. 5806 Guadalupe St., Austin, TX. 78752. Phone (512) 424-7710

(B) Fire Alarm License No. ACR1165 issued by the State Fire Marshall's Office, Mail Code 110-1C, P.O. Box 149104, Austin, TX, 78714-9221. Phone (512) 676-6800.

This company is licensed and regulated by The Private Security Bureau. Any complaints may be addressed to that agency at P.O. Box 4087 Austin, Texas 78773.

Security One, Proposal

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SECURITY ONE INC.

716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900

**ALARM SYSTEM MONITORING AGREEMENT**

This agreement is made between, Hays County Pct. 3 200 Still Water
hereafter called The Customer, and **SECURITY ONE INC.**, hereafter called The Company, on October 21, 2022

1. SERVICES PROVIDED

MONITORING SERVICE With:

- ☐ With Extended Warranty Plan (Refer to Section 5 for terms and limitations)
☐ With Comprehensive Extended Warranty Plan (Refer to Section 6 for terms and limitations)
☐ Other _____

SEE SECTIONS 4, 5 AND 6 FOR DEFINITION AND LIMITATIONS OF WARRANTY PLANS.

2. MONTHLY FEE, GOVERNMENT ASSESSMENTS

(A) The Customer agrees to pay a monthly fee of \$ 51.95, _____ (Customer Initials) which shall begin on the day that The System is activated. All subsequent monthly fees shall be payable on the first day of the month. Payment received after the 15th day of the month shall be assessed a late fee of \$2.00 a month. The monthly fee is for the services provided only.

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

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

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

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

(C) **EARLY TERMINATION:** I agree that the charges due under this agreement are based on my agreement to receive and pay for the services for the initial term listed in Section 3(A) above and that Security One has relied upon my agreement and has incurred costs in deciding to enter into this contract. If I cancel service or otherwise terminate this contract during its initial term I will pay Security One 75% of the total remaining monthly charges as an alternative to me having to pay the full remaining charges. This amount is a contract termination charge and is not a penalty. The amount is payable immediately in full. _____ (Customer Initials)

4. LIMITED WARRANTY ON SYSTEM

In the event that any part of the system becomes defective Company agrees to make any necessary repairs without cost to Customer for a period of one year from date of system activation. The Company will repair or replace any defective part of The System during normal working hours. Service calls at times other than normal business hours will be charged the company's normal service call fee. This warranty does not include Acts of Nature, alterations to the protected premises, misuse or abuse of the system, theft, electrical surge, damage to the System by animals or battery replacement after one year. A nominal Trip Charge will be assessed on all site visits after system has been installed for one year. A Travel Surcharge shall apply from date of System installation to all site visits outside of the Normal Service Area (defined as more to 50 miles from the Alamo according to Google Maps).

5. EXTENDED LIMITED WARRANTY

If the customer has selected the Extended Limited Warranty protection plan and in the event that any part of the system becomes defective Company agrees to make any necessary repairs without cost to Customer for as long as the system is being monitored by the Company and the customer's account is in good standing. The Company will repair or replace any defective part of The System during normal working hours. Service calls at times other than normal business hours will be charged the company's normal service call fee. This warranty does not include Acts of Nature, alterations to the protected premises, misuse or abuse of the system, theft, electrical surge, damage to the system by animals, battery replacement after one year or devices which are beyond End of Life as specified by the manufacturer. A nominal Trip Charge will be assessed on all site visits after system has been installed for one year. A Travel Surcharge shall apply from date of System installation to all site visits outside of the Normal Service Area (defined as more to 50 miles from the Alamo according to Google Maps).

6. COMPREHENSIVE EXTENDED LIMITED WARRANTY

If the customer has selected the Comprehensive Extended Limited Warranty protection plan and in the event that any part of the system becomes defective Company agrees to make any necessary repairs without cost to Customer for as long as the system is being monitored by the Company and the customer's account is in good standing. The Company will repair or replace any defective part of The System during normal working hours. Service calls at times other than normal business hours will be charged the company's normal service call fee. This warranty does not include alterations to the protected premises, misuse or abuse of the System or theft. Under the Comprehensive Extended Warranty, Acts of Nature, battery replacement and damage to the system by animals, devices which are beyond End of Life as specified by the manufacturer ARE COVERED and no Trip Charge will be assessed on any site visit. A Travel Surcharge shall apply from date of System installation to all site visits outside of the Normal Service Area (defined as more to 50 miles from the Alamo according to Google Maps).

7. COMPANY'S RIGHT TO DEPROGRAM THE SYSTEM

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

8. OWNERSHIP OF THE SYSTEM

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

9. MECHANIC'S LIEN

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

10. NOTICE TO CUSTOMERS

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

Customer Signature/SSN

Security One, Inc.

1/13/2018

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11. TESTING OF SYSTEM

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

12. INTERRUPTION OF SERVICE

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

13. SIGNAL TRANSMISSION

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

14. SUBROGATION

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

15. INDEMNIFICATION

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

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

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

- 1) The uncertain amount of value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which The System is designed to detect or avert.
- 2) The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
- 3) The inability to ascertain what portion, if any, or any loss would be proximately caused by Company's failure to perform or its equipment to operate.

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

17. LIABILITY OF THE COMPANY

Company **does not** represent or warrant that the alarm system may not be compromised or circumvented; or that The System will prevent any loss or burglary, hold-up, fire, or otherwise; or that The System will in all cases provide the protection for which it is installed or intended. **Customer acknowledges and agrees: that Customer assumes all risk or loss or damage to Customer's premises or to the contents thereof, and that Customer has read and understands all of this agreement, particularly paragraph 16 which sets forth Company's maximum liability in the event of any loss or damage to buyer or anyone else.**

18. INVALID PROVISIONS

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

19. ASSIGNMENT OF RIGHTS

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

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

20. GENERAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

(A) Security License No B03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 15999, Austin, TX. 78761. Phone (512) 424-7710, and

(B) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 305-7900.

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SECURITY ONE INC.
716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900



CUSTOMER OVERVIEW

I, Hays County Pct. 3 On October 21, 2022 UNDERSTAND THAT:

_____ It is understood that the ownership of The System remains with The Customer.

_____ I AM REQUIRED TO PAY THE MONTHLY FEE FOR THE DURATION OF THE AGREEMENT BETWEEN

_____ SECURITY ONE, INC. AND MYSELF.

_____ Security One, Inc. is not insuring my property or the property of any other person.

_____ The system does not guarantee prevention of property loss or injury to anyone.

_____ The system that I have chosen may not have detection devices at all possible points of entry. This is the amount of detection that I have chosen.

_____ The system will not report to the monitoring station if the phone service is interrupted in any way.

_____ Security One recommends the use of wireless communicators to transmit alarm signals. However, if you select land line monitoring Security One recommends traditional POTS phone lines. Due to reliability Security One does not recommend the use of digital phone lines to transmit alarm signals. I understand that if I change my phone service, I need to notify Security One, Inc.

_____ It is my responsibility to obtain an alarm permit if one is required.

_____ I HAVE RECEIVED A COPY OF THIS OVERVIEW AND THE NOTICE OF CANCELLATION.

Customer Signature/SSN

Security One, Inc.

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SECURITY ONE INC.
716 W. Byrd Blvd
Universal City, Texas 78148
(210) 341-8900



INFORMATION SHEET

SITE INFORMATION

Name Hays County Pct. 3
Address 200 Still Water
City Wimberley
State TX Zip code 78676
Phone 512-847-5532

BILLING/MAILING INFO (if different from site)

Name _____
Address _____
City _____
State _____ Zip code _____
Phone _____

Cross Street _____
Email address chris.deichmann@co.hays.tx.us
Police _____

Password _____
Email billing? ☐ Yes ☐ No
Fire _____

CONTACT PARTIES

| NAME | PHONE | TYPE (H/W/C) |
|------|-------|--------------|
| | | |
| | | |
| | | |
| | | |

USE BELOW LISTED INFORMATION FOR

☐ Monitoring Only ☐ Installation Only ☐ Both

Name of Financial Institution _____
Name on Account _____
Banking Account # _____
Bank Routing # _____

FOR ADDITIONAL ACCOUNT INFO

Installation Only

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

How did you hear about us?

☐ Yellow Pages ☐ Current Customer ☐ Police Officer ☐ Our Website ☐ Other

Referred by: _____ Credit _____

SECURITY ONE INC.

716 W. Byrd Blvd.
 Universal City, Texas 78148
 (210) 341-8900

**PROPOSAL**

NAME Hays County PCT3 PHONE 512-847-5532
 ADDRESS 200 Still Water
 CITY Wimberley TEXAS 78676
 ACCT #: Camera System CSID: _____ ☒ Tax Exempt?
 DATE: March 2, 2023 ☒ CHARGEABLE ☐ NON-CHARGEABLE
 This proposal is valid for 60 days from above date.

DESCRIPTION OF WORK

Installation of a new 16 channel NVR to replace current Speco NVR, we will re-hook 7 existing Cameras with 2 new Cameras as follows 1 Camera by windows in Tax Office facing Counter walkway, 1 Camera at rear of bldg. facing towards the entry doors. The NVR will be connected onto customers Internet to set up to view on any Mobile Devices or Computers as needed. We will provide any training needed for proper use of the system.

Upon accepting this quote a 50% deposit will be due and balance when the job is complete

*** If existing Cameras are not compatible with the new recorder additional charges will apply ***

| QTY | MATERIAL | UNIT PRICE | EXTENDED |
|---|--------------------------------------|------------------------|------------|
| 1 | 16 Channel NVR with 10 TB Hard Drive | \$5,243.62 | \$5,243.62 |
| 2 | 4 MP - IP Camera | | \$0.00 |
| 2 | Camera Back Box | | \$0.00 |
| 1 | Wire and Hardware | | \$0.00 |
| 2 | 2 Techs / 1 Day | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| | | | \$0.00 |
| I am aware that there are details on the reverse side. I also acknowledge that unless I select a back up form of communication (such as a GSM) a phone line is required for this system at all times. I accept this proposal as written above. List exceptions, if any: | | TOTAL MATERIALS | \$5,243.62 |
| | | TAX | |
| | | TOTAL | \$5,243.62 |

Customer Acceptance _____

Security One, Inc _____

This company is licensed and regulated by The TEXAS DEPARTMENT OF PUBLIC SAFETY PRIVATE SECURITY BUREAU.
 Any complaints may be addressed to that agency at P.O. Box 15999, Austin Texas 78761-5999.

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

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

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

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

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

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

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

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

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

10. GENERAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

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

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

(a) Security License No B-03192 issued by the Texas Department of Public Safety Private Security Bureau. P.O. Box 15999, Austin, TX. 78761. Phone (512) 424-7710, and

(b) Fire Alarm License No. ARC1165 issued by the State Fire Marshall's Office, Mail Code 112-FM, P.O. Box 149221, Austin, TX 78714-9221. Phone (512) 305-7900.



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 4 in the amount of \$385,000.00 to the Professional Services Agreement between with 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 Darden Hill at Sawyer Ranch Roundabout; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **SMITH/BORCHARDING**

Summary:

This contract amendment increases the contract compensation cap by \$385,000.00 from \$2,110,000 to \$2,495,000 to allow BGE to execute Work Authorization #3 for the Darden Hill at Sawyer Ranch Roundabout Road Bond Project [20-867-035].

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 February 15, 2022, BGE was selected to perform CE&I services for the Darden Hill at Sawyer Ranch Roundabout construction. The fee for the WA#3 services has been negotiated for \$385,563.66. This effort will be funded by Road Bonds.

Fiscal Impact:

Amount Requested: \$385,000.00

Line Item Number: 035-804-96-867.5621_700

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond Fund (issued in 2019)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$385,000 - Increase Engineering_Capital 035-804-96-867.5621_700

(\$385,000) - Decrease General Construction_Ops 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) for professional services.

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

OnCallCEI-BGE - Amendment04

CONTRACT AMENDMENT NO. 4
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:

On-Call CE&I RFQ 2020-Q03 (“Project”)

THIS CONTRACT AMENDMENT NO. 4 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 \$ 2,110,000 ; 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 \$2,110,000 to \$2,495,000.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: 
Signature

Colby Harris, P.E.
Printed Name

Director, Construction Management
Title

February 21, 2023
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date


3/6/2023

EXHIBIT D

Fee/Rate Schedule

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



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item:

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

Summary:

The Robert S. Light Blvd project from RM 967 to IH-35 SBFR, funded by the Transportation Department including an Interlocal Agreement with City of Buda for a 50/50 split for design, construction and CE&I costs, requires construction, engineering & inspection services to support the construction phase of this project. If Volkert, Inc. should be approved for an On-Call CE&I Services contract, it is the intent to process for execution a Work Authorization for the Robert S. Light (RM967-IH35SBFR) project.

Volkert, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2022-Q02 on October 11, 2022 Item #38136 and was selected through Commissioners Court action on January 17, 2023. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

Fiscal Impact:

Amount Requested: \$200,000.00

Line Item Number: 020-710-00.5448_008

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, Request For Qualifications 2022-Q02, On-Call CE&I Professional Services

G/L Account Validated Y/N?: Yes, Contract Services Consultant

New Revenue Y/N?: N/A

Comments:

Attachments

OnCallCEI-Volkert-Contract

CIQ-Questionnaire-Volkert

CodeOfEthics-Volkert

Form1295-Volkert

HB89Verification-Volkert

RelatedPartyDisclosureForm-Volkert

SB252Certification-Volkert

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: VOLKERT, INC. ("Engineer")
ADDRESS: 7500 Rialto Blvd., Bldg. 1, Ste. 225, Austin, Texas 78735
PROJECT: Hays County CE&I On Call ("Project")

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

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

RECITALS:

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

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

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

NOW, THEREFORE, WITNESSETH:

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

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 3 **ENGINEERING SERVICES**

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

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

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

ARTICLE 4 **CONTRACT TERM**

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

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

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

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

ARTICLE 5

COMPENSATION AND EXPENSES

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

The maximum amount payable under this Contract, without modification, is **Two-hundred thousand Dollars (\$200,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

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

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

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

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

ARTICLE 6

METHOD OF PAYMENT

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

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

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

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

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

ARTICLE 7

PROMPT PAYMENT POLICY

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

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

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

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

ARTICLE 8

COMMENCEMENT OF ENGINEERING SERVICES

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

ARTICLE 9
PROJECT TEAM

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

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

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

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

Brian Huntsinger, PE
Vice President
7500 Rialto Blvd., Bldg. 1, Ste. 225
Austin, Texas 78735

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

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

ARTICLE 10

PROGRESS EVALUATION

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

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

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

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

ARTICLE 11

SUSPENSION

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

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

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

ARTICLE 12

ADDITIONAL ENGINEERING SERVICES

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

ARTICLE 13

CHANGES IN COMPLETED ENGINEERING SERVICES

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

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

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

ARTICLE 14

CONTRACT AMENDMENTS

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

ARTICLE 15

USE OF DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17

SUBCONTRACTING

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

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

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

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

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

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

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

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

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

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

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

ARTICLE 19 **VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

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

ARTICLE 20 **TERMINATION**

This Contract may be terminated as set forth below.

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

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

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

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

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

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

ARTICLE 21

COMPLIANCE WITH LAWS

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

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

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

ARTICLE 22

INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

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

ARTICLE 24
ENGINEER'S SEAL

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

ARTICLE 25
INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 26

COPYRIGHTS

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

ARTICLE 27

SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

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

ARTICLE 31
NOTICES

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

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

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

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

Engineer: VOLKERT, INC.
Brian Huntsinger, PE
Vice President
7500 Rialto Blvd., Bldg. 1, Ste. 225
Austin, Texas 78735

ARTICLE 32

GENERAL PROVISIONS

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

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

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

D. Standard of Performance. The standard of care for all professional engineering,

consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

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

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

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

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

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive,

modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

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

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

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

ARTICLE 33 **DISPUTE RESOLUTION**

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

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

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

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

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

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

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

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

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

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

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

SIGNATORY WARRANTY

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

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

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____, 20____

ENGINEER

VOLKERT, INC.

By Travis Falls

Printed Name: Travis Falls

Title: Vice President

Date: February 24, 20 23

Carlos A. Lopez, P.E.
3/8/2023

LIST OF EXHIBITS ATTACHED

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

EXHIBIT A

Debarment and Licensing Certification

STATE OF TEXAS §
§
COUNTY OF HAYS §

Provided in original RFQ proposal submitted on 04/14/2022.

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- Have not within a three-year period preceding this application/proposal had one or more public (federal, state or local) transactions terminated for cause or default;
- Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Contractor understands and agrees that, if it is unable to certify any of the above terms, or provide an acceptable explanation related to its inability to make such certification, that the County shall have cause to terminate this Agreement for cause. Contractor agrees to require compliance with the terms of this Section, and certification thereof, in any subcontract for performance of work under this Agreement.

Vokart, Inc
Name of Firm

[Signature]
Signature of Certifying Official

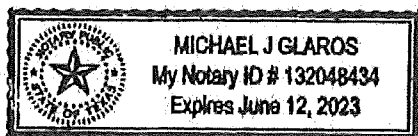
Brian Huntsinger
Printed Name of Certifying Official

Vic Prankster
Title of Certifying Official

4-12-22
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 BRIAN C HUNTSINGER on this the day of April, 2023 on behalf of said Firm.



Michael J Glaros
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: June 12, 2023

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop **Hays County CE&I On Call RFQ 2022-Q02**

The *Engineer* may perform the following including but not limited to the tasks below, as described in detail in each Work Authorization:

- | | |
|----------------|--|
| TASK 01 | PROJECT MANAGEMENT AND ADMINISTRATION |
| TASK 02 | ROADWAY DESIGN AND CONSTRUCTABILITY |
| TASK 03 | PUBLIC INVOLVEMENT AND ENVIRONMENTAL |
| TASK 04 | PROJECT SUPERVISION |
| TASK 05 | SURVEYING |
| TASK 06 | RIGHT-OF-WAY (ROW) MAPPING |
| TASK 07 | INSPECTION OF WORK IN PROGRESS AND PROJECT RECORDS |
| TASK 08 | UTILITY CONSTRUCTION MANAGEMENT AND VERIFICATION |
| TASK 09 | JOB CONTROL AND QUALITY CONTROL OF MATERIALS |
| TASK 10 | DESIGN VERIFICATIONS/CHANGES/ALTERATIONS |
| TASK 11 | FINAL CONSTRUCTION DOCUMENTS |
| TASK 12 | CONSTRUCTION ENGINEERING NOT OTHERWISE CLASSIFIED |

EXHIBIT C

WORK AUTHORIZATION NO. _____

PROJECT: _____

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

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

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

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

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

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

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

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

EXECUTED this ____ day of _____, 20____.

ENGINEER:

[Insert Company Name HERE]

By: _____
Signature

Printed Name

Title

Date

COUNTY:

Hays County, Texas

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

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

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

ACORD

Client#: 238001

VOLKINC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2023

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

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

| | | | |
|---|--|---|--|
| PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022 | | CONTACT NAME: Sharon Brubaker PHONE (A/C, No, Ext): 770.756.6599 FAX (A/C, No): 770.756.6599 E-MAIL ADDRESS: sharon.brubaker@greyling.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: National Union Fire Ins. Co. | |
| | | INSURER B: Everest National Ins Co | |
| | | INSURER C: New Hampshire Ins. Co. | |
| | | INSURER D: Allied World Surplus Lines Ins | |
| | | INSURER E: | |
| | | INSURER F: | |

INSURED
 Volkert, Inc.
 3809 Moffett Road; P.O. Box 7434
 Mobile, AL 36607

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 9894987 | 11/01/2022 | 04/01/2023 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | 2970073 | 11/01/2022 | 04/01/2023 | COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$3,000,000 BODILY INJURY (Per accident) \$3,000,000 PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000 | | | XC3CU00031221 | 11/01/2022 | 04/01/2023 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 80878262 | 11/01/2022 | 04/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| D | Professional Liab incl Poll. Liab. | | | 03129811 | 07/28/2022 | 07/28/2023 | Per Claim \$2,000,000 Aggregate \$2,000,000 |

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

Hays County Auditor, its directors, officers and employees are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

CERTIFICATE HOLDER

CANCELLATION

Hays County Auditor
 Attn: Vickie G. dorsett
 712 S. Stagecoach Trail; Suite 1071
 San Marcos, TX 78666

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D.H. Gilling

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Blanket Notification to Others of Cancellation or Non-Renewal

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem. | Return Prem. |
|------------|-------------------|-------------------|-------------------|--------------|--------------|--------------|
| 9894987 | 11/01/2022 | 04/01/2023 | 11/01/2022 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Conflict of Interest Questionnaire

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|--|--|--|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | | OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; width: 100%;"></div> |
| 1 | Name of vendor who has a business relationship with local governmental entity. <div style="border-bottom: 1px solid black; width: 80%;">Volkert, Inc.</div> | |
| 2 | <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) | |
| 3 | Name of local government officer about whom the information is being disclosed. <div style="border-bottom: 1px solid black; width: 80%; text-align: center;">N/A</div> <div style="text-align: center; font-size: small;">Name of Officer</div> | |
| 4 | Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> </div> | |
| 5 | Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. <div style="text-align: center; margin-top: 20px;">N/A</div> | |
| 6 | <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). | |
| 7 | <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;"> <div style="border-bottom: 1px solid black; width: 100%; text-align: center; margin-bottom: 5px;"> </div> <div style="font-size: small;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 35%; text-align: center;"> <div style="border-bottom: 1px solid black; width: 100%; margin-bottom: 5px;">4/14/2022</div> <div style="font-size: small;">Date</div> </div> </div> | |

VII. Conflict of Interest Questionnaire

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|--|--|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | OFFICE USE ONLY <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div> | |
| 1 Name of vendor who has a business relationship with local governmental entity. <div style="color: blue; font-size: 1.2em;">B2Z Engineering, LLC</div> | | |
| 2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.) | | |
| 3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center; color: blue; font-size: 1.2em;">N/A</div> <div style="text-align: center; font-size: 0.8em;">Name of Officer</div> | | |
| 4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> </div> | | |
| 5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. | | |
| 6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1). | | |
| <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;"> 7 <div style="display: flex; align-items: center;"> <div style="flex: 1; border-bottom: 1px solid black; margin-bottom: 2px;"></div> <div style="margin-left: 5px;">Aisha Gonzalez</div> </div> <div style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</div> </div> <div style="width: 30%; text-align: center;"> <div style="color: blue; font-size: 1.2em; margin-bottom: 5px;">April 12, 2022</div> <div style="font-size: 0.8em;">Date</div> </div> </div> | | |

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: Brian Huntsinger, Vice President

COMPANY NAME: Volkert, Inc.

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:



Signature

4/14/2022

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Volkert, Inc.
Austin, TX United States

Certificate Number:
2023-987514

Date Filed:
02/24/2023

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFQ 2022-Q02 - 080117
Construction Inspection

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|--|--------------|
| | | | Controlling | Intermediary |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is Travis Falls, and my date of birth is May, 6, 1971.

My address is 7500 Rialto Blvd, Suite 275, Austin, TX, 78735, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Hays County, State of Texas, on the 24 day of February, 2023.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Hays County House Bill 89 Verification

I, Brian Huntsinger (Person name), the undersigned representative of

Volkert, 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:

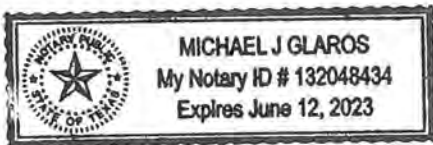
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled 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.

Brian Huntsinger
Signature of Company Representative

4-12-22
Date

On this 12th day of April, 2022 personally appeared BRIAN C HUNTSINGER, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL



Michael J Glaros
Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

April 12, 2022
Date

Related Party Disclosure Form



Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

N/A

| Employee Name | Title |
|---------------|-------|
| | |

Section B: Former Hays County Employee

N/A

| Employee Name | Title | Date of Separation from County |
|---------------|-------|--------------------------------|
| | | |

Section C: Person Related to Current or Former Hays County Employee

N/A

| Hays Employee/Former Hays Employee Name | Title |
|---|-------|
| | |

| Name of Person Related | Title | Relationship |
|------------------------|-------|--------------|
| | | |

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

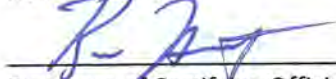
Volkert, Inc. has no relationships with the above described persons that are known to exist.

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Volkert, Inc.

Name of Vendor



Signature of Certifying Official

Brian Huntsinger

Printed Name of Certifying Official

Vice President

Title of Certifying Official

4/14/2022

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

| Relationship of Consanguinity | | | | |
|---|-----------------|--|--|---|
| | 1st Degree | 2nd Degree | 3rd Degree* | 4th Degree* |
| Person | child or parent | grandchild, sister, brother or grand- parent | great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent | great-great- grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great- great-grandparent |
| * An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent. | | | | |

| Relationship of Affinity | | |
|--------------------------|--|--|
| | 1st Degree | 2nd Degree |
| Person | spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather | brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent |

"Vendor" shall mean any individuals or entity that seeks to enter into a contract with Hays County.

"Employs" shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

XVI. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

N/A

Employee Name

Title

Section B: Former Hays County Employee

N/A

Employee Name

Title

Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

N/A

Hays Employee/Former Hays Employee Name

Title

N/A

Name of Person Related

Title

Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, you may provide a written explanation below:

N/A

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

B2Z Engineering, LLC

Name of Vendor

Aisha Gonzalez

Signature of Certifying Official

President

Title of Certifying Official

Aisha Gonzalez

Printed Name of Certifying Official

04/12/2022

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

| Relationship of Consanguinity | | | | |
|---|-----------------|--|---|---|
| | 1st Degree | 2nd Degree | 3rd Degree* | 4th Degree* |
| Person | child or parent | grandchild, sister, brother or 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.

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of

experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials (§ 200.323) - 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.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director

of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "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.

(2) "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.

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 and Title: Brian Huntsinger, Vice President

Respondent's Tax ID: 63-0247014

Telephone: 325.203.3933

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.

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.

Volkert, Inc.

Company Name

Brian Huntsinger

Print Name of Company Representative



Signature of Company Representative

4/14/2022

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.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

Solicitation number



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to amend a Professional Services Agreement between Hays County and Cobb Fendley & Associates Inc. to add an additional \$43,000.00 in Right of Way acquisition services described in Exhibit C related to the proposed improvement of Windy Hill Road from the Kyle City Limits east to FM 2001; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024(a)(4). **INGALSBE/COHEN/BORCHERDING**

Summary:

An additional \$43,000 in funds are required to wrap up the ROW acquisition due to a greater level of title curatative than anticipated, changes in parcel acquisition, addition of Temporary Construction Easements, and more appraisals than anticipated.

Fiscal Impact:

Amount Requested: \$43,000

Line Item Number: 020-710-00.5448_008

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?: Requires a Discretionary Exemption pursuant to Texas Local Government Code 262.024(a)(4) for professional services.

G/L Account Validated Y/N?: Yes, Contract Services Consultant

New Revenue Y/N?: N/A

Comments:

Attachments

PSA

Exhibit C additional services

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 Cobb Fendley & Associates, Inc. hereinafter "Contractor"), whose primary place of business is located at 320 Barnes Drive, Suite 106, San Marcos, TX 78666, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the 20th day of October, 2020 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

Right of Way acquisition services for proposed improvements to Windy Hill Road project from the city of Kyle City Limits to FM 2001.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Jerry Borcharding, County Engineer 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 Three hundred sixty five (365) days after commencement date. (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 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 Eight Hundred Twenty Five Thousand, Seven Hundred and Three Dollars (\$825,703.00 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 days' notice for cancellation due to non-payment of premium).

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

Cobb Fendley & Associates, Inc.

By: 

Dan Warth
Executive Vice President

EXHIBIT A-1

Windy Hill Project

August 3, 2020

Scope of Work for Right of Way Services

Client: Hays County

Project Owner: Hays County

ROW Consultant: CobbFendley

1) Project Management

a) Communication

- i) Prepare and deliver regular monthly invoices. Invoices will be provided to Client within Fourteen (14) days, after the last day of each month.
 - (1) CobbFendley shall pay all subcontractors for work performed within ten (10) days after payment is received from Client.
- ii) Prepare initial property owner contact list.
- iii) Attend status meetings as requested with Client and Project Team. The attendance of the status meetings will be on an as needed basis, as requested by Client or Project Owner.
- iv) Prepare and deliver a monthly written report to Client on the status of service, tasks completed, and service tasks remaining, in order to bring each parcel into possession of the Project Owner.

b) File Management

- i) All project and parcel documents will be kept in the CobbFendley San Marcos office and on the CobbFendley computer server, with permanent records in digital/electronic format transferred to the Project Owner, once project is complete.
- ii) Maintain records of all payments to property owners including amount and date paid. Electronic copies will be provided to the Client.
- iii) Maintain copies of all correspondence and contacts with property owners. Electronic copies will be provided to the Client at the end of the project or upon request.

2) Right of Entry

- a) Research property ownership
- b) Maintain copies of correspondence and contacts with property owners.
- c) Contact property owner by phone and/or letter requesting signature on the Right of Entry Agreement (ROE).
- d) Seek to obtain signed ROE from property owner for the purposes outlined by Client.
- e) Transmit copies of the signed ROEs to Client.

3) Real Estate Appraisal Services

- a) Appraiser will prepare and conduct personal pre-appraisal contact with interest owners or their designated representative for each parcel and offer opportunity to accompany the Appraiser on the inspection of the subject property.
- b) As necessary, prepare written notification to the Client and Project Owner of any environmental concerns associated with the right of way to be acquired that could require environmental remediation.
- c) Appraisal Report
 - i) Appraiser shall prepare an appraisal report for each parcel to be acquired in compliance with the Uniform Standards of Professional Appraisal Practice as promulgated by the Appraisal Foundation.

4) Negotiation Services

- a) CobbFendley shall analyze preliminary Title Commitment report to determine potential title problems and prepare a title curative plan outlining methods to cure title deficiencies.
- b) Secure Title Commitment updates in accordance with insurance rules and requirements for parcel payment submissions. Any fees associated with the title commitments, insurance and title curative are not included in the scope or fee.
- c) CobbFendley shall analyze appraisal report(s) and confirm the Project Owner approved value prior to making offer for each parcel.
- d) CobbFendley shall prepare and send the letter transmitting the Landowner's Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR) to owner of each parcel.
- e) CobbFendley shall prepare all documents required on forms approved by the Project Owner and in compliance with State and Federal laws. (i.e.; the initial offer letter, purchase agreement, instruments of conveyance)
- f) CobbFendley will send the written offers and appraisal report(s) to each property owner or the property owner's designated representative through CMRRR.
- g) Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- h) CobbFendley shall respond to property owner inquiries verbally and in writing within two (2) business days.
- i) CobbFendley shall prepare and maintain a contact log for each parcel.
- j) The curative services necessary to provide a clear title to the Project Owner are the responsibility of CobbFendley and thus are part CobbFendley's fee for Negotiation Services. Fees charged by financial institutions to process lien releases or title escrow fees will be passed through without mark-up and are not included in the CobbFendley services fee.
- k) CobbFendley performs closing services in conjunction with the Title Company and will be required to attend closings. In the event of a closing by mail, title work shall be reviewed prior to the closing by mail and again prior to recording of the instrument.

- l) CobbFendley shall cause the recordation of all original instruments immediately after closing at the County Clerk's Office, except for donations, which must be forwarded to the Client for acceptance by Commissioners Court prior to recording. These costs are reimbursed as pass-through costs.
- m) CobbFendley shall advise property owner of counteroffer process, assist them with the preparation of the counteroffer package, and shall transmit written counteroffer to Project Owner.

5) Relocation Assistance Services for Business, Residential, and Personal Property/Storage Units

- a) CobbFendley shall notify all Client and Project Owner approved displacees of eligibility for relocation assistance.
- b) CobbFendley shall provide on-going relocation assistance and advisory services to displacees affected by the acquisition of right of way and shall deliver required utilize forms and notices consistent with TxDOT standard forms and notices.
- c) On-going advisory services include monitoring the move and any necessary relocation activities taken by the displacee. Frequency and manner for monitoring the move must match the complexity of the relocation.
 - i) CobbFendley will provide an executed TxDOT form ROW-R-CE for the Certification of Eligibility Form with all displacee claims.
 - ii) CobbFendley will provide a Relocation Advisory Assistance record per parcel.
 - iii) Request for Move expenses shall be submitted on forms consistent with TxDOT forms and must include:
 - (a) a move plan, written inventory signed and dated by the displacee (or their representative) and the Relocation Agent; and
 - (b) Negotiated Self-Move shall have a minimum of two bids from commercial movers and supporting vendors.
 - (c) Fixed Moves will be submitted based on the Fixed Room Count Schedule found in the TxDOT Relocation Manual under residential moves.
- d) CobbFendley shall provide 90-day notice to the displace:
 - i) Deliver the 90-day notice and benefits package at the same time as the written offer to purchase is delivered or after personal interview with the displacee.
 - ii) CobbFendley will personally interview each displacee during which time the Relocation Agent determines the type, needs and eligibilities of the displace.
 - iii) CobbFendley shall perform a decent, safe and sanitary (DSS) inspection of replacement housing and complete appropriate forms for Client and Project Owner.
- e) CobbFendley shall provide 30-day notice to vacate once the Project Owner has possession of the property.
- f) CobbFendley shall immediately notify the Client if the displacee does not vacate the premises after 30-day notice expires.

6) Condemnation Support Services (Pre-Hearing Support)

- a) CobbFendley shall, upon receipt of a copy of the final offer by parcel owner, request an updated Title commitment for Eminent Domain from the Title Company.
- b) CobbFendley shall prepare and provide a memo requesting condemnation proceedings using information from the Title Commitment and all other available sources to join all interested parties.
- c) CobbFendley shall prepare and deliver to Project Owner packets containing all documents and contents of the parcel file.
- d) Beyond delivery of items listed above, any fees for the preparation, time and testimony provided by CobbFendley or the appraiser(s), related to any condemnation hearing proceedings, will be handled by the Project Owner.

7) To be provided by Client or Project Owner

- a) Copies of all appraisal reports produced or acquired by the Project Owner relating specifically to each parcel prepared in the last 10 years.
- b) Schematics and field notes of project.
- c) Timely reviews and approval of all submissions.
- d) All necessary standard forms and brochures.
- e) Process and issue all payments of approved purchase prices for each parcel, relocation payments, and incidental expenses involved in the transfer of property to the Project Owner.
- a) Fees charged by financial institutions to process lien releases or title escrow fees.
- b) Final approval for all appraisals, relocation supplements, and relocation move payments, including paying movers for a cost estimate for moving personal property.
- c) Environmental investigation surveys.
- d) Payment of costs charged by the Title Company for preliminary title commitments.
- e) Payment of costs of incidental expenses required to transfer real property to the Project Owner.
- f) Responsible for the disposal of property and the accommodation, coordination, verification and adjustment of utilities.

EXHIBIT B

Fee Schedule

Windy Hill Project

Provider: CobbFendley

ROW Acquisition Services

| Role/Category | Hourly Labor Rate |
|-------------------------|--------------------------|
| Sr. ROW Manager | \$250 |
| SR. ROW Agent | \$180 |
| ROW Agent | \$140 |
| ROW Tech/Admin. Support | \$100 |

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

EXHIBIT D

Certificate of Insurance

**Windy Hill from Kyle City Limits to FM 2001
CobbFendley**

9/17/2020

Assumptions:

- Right of Entry Agreement needed for 18 Parcels
- Acquisition of 45 Parcels
- Relocation of 6 Residential Units and 1 Business

| Task | Role | Labor Rate | Estimated Hours | Estimated Fee | |
|---|---|------------------|------------------------|----------------------|----------------|
| File and Project Management | Sr. ROW Manager | \$ 250 | 96 | \$ | 24,000 |
| | SR. ROW Agent | \$ 180 | 28 | \$ | 5,040 |
| | ROW Agent | \$ 140 | 28 | \$ | 3,920 |
| | ROW Tech/Admin. Support | \$ 100 | 48 | \$ | 4,800 |
| | Subtotal | | | \$ | 37,760 |
| | | | | | |
| Right of Entry and Acquisition Services | Sr. ROW Manager | \$ 250 | 120 | \$ | 30,000 |
| | SR. ROW Agent | \$ 180 | 180 | \$ | 32,400 |
| | ROW Agent | \$ 140 | 1660 | \$ | 232,400 |
| | ROW Tech/Admin. Support | \$ 100 | 120 | \$ | 12,000 |
| | Subtotal | | | \$ | 306,800 |
| | | | | | |
| Relocation Services | Sr. ROW Manager | \$ 250 | 7 | \$ | 1,750 |
| | SR. ROW Agent | \$ 180 | 36 | \$ | 6,480 |
| | ROW Agent | \$ 140 | 266 | \$ | 37,240 |
| | ROW Tech/Admin. Support | \$ 100 | 20 | \$ | 2,000 |
| | Subtotal | | | \$ | 47,470 |
| | | | | | |
| | | Unit Cost | Estimated Units | Estimated Fee | |
| Appraisal Services | Atrium Real Estate Services (Lory Johnson) | Appraisal Report | \$ 4,500 | 45 | \$ 202,500 |
| | Subtotal | | | \$ | 202,500 |
| | | | | | |
| | | Unit Cost | Estimated Units | Estimated Fee | |
| Expenses | Mileage (per mile)-- IRS rates, direct pass-through with no markup | \$ 0.575 | 3850 | \$ | 2,214 |
| | Copies (per page) -- County Clerk, direct pass-through with no markup | \$ 1 | 800 | \$ | 800 |
| | Postage/Courier -- direct pass-through with no markup | \$ 50 | 45 | \$ | 2,250 |
| | Subtotal | | | \$ | 5,264 |
| | | | | | |
| TOTAL | | | | \$ | 599,794 |

EXHIBIT "C"

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. Extensive negotiations/communications with landowners and a greater level of title curative than anticipated - \$8,500

B. Changes in parcel acquisitions (i.e. partial to whole property) - \$9,000

C. Addition of Temporary Construction Easement (TCE) parcels - \$7,500

D. More Appraisals than anticipated - \$18,000

Total additional fee requested - \$43,000



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount of \$80,000.00 to the Professional Services Agreement between Hays County and BGE, Inc. for the RM 967 project from UPRR to IH-35 in Precinct 4, as part of the 2016 Road Bond Program. This action utilizes a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/BORCHERDING**

Summary:

This Contract Amendment increases the contract compensation cap by \$80,000.00 from \$1,255,000.00 to \$1,335,000.00. This will allow for the execution of Supplemental #5 to Work Authorization #1 for additional letting activities. This effort will be funded through the 2016 Road Bond Program [645-035].

Fiscal Impact:

Amount Requested: \$80,000.00

Line Item Number: 035-802-96-645.5621_400

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond (issued in 2019)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$80,000 - Increase Engineering_Ops 035-802-96-645.5621_400

(\$80,000) - Decrease General Construction_Ops 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) for professional services.

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

RM967Maintenance-BGE-Amendment02

CONTRACT AMENDMENT NO. 2
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

**HAYS COUNTY PARTNERSHIP PROJECT:
RM 967 Maintenance (UPRR to IH35 SBFR) ("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 Brown & Gay Engineers, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 3, 2017 (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 \$1,255,000.00; 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 \$1,255,000.00 to \$1,335,000.00.

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, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: Erin N. Gonzales
Signature

Erin N. Gonzales, PE
Printed Name

Director of Transportation
Title

3/7/2023
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

Carlos A. Lopez, P.E.
3/7/2023



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the release of the subdivision performance bonds #7901063583 in the amount of \$372,201.25 for Phase 4, and #7901063582 in the amount of \$863,725.25 for Phase 5 of the Trails at Windy Hill subdivision. **INGALSBE/BORCHERDING**

Summary

At the time of acceptance of construction of the roads and drainage improvements for these two sections of the Trails at Windy Hill subdivision, the performance bonds were not located for their release. The Clerk's Office was able to locate each of them, and we can now officially release them back to the homebuilder.

Attachments

Performance bond for Phase 4

Performance bond for Phase 5

PERFORMANCE BOND

Bond No. 7901063583

KNOW ALL PERSONS BY THESE PRESENTS:

That the owner/developer, Continental Homes of Texas, L.P. dba D.R. Horton, Inc. (hereinafter referred to as "PRINCIPAL"), and Nationwide Mutual Insurance Company, a surety company authorized to do business in the State of Texas (hereinafter referred to as "SURETY"), are held and firmly bound unto the County of HAYS (hereinafter referred to as "COUNTY"), in the sum of Three Hundred Seventy Two Thousand Two Hundred One and 25/100 (\$372,201.25) DOLLARS, which represents 100% of the estimated construction costs of the improvements described herein, for the payment of which, well and truly to be made, the PRINCIPAL and SURETY bind themselves, their and each of their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL, as a condition precedent to the approval by the COUNTY of a certain final plat known as Southgrove/Trails at Windy Hill Phase 4 has covenanted and agreed with the COUNTY to construct certain improvements based upon the final engineering plans and said final plat; and

WHEREAS it is a condition of the approval of said final plat that this bond be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if PRINCIPAL shall, at the PRINCIPAL's own cost and expense, promptly and faithfully perform and complete the construction of:

Roadway/Paving Improvements

in accordance with the aforesaid final engineering plans and final plat, and within 18 months of the final plat approval date, and shall in every respect fulfill its obligations under the final engineering plans and final plat, and shall indemnify and save harmless the COUNTY against or from all claims, costs, expenses, damages, injury, or loss, including construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs which the COUNTY may sustain on account of the failure of the PRINCIPAL to perform in accordance with said final engineering plans and final plat within the time specified, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Attached hereto as **EXHIBIT A** of this obligation is a breakdown of costs to construct the aforementioned improvements.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the obligations required by the final engineering plans or final plat referred to herein above, within the time specified, the SURETY, upon forty-five (45) days written notice from the COUNTY, of the default, shall forthwith perform and complete the aforesaid obligations and pay all costs thereof. Should the SURETY fail or refuse to perform and complete the said improvements, the COUNTY, in view of the public interest, health, safety and welfare, and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against PRINCIPAL and SURETY, or either, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to complete such improvements in the case the PRINCIPAL should fail or refuse to do so, and the PRINCIPAL and SURETY, jointly and severally, shall pay all costs and expenses incurred by COUNTY in completing said improvements; including but not limited to, the engineering, legal and other costs, together with any damages either direct or consequential, which the COUNTY may sustain on account of PRINCIPAL'S default.

In addition, the COUNTY shall have the right to contract for the completion of the improvements and, on acceptance of the lowest responsible bid, PRINCIPAL and SURETY shall become immediately liable for the amount of the bid. If the COUNTY commences legal proceedings for its collection of any sums due under this bond, interest shall accrue on the amount at the rate permitted by law, beginning at the commencement of the legal proceedings.

If the COUNTY successfully brings suit for the collection of any sums due under this bond, the obligors and each of them agree to pay all costs incurred by the COUNTY in doing so, including attorney's fees.

THIS BOND DATED THE 22nd DAY OF April, 2021 (the date of issue by the SURETY or by the SURETY's agent and the date of such agent's power-of-attorney).

PRINCIPAL

Continental Homes of Texas, L.P. dba
D.R. Horton, Inc.

By: [Signature]
Name: Adib R Khoury
As its: Asst Secretary

ADDRESS:
10700 Pecan Park Blvd, Suite 400
Austin TX 78750

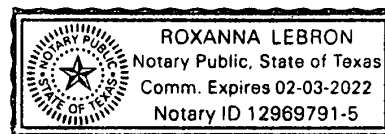
STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME personally appeared Adib Khoury who is personally known to me, or has produced COAS as identification, and who executed the foregoing instrument as Asst. Secretary of Continental Homes of Texas LP, and severally acknowledged to and before me that [he] [she] executed such instrument as Asst. Secretary of said corporation, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 26 day of April, 2021 21

My commission expires: 02-03-2022

[Signature]
Notary Public
(Seal)



SURETY

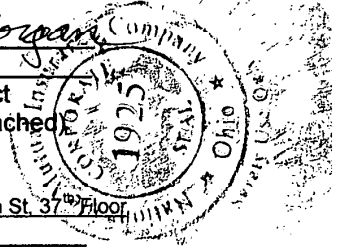
Nationwide Mutual Insurance Company

WITNESS:

Jasmine Baez
Jasmine Baez

BY: Dawn L. Morgan
Dawn L. Morgan
(typed name) its attorney-in-fact
(power of attorney must be attached)

ADDRESS:
7 World Trade Center, 250 Greenwich St. 37th Floor
New York, NY 10007



STATE OF ILLINOIS)
COUNTY OF DU PAGE)

BEFORE ME personally appeared Dawn L. Morgan who is personally known to me, or has produced N/A as identification, and who executed the foregoing instrument as Attorney-in-Fact of Nationwide Mutual Insurance Company, a corporation, and severally acknowledged to and before me that she executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 22nd day of April, 2021.

My commission expires: 8/28/21

Sinem Nava
Notary Public
(Seal)

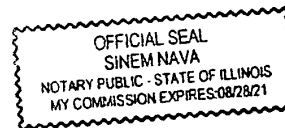


Exhibit A

TRAILS AT WINDY HILL PHASE 4 IMPROVEMENTS

HAYS COUNTY, TEXAS

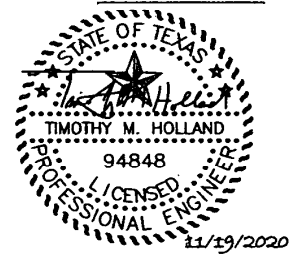
ROADWAY IMPROVEMENTS OPC - November 17, 2020

| SECTION 4 - PAVING IMPROVEMENTS | | | | | | |
|---------------------------------|-------------|--|--------------------|------|-------------|---------------|
| BID ITEM | REFERENCE | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 4-01 | HAYS COUNTY | SUBGRADE PREPARATION, PER SQUARE YARD, CIP | 8,329 | SY | \$ 2.25 | \$ 18,740.25 |
| 4-02 | HAYS COUNTY | CRUSHED LIMESTONE BASE, 15-INCH THICKNESS, PER SQUARE YARD, CIP | 8,329 | SY | \$ 13.50 | \$ 112,441.50 |
| 4-03 | HAYS COUNTY | GEOGRID, PER SQUARE YARD, CIP | 8,329 | SY | \$ 1.50 | \$ 12,493.50 |
| 4-04 | HAYS COUNTY | LIME TREATED SUBGRADE, PER SQUARE YARD, CIP | 8,329 | SY | \$ 7.50 | \$ 62,467.50 |
| 4-05 | HAYS COUNTY | HMAC, 2-INCH THICKNESS, TYPE D PER SQUARE YARD, CIP | 6,204 | SY | \$ 11.00 | \$ 68,244.00 |
| 4-06 | HAYS COUNTY | MACHINE LAID P.C. CONCRETE CURB AND GUTTER, PER LINEAR FOOT, CIP | 3,789 | LF | \$ 15.50 | \$ 58,729.50 |
| 4-07 | HAYS COUNTY | P.C. CONCRETE RIBBON CURB, PER LINEAR FOOT, CIP | 79 | LF | \$ 25.00 | \$ 1,975.00 |
| 4-08 | HAYS COUNTY | P.C. CONCRETE SIDEWALK, 4-FEET WIDE, 4-INCH THICKNESS, PER LINEAR FOOT, CIP | 900 | LF | \$ 25.00 | \$ 22,500.00 |
| 4-09 | HAYS COUNTY | CONCRETE SIDEWALK DEMO AND REPLACEMENT, 4-FEET WID, 4-INCH THICKNESS, PER LINEAR FOOT, CIP | 10 | LF | \$ 74.00 | \$ 740.00 |
| 4-10 | HAYS COUNTY | P.C. CONCRETE SIDEWALK CURB RAMP WITH PAVERS, PER EACH, CIP | 4 | EA | \$ 1,160.00 | \$ 4,640.00 |
| 4-11 | HAYS COUNTY | STREET END BARRICADES, PER LUMP SUM, CIP | 1 | LS | \$ 1,130.00 | \$ 1,130.00 |
| 4-12 | HAYS COUNTY | SIGNING AND STRIPING, PER LUMP SUM, CIP | 1 | LS | \$ 2,200.00 | \$ 2,200.00 |
| 4-13 | HAYS COUNTY | CONCRETE VALLEY GUTTERS, PER EACH, CIP | 1 | EA | \$ 5,900.00 | \$ 5,900.00 |
| SUBTOTAL PAVING IMPROVEMENTS | | | | | | \$ 372,201.25 |

SECTION 4 - PAVING IMPROVEMENTS

\$ 372,201.25

TOTAL FOR PHASE 4 CONTRACT (SUM OF ALL IMPROVEMENTS)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Dawn L. Morgan

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number 7901063583**Principal Continental Homes of Texas, L.P. dba D.R. Horton, Inc.**
Obligee County of Hays

and to bind the Company thereby, as fully and to the same extent as if such Instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

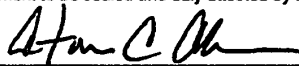
This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.


Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

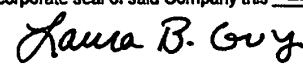
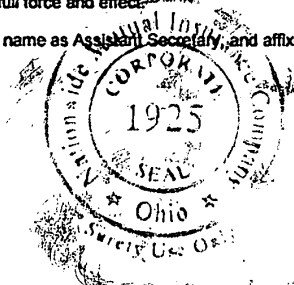
STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 0208126649
Qualified in Westchester County
Commission Expires September 18, 2021


Notary Public
My Commission Expires
September 18, 2021**CERTIFICATE**

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 22nd day of April, 2021
Assistant Secretary



On Your Side®

Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio
Surety Administrative Office:
7 World Trade Center, 37th Floor
250 Greenwich Street
New York, NY 10007-0033

IMPORTANT NOTICE

Notice of claim may be made by contacting the following:

You may contact your agent.

You may call Nationwide Mutual Insurance Company at 1-800-421-3535.

You may write to Nationwide Mutual Insurance Company at the following address:

Nationwide Mutual Insurance Company
1 Nationwide Plaza
Columbus, Ohio 43215
ATTN: Claim Department

You may contact the Texas Department of Insurance to obtain the address of the surety company to which any notice of claim should be sent, and to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

You may write to the Texas Department of Insurance at the following address:

P.O. Box 149104
Austin, Texas 78714-9104
Fax number: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

CLAIM OR PREMIUM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact the agent first. You may also contact the Texas Department of Insurance.

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21026952 BOND

05/20/2021 11:48:47 AM Total Fees: \$0.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



PERFORMANCE BOND

Bond No. 7901063582

KNOW ALL PERSONS BY THESE PRESENTS:

That the owner/developer, Continental Homes of Texas, L.P. dba D.R. Horton, Inc. (hereinafter referred to as "PRINCIPAL"), and Nationwide Mutual Insurance Company, a surety company authorized to do business in the State of Texas (hereinafter referred to as "SURETY"), are held and firmly bound unto the County of HAYS (hereinafter referred to as "COUNTY"), in the sum of Eight Hundred Sixty Three Thousand Seven Hundred Twenty Five and 25/100 (\$863,725.25) DOLLARS, which represents 100% of the estimated construction costs of the improvements described herein, for the payment of which, well and truly to be made, the PRINCIPAL and SURETY bind themselves, their and each of their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL, as a condition precedent to the approval by the COUNTY of a certain final plat known as Southgrove/Trails at Windy Hill Phase 5 has covenanted and agreed with the COUNTY to construct certain improvements based upon the final engineering plans and said final plat; and

WHEREAS it is a condition of the approval of said final plat that this bond be executed.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if PRINCIPAL shall, at the PRINCIPAL's own cost and expense, promptly and faithfully perform and complete the construction of:

Roadway/Paving Improvements

in accordance with the aforesaid final engineering plans and final plat, and within 18 months of the final plat approval date, and shall in every respect fulfill its obligations under the final engineering plans and final plat, and shall indemnify and save harmless the COUNTY against or from all claims, costs, expenses, damages, injury, or loss, including construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs which the COUNTY may sustain on account of the failure of the PRINCIPAL to perform in accordance with said final engineering plans and final plat within the time specified, then this obligation shall be null and void; otherwise it shall remain in full force and effect. Attached hereto as **EXHIBIT A** of this obligation is a breakdown of costs to construct the aforementioned improvements.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform all or any part of the obligations required by the final engineering plans or final plat referred to herein above, within the time specified, the SURETY, upon forty-five (45) days written notice from the COUNTY, of the default, shall forthwith perform and complete the aforesaid obligations and pay all costs thereof. Should the SURETY fail or refuse to perform and complete the said improvements, the COUNTY, in view of the public interest, health, safety and welfare, and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against PRINCIPAL and SURETY, or either, both at law and in equity, including, specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY, at its option, shall have the right to complete such improvements in the case the PRINCIPAL should fail or refuse to do so, and the PRINCIPAL and SURETY, jointly and severally, shall pay all costs and expenses incurred by COUNTY in completing said improvements; including but not limited to, the engineering, legal and other costs, together with any damages either direct or consequential, which the COUNTY may sustain on account of PRINCIPAL'S default.

In addition, the COUNTY shall have the right to contract for the completion of the improvements and, on acceptance of the lowest responsible bid, PRINCIPAL and SURETY shall become immediately liable for the amount of the bid. If the COUNTY commences legal proceedings for its collection of any sums due under this bond, interest shall accrue on the amount at the rate permitted by law, beginning at the commencement of the legal proceedings.

If the COUNTY successfully brings suit for the collection of any sums due under this bond, the obligors and each of them agree to pay all costs incurred by the COUNTY in doing so, including attorney's fees.

THIS BOND DATED THE 22nd DAY OF April, 2021 (the date of issue by the SURETY or by the SURETY's agent and the date of such agent's power-of-attorney).

PRINCIPAL

Continental Homes of Texas, L.P. dba
D.R. Horton, Inc.

By: [Signature]
Name: Adib R Khoury
As its: Asst Secretary

ADDRESS:
10700 Pecan Park Blvd, Suite 400
Austin TX 78750

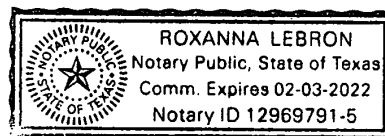
STATE OF TEXAS)
COUNTY OF TRAVIS)

BEFORE ME personally appeared Adib Khoury who is personally known to me, or has produced COAS as identification, and who executed the foregoing instrument as Asst. Secretary of Continental Homes of Texas, LP and severally acknowledged to and before me that [he] [she] executed such instrument as Asst. Secretary of said corporation, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 26 day of April, 2021 pm 2016

My commission expires: 02-03-2022

[Signature]
Notary Public
(Seal)



SURETY

WITNESS:

Jasmine Baez
Jasmine Baez

Nationwide Mutual Insurance Company

BY:

Dawn L. Morgan

(typed name) its attorney-in-fact
(power of attorney must be attached)

ADDRESS:

7 World Trade Center, 250 Greenwich St. 37th Floor
New York, NY 10007

STATE OF ILLINOIS)
COUNTY OF DU PAGE)

BEFORE ME personally appeared Dawn L. Morgan who is personally known to me, or has produced N/A as identification, and who executed the foregoing instrument as Attorney-in-Fact of Nationwide Mutual Insurance Company, a corporation, and severally acknowledged to and before me that she executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 22nd day of April, 2021.

My commission expires: 8/28/21

Sinem Nava
Notary Public
(Seal)

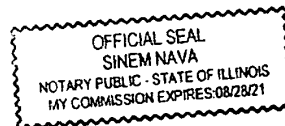


Exhibit A

TRAILS AT WINDY HILL PHASE 5 IMPROVEMENTS

HAYS COUNTY, TEXAS

ROADWAY IMPROVEMENTS OPC - November 17, 2020

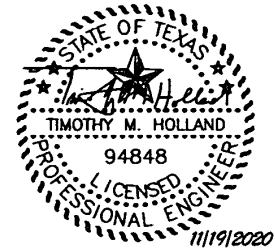
| SECTION 13 - PAVING IMPROVEMENTS | | | | | | |
|----------------------------------|-------------|---|--------------------|------|-------------|---------------|
| BID ITEM | REFERENCE | DESCRIPTION | ESTIMATED QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 13-01 | HAYS COUNTY | SUBGRADE PREPARATION, PER SQUARE YARD, CIP | 17,857 | SY | \$ 2.25 | \$ 40,178.25 |
| 13-02 | HAYS COUNTY | CRUSHED LIMESTONE BASE, 15-INCH THICKNESS, PER SQUARE YARD, CIP | 10,898 | SY | \$ 13.50 | \$ 147,123.00 |
| 13-03 | HAYS COUNTY | GEOGRID, PER SQUARE YARD, CIP | 17,857 | SY | \$ 1.50 | \$ 26,785.50 |
| 13-04 | HAYS COUNTY | LIME TREATED SUBGRADE, PER SQUARE YARD, CIP | 17,857 | SY | \$ 7.50 | \$ 133,927.50 |
| 13-05 | HAYS COUNTY | HMAC, 2-INCH THICKNESS, TYPE D PER SQUARE YARD, CIP | 8,174 | SY | \$ 11.00 | \$ 89,914.00 |
| 13-06 | HAYS COUNTY | CRUSHED LIMESTONE BASE, 18-INCH THICKNESS, PER SQUARE YARD, CIP | 6,959 | SY | \$ 18.00 | \$ 125,262.00 |
| 13-07 | HAYS COUNTY | HMAC, 3-INCH THICKNESS, TYPE D PER SQUARE YARD, CIP | 5,410 | SY | \$ 18.25 | \$ 98,732.50 |
| 13-08 | HAYS COUNTY | MACHINE LAID P.C. CONCRETE CURB AND GUTTER, PER LINEAR FOOT, CIP | 7,705 | LF | \$ 15.50 | \$ 119,427.50 |
| 13-09 | HAYS COUNTY | P.C. CONCRETE RIBBON CURB, PER LINEAR FOOT, CIP | 79 | LF | \$ 25.00 | \$ 1,975.00 |
| 13-10 | HAYS COUNTY | P.C. CONCRETE SIDEWALK, 4-FEET WIDE, 4-INCH THICKNESS, PER LINEAR FOOT, CIP | 565 | LF | \$ 25.00 | \$ 14,125.00 |
| 13-11 | HAYS COUNTY | P.C. CONCRETE SIDEWALK CURB RAMP WITH PAVERS, PER EACH, CIP | 25 | EA | \$ 1,160.00 | \$ 29,000.00 |
| 13-12 | HAYS COUNTY | STREET END BARRICADES, PER LUMP SUM, CIP | 5 | LS | \$ 1,130.00 | \$ 5,650.00 |
| 13-13 | HAYS COUNTY | SIGNING AND STRIPING, PER LUMP SUM, CIP | 1 | LS | \$ 8,025.00 | \$ 8,025.00 |
| 13-14 | HAYS COUNTY | CONCRETE VALLEY GUTTERS, PER EACH, CIP | 4 | EA | \$ 5,900.00 | \$ 23,600.00 |
| SUBTOTAL PAVING IMPROVEMENTS | | | | | | \$ 863,725.25 |

SECTION 13 - PAVING IMPROVEMENTS

\$ 863,725.25

TOTAL FOR PHASE 5 CONTRACT (SUM OF ALL IMPROVEMENTS)

\$ 863,725.25



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Dawn L. Morgan

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: Unlimited

Surety Bond Number 7901063582

| | |
|------------------|---|
| Principal | Continental Homes of Texas, L.P. dba D.R. Horton, Inc. |
| Obligee | County of Hays |

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

**ACKNOWLEDGMENT**

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

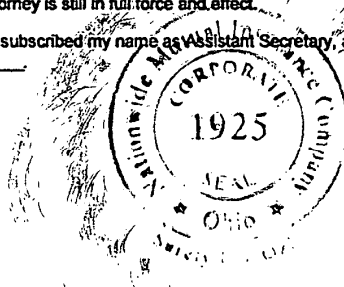
Suzanne C. DeLo
Notary Public, State of New York
No. 02068128640
Qualified in Westchester County
Commission Expires September 18, 2021



Notary Public
My Commission Expires
September 18, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 22nd day of April, 2021.


Assistant Secretary



On Your Side®

Nationwide Mutual Insurance Company

Home Office: Columbus, Ohio
Surety Administrative Office:
7 World Trade Center, 37th Floor
250 Greenwich Street
New York, NY 10007-0033

IMPORTANT NOTICE

Notice of claim may be made by contacting the following:

You may contact your agent.

You may call Nationwide Mutual Insurance Company at 1-800-421-3535.

You may write to Nationwide Mutual Insurance Company at the following address:

Nationwide Mutual Insurance Company
1 Nationwide Plaza
Columbus, Ohio 43215
ATTN: Claim Department

You may contact the Texas Department of Insurance to obtain the address of the surety company to which any notice of claim should be sent, and to obtain information on companies, coverages, rights or complaints at: 1-800-252-3439

You may write to the Texas Department of Insurance at the following address:

P.O. Box 149104
Austin, Texas 78714-9104
Fax number: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

CLAIM OR PREMIUM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact the agent first. You may also contact the Texas Department of Insurance.

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21026953 BOND

05/20/2021 11:48:47 AM Total Fees: \$0.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas





Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Colby Machacek-Borcherding

Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$69,260.00 (Letter of Credit No. 20234029). **SHELL/BORCHERDING**

Summary

The final plat for 6 Creeks, Phase 1, Section 7, Final Plat has been reviewed under the interlocal cooperation agreement with the City of Kyle and has been approved by County Staff.

While the plat has been approved administratively, formal acceptance of fiscal surety is required by Commissioners Court action.

Attachments

Letter of Credit
Plat

IRREVOCABLE LETTER OF CREDIT

Borrower: HMBRR Development, Inc
1011 N Lamar Blvd
Austin, TX 78703

Lender: American Bank of Commerce
Austin Downtown Banking Center
610 West 5th
Austin, TX 78701

Beneficiary: Hays County
111 E San Antonio
San Marcus, TX 78666

NO.: 20234029

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 03-08-2024 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Sixty-nine Thousand Two Hundred Sixty & 00/100 Dollars (\$69,260.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER American Bank of Commerce IRREVOCABLE LETTER OF CREDIT NO. 20234029 DATED 03-08-2023," and the amount of each draft shall be marked on the draft. Only Beneficiary may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. The right to draw under this Letter of Credit shall be nontransferable, except for:

- A. A transfer (in its entirety, but not in part) by direct operation of law to the administrator, executor, bankruptcy trustee, receiver, liquidator, successor, or other representative at law of the original Beneficiary; and
- B. The first immediate transfer (in its entirety, but not in part) by such legal representative to a third party after express approval of a governmental body (judicial, administrative, or executive).

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee (i) by operation of law or (ii) a third party receiving transfer from a legal representative, as described above, the documents required for a draw shall include a certified copy of the one or more documents which show the presenter's authority to claim through or to act with authority for the original Beneficiary.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of Texas.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

Loan No: 20234029

IRREVOCABLE LETTER OF CREDIT
(Continued)

Page 2

Dated: March 8, 2023

LENDER:

AMERICAN BANK OF COMMERCE

Chris Crowley
By: Chris Crowley (Mar 8, 2023 10:36 CST)
Chris Crowley, Senior Vice President

ENDORSEMENT OF DRAFTS DRAWN:

| Date | Negotiated By | Amount In Words | Amount In Figures |
|------|---------------|--------------------|----------------------|
|------|---------------|--------------------|----------------------|

A 17.756 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A 153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20006092 IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.

**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #4470 | TEXAS SURVEYING FIRM #10028800

DATE OF PREPARATION: October 28, 2022



NOT-TO-SCALE

BLK BLOCK
ROW RIGHT-OF-WAY
DOC NO DOCUMENT NUMBER
OPR OFFICIAL PUBLIC RECORDS OF
HAYS COUNTY, TEXAS
(SURVEYOR) SET 1/2" IRON ROD
(UNLESS NOTED OTHERWISE)
SET 1/2" IRON ROD (PD)
SET 1/2" IRON ROD (PD)-ROW
EXISTING CONTOURS
1140 PROPOSED CONTOURS
1140 ORIGINAL SURVEY/COUNTY LINE
CENTERLINE
KYLE CITY LIMITS
12 15' DRAINAGE EASEMENT
13 CLEAR VIEW EASEMENT

OWNER: HMBRR DEVELOPMENT, INC.
1011 N. LAMAR
AUSTIN, TEXAS 78703
(512) 481-0303 P
(512) 481-0333 F

ACREAGE: 17.756 ACRES

SURVEY: SAMUEL PHARASS 1/4 LEAG
SURVEY NO. 14
ABSTRACT 360

PROPOSED RESIDENTIAL LOTS:
PROPOSED OPEN SPACE LOTS:

DATE: October 28, 2022

ENGINEER & SURVEYOR:
PAPE-DAWSON ENGINEERS, INC.
2000 NW LOOP 410
SAN ANTONIO, TX 78213
(210) 375-9000 P
(210) 375-9010 F

| <u>STREET NAME</u> | <u>STREET CLASSIFICATION</u> | <u>STREET LENGTH</u> | <u>ROW WIDTH:</u> |
|----------------------|------------------------------|----------------------|-------------------|
| FIVE MILE CREEK W AY | RESIDENTIAL LANE | 1611.95' | 50.00' |
| LEFT FORK DRIVE | RESIDENTIAL LANE | 145.00' | 50.00' |
| LASSEN DRIVE | RESIDENTIAL LANE | 366.48' | 50.00' |
| TROUT RIVER ROAD | RESIDENTIAL LANE | 341.20' | 50.00' |
| ROARING RIVER CIRCLE | RESIDENTIAL LANE | 110.72' | 50.00' |



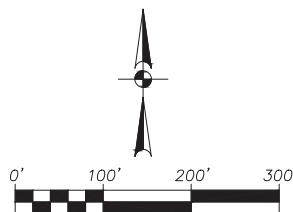
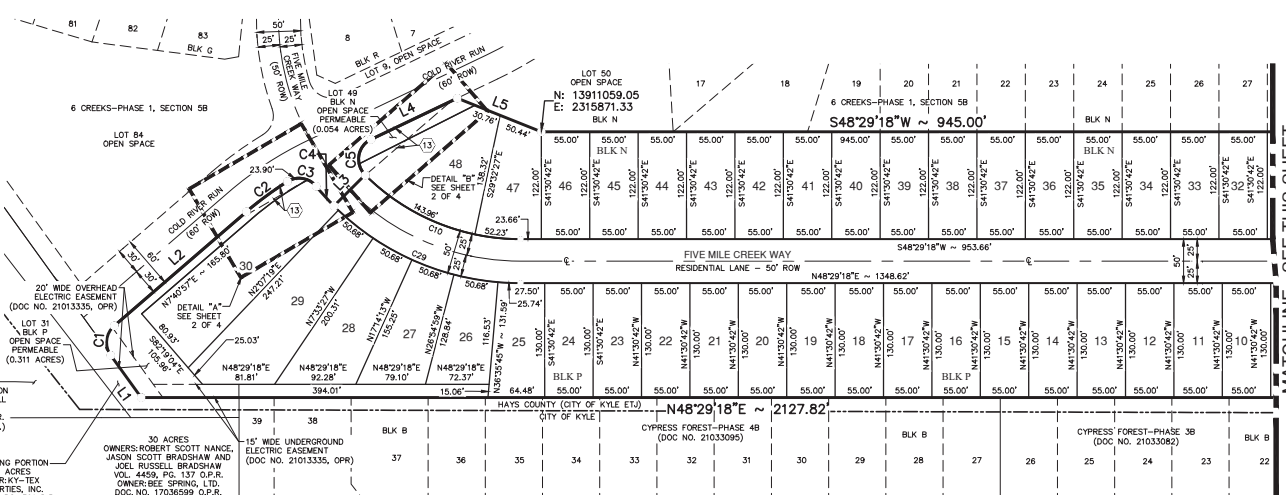
NOT-TO-SCALE

A FIFTEEN (15) FOOT MUNICIPAL UTILITY
EASEMENT IS HEREBY DEDICATED
ADJACENT TO ALL STREET ROW.

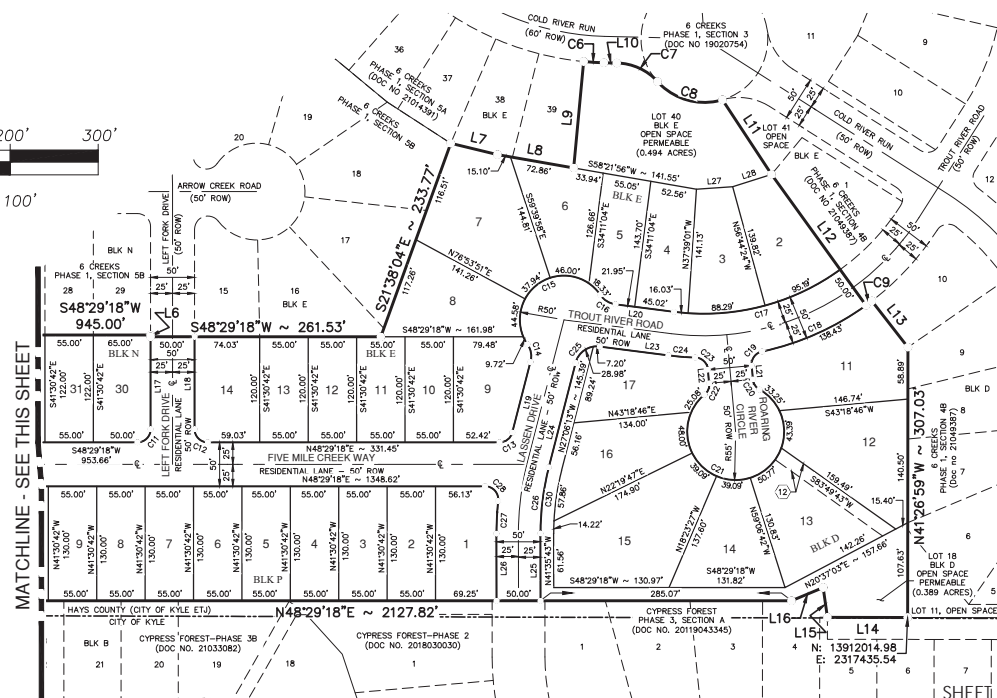
A FIVE (5) FOOT MUNICIPAL UTILITY EASEMENT IS HEREBY DEDICATED ALONG ALL SIDE LOTS WITHIN THE SINGLE FAMILY LOT.

A TEN (10) FOOT MUNICIPAL UTILITY
EASEMENT IS HEREBY DEDICATED
ALONG ALL REAR LOT LINES WITHIN
THE SINGLE FAMILY LOT.

REFERENCE DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF
KYLE AND THE PROPERTY OWNER
(INSTRUMENT #17018505) AND
SUBSEQUENT AMENDMENT(S) FOR
REQUIRED BUILDING SETBACKS.



SCALE: 1" = 100'



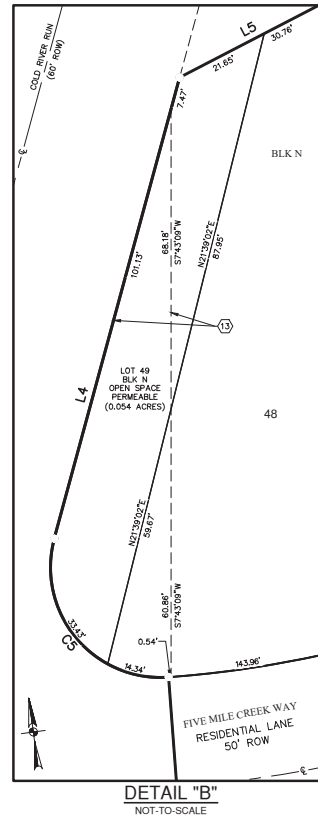
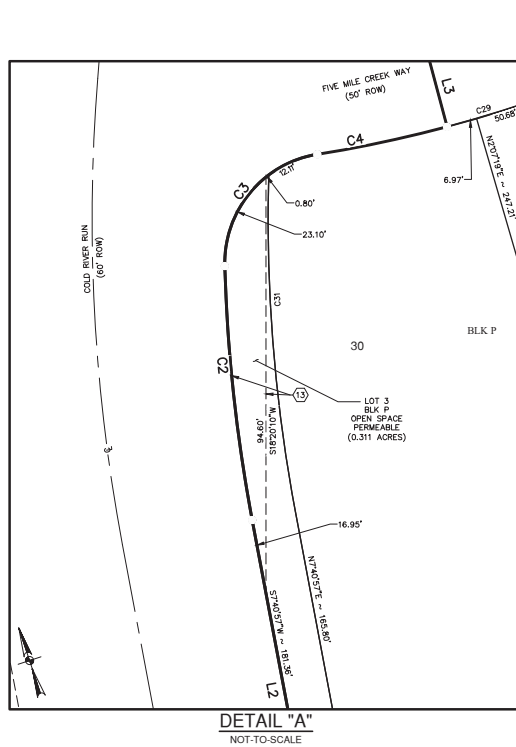
156.00

MATCHLINE - SEE THIS SHEET

SHEET 1 OF 4

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 7
A 17.756 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A
153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20006902 IN THE
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL
PHARRASS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.

**PAPE-DAWSON
ENGINEERS**
SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
DATE OF PREPARATION: October 28, 2022



| CURVE TABLE | | | | | |
|-------------|---------|------------|---------------|---------|---------|
| CURVE # | RADIUS | DELTA | CHORD BEARING | CHORD | LENGTH |
| C1 | 25.00' | 84°58'10" | S34°48'08"E | 33.77' | 37.07' |
| C2 | 370.00' | 8°59'50" | S12°10'52"W | 58.04' | 58.10' |
| C3 | 25.00' | 82°31'49" | S57°56'42"W | 32.98' | 36.01' |
| C4 | 300.00' | 5°45'28" | S83°40'08"E | 30.14' | 30.15' |
| C5 | 25.00' | 109°28'18" | S31°48'43"E | 40.82' | 47.77' |
| C6 | 330.00' | 3°58'38" | N51°52'55"E | 22.90' | 22.91' |
| C7 | 65.00' | 46°16'12" | S73°01'43"W | 51.08' | 52.49' |
| C8 | 72.00' | 64°12'39" | N64°03'29"E | 76.53' | 80.69' |
| C9 | 315.00' | 1°30'26" | N11°53'33"E | 8.29' | 8.29' |
| C10 | 250.00' | 44°57'50" | N70°58'13"E | 191.20' | 196.19' |
| C11 | 15.00' | 90°00'00" | N3°29'18"E | 21.21' | 23.56' |
| C12 | 15.00' | 90°00'00" | S86°30'42"E | 21.21' | 23.56' |
| C13 | 15.00' | 75°35'31" | N10°41'32"E | 18.39' | 19.79' |
| C14 | 25.00' | 48°11'24" | N51°11'54"W | 20.41' | 21.03' |
| C15 | 50.00' | 179°24'39" | S14°21'21"W | 100.00' | 156.56' |
| C16 | 25.00' | 48°11'23" | N79°54'37"E | 20.41' | 21.03' |
| C17 | 265.00' | 43°08'14" | N34°14'51"E | 194.83' | 199.51' |
| C18 | 315.00' | 23°40'17" | N24°30'55"E | 129.22' | 130.14' |
| C19 | 15.00' | 83°02'17" | S55°10'05"E | 18.89' | 21.74' |
| C20 | 15.00' | 55°09'00" | S74°15'44"E | 13.89' | 14.44' |
| C21 | 55.00' | 291°26'56" | N43°33'14"E | 61.95' | 279.77' |
| C22 | 15.00' | 55°09'00" | N19°06'43"W | 13.89' | 14.44' |
| C23 | 15.00' | 83°02'17" | N88°12'22"W | 18.89' | 21.74' |
| C24 | 315.00' | 5°32'44" | N53°02'43"E | 30.45' | 30.46' |
| C25 | 25.00' | 82°55'09" | S14°21'21"W | 33.10' | 36.18' |
| C26 | 300.00' | 14°29'30" | S34°20'58"E | 75.88' | 75.88' |
| C27 | 350.00' | 6°03'52" | S38°33'48"E | 37.03' | 37.04' |
| C28 | 15.00' | 95°58'49" | N83°31'17"W | 22.29' | 25.13' |
| C29 | 300.00' | 44°57'50" | N70°58'13"E | 229.43' | 235.43' |
| C30 | 285.00' | 14°29'30" | S34°20'58"E | 71.89' | 72.08' |
| C31 | 360.00' | 12°14'57" | N13°48'26"E | 76.82' | 76.96' |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE # | BEARING | LENGTH |
| L1 | S77°17'13"E | 59.15' |
| L2 | S74°05'17"W | 198.31' |
| L3 | S32°27'08"W | 50.00' |
| L4 | S22°55'26"W | 108.60' |
| L5 | S70°18'17"W | 102.84' |
| L6 | N41°30'42"W | 2.00' |
| L7 | S62°05'51"W | 54.60' |
| L8 | S58°21'56"W | 87.95' |
| L9 | S36°07'46"E | 121.39' |
| L10 | S49°53'36"W | 14.60' |
| L11 | N74°50'05"W | 101.51' |
| L12 | N77°19'14"W | 183.38' |
| L13 | N79°25'32"W | 66.67' |
| L14 | N48°35'53"E | 91.09' |
| L15 | S49°37'46"E | 34.21' |
| L16 | N25°44'10"E | 39.08' |
| L17 | S41°30'42"E | 105.00' |
| L18 | S41°30'42"E | 105.00' |
| L19 | N27°06'13"W | 82.66' |
| L20 | S55°48'56"W | 66.97' |
| L21 | S46°41'14"E | 15.71' |
| L22 | S46°41'14"E | 15.71' |
| L23 | S55°48'56"W | 78.70' |
| L24 | N27°06'13"W | 122.48' |
| L25 | N41°35'43"W | 76.53' |
| L26 | N41°35'43"W | 76.46' |
| L27 | S44°36'07"W | 41.32' |
| L28 | S30°50'06"W | 46.31' |

* LOT WIDTHS ARE MEASURED AT THE FRONT BUILDING LINE.

| LOT SUMMARY | | | LOT SUMMARY | | |
|-------------|-----------|----------|-------------|-----------|----------|
| LOT BLK | LOT WIDTH | LOT AREA | LOT BLK | LOT WIDTH | LOT AREA |
| 12 D | 74.51' | 14514 SF | 45 N | 55.00' | 6710 SF |
| 13 D | 60.29' | 14236 SF | 46 N | 55.00' | 6710 SF |
| 14 D | 66.23' | 12978 SF | 47 N | 72.43' | 8155 SF |
| 15 D | 55.67' | 10599 SF | 48 N | 149.00' | 13289 SF |
| 16 D | 55.67' | 18342 SF | 49 N | N/A | 2356 SF |
| 17 D | 55.43' | 11048 SF | 1 P | 70.70' | 9001 SF |
| 18 D | 67.58' | 9976 SF | 2 P | 55.00' | 7150 SF |
| 19 D | N/A | 16756 SF | 3 P | 55.00' | 7150 SF |
| 2 E | 87.53' | 9716 SF | 4 P | 55.00' | 7150 SF |
| 3 E | 81.25' | 9163 SF | 5 P | 55.00' | 7150 SF |
| 4 E | 59.83' | 8086 SF | 6 P | 55.00' | 7150 SF |
| 5 E | 55.00' | 7712 SF | 7 P | 55.00' | 7150 SF |
| 6 E | 55.49' | 9481 SF | 8 P | 55.00' | 7150 SF |
| 7 E | 55.76' | 15867 SF | 9 P | 55.00' | 7150 SF |
| 8 E | 55.55' | 11536 SF | 10 P | 55.00' | 7150 SF |
| 9 E | 69.19' | 9349 SF | 11 P | 55.00' | 7150 SF |
| 10 E | 55.00' | 6600 SF | 12 P | 55.00' | 7150 SF |
| 11 E | 55.00' | 6600 SF | 13 P | 55.00' | 7150 SF |
| 12 E | 55.00' | 6600 SF | 14 P | 55.00' | 7150 SF |
| 13 E | 55.00' | 6600 SF | 15 P | 55.00' | 7150 SF |
| 14 E | 74.03' | 8835 SF | 16 P | 55.00' | 7150 SF |
| 40 E | N/A | 21503 SF | 17 P | 55.00' | 7150 SF |
| 30 N | 65.00' | 7882 SF | 18 P | 55.00' | 7150 SF |
| 31 N | 55.00' | 6710 SF | 19 P | 55.00' | 7150 SF |
| 32 N | 55.00' | 6710 SF | 20 P | 55.00' | 7150 SF |
| 33 N | 55.00' | 6710 SF | 21 P | 55.00' | 7150 SF |
| 34 N | 55.00' | 6710 SF | 22 P | 55.00' | 7150 SF |
| 35 N | 55.00' | 6710 SF | 23 P | 55.00' | 7150 SF |
| 36 N | 55.00' | 6710 SF | 24 P | 55.00' | 7150 SF |
| 37 N | 55.00' | 6710 SF | 25 P | 55.02' | 7665 SF |
| 38 N | 55.00' | 6710 SF | 26 P | 54.19' | 7414 SF |
| 39 N | 55.00' | 6710 SF | 27 P | 54.19' | 8810 SF |
| 40 N | 55.00' | 6710 SF | 28 P | 54.19' | 11546 SF |
| 41 N | 55.00' | 6710 SF | 29 P | 54.19' | 16188 SF |
| 42 N | 55.00' | 6710 SF | 30 P | 54.24' | 16664 SF |
| 43 N | 55.00' | 6710 SF | 31 P | N/A | 13556 SF |
| 44 N | 55.00' | 6710 SF | | | |

LOT SUMMARY

| | |
|--|-----------------------|
| TOTAL NUMBER OF LOTS | 73 |
| AVERAGE SIZE OF LOTS | 0.201 ACRES / 8773 SF |
| NUMBER OF LOTS ≥ 10 ACRES | 0 |
| NUMBER OF LOTS > 5 ACRES, < 10 ACRES | 0 |
| NUMBER OF LOTS ≥ 2 ACRES AND ≤ 5 ACRES | 0 |
| NUMBER OF LOTS > 1 ACRE AND < 2 ACRES | 0 |
| NUMBER OF LOTS < 1 ACRE | 73 |
| NUMBER OF 55' SINGLE FAMILY LOTS (5750 MIN SF) | 69 |
| NUMBER OF 60' SINGLE FAMILY LOTS (7200 MIN SF) | 0 |
| NUMBER OF 70' SINGLE FAMILY LOTS (9000 MIN SF) | 0 |

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 7
A 17.766 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A
153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20006092 IN THE
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL
PHARRASS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.

PAPE-DAWSON
ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2000 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9000
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10208000
DATE OF PREPARATION: October 28, 2022

SURVEY METES AND BOUNDS
TO BE PLACED HERE

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS LOCATED ENTIRELY WITHIN HAYS COUNTY.
2. THIS PLAT FALLS WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE WITHIN THE TRANSITION ZONE. NO PORTION OF THIS PLAT FALLS WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
4. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP NO. 48209C0270F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
5. ALL STREETS SHALL BE DESIGNED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY REQUIREMENTS AND APPROVED BY THE HAYS COUNTY TRANSPORTATION DEPARTMENT AND UPON ACCEPTANCE SHALL BE DEDICATED TO THE COUNTY FOR MAINTENANCE.
6. STREETS TO BE ACCESSED WILL BE CONSTRUCTED WITH CURB AND GUTTER.
7. LINEAR FOOTAGE OF STREET IMPROVEMENTS: 32375 LF.
8. THIS PLAT HAS BEEN PREPARED IN ACCORDANCE WITH THE HAYS COUNTY REQUIREMENTS AS APPLICABLE TO THIS DEVELOPMENT.
9. AREA WITHIN NEW ROAD RIGHT-OF-WAY = 3.054 ACRES.
10. ALL STREETS TO BE PUBLIC, PAVED AND MAINTAINED BY THE COUNTY.
11. NO OBJECT INCLUDING FENCING OR LANDSCAPING WHICH WOULD INTERFERE WITH CONVEYANCE OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN DRAINAGE EASEMENTS.
12. MAINTENANCE OF EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY AND/OR HOMEOWNERS ASSOCIATIONS.
13. SIDEWALKS, PEDESTRIAN CROSSINGS AND OTHER PUBLIC AMENITIES THAT ARE TO BE DEDICATED TO THE CITY OF KYLE SHALL MEET OR EXCEED ALL 2010 ADA STANDARDS OF ACCESSIBILITY DESIGN AND ALL CURRENT FEDERAL AND STATE LAWS REGARDING ACCESS FOR PEOPLE WITH DISABILITIES FOR TITLE II ENTITIES.
14. THIS SUBDIVISION IS WITHIN THE ETJ OF THE CITY OF KYLE, TEXAS.
15. ELECTRICITY PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
16. THE WASTEWATER TREATMENT PLANT IS OWNED AND OPERATED BY THE CITY OF KYLE, TEXAS.
17. WASTEWATER SERVICE IS PROVIDED BY THE CITY OF KYLE, TEXAS (SEE NOTE ABOVE).
18. WATER IS PROVIDED BY THE CITY OF KYLE, TEXAS.
19. THE REQUIREMENT CONCERNING CONSTRUCTION STANDARDS FOR MAILBOXES INSTALLED WITHIN THE RIGHT-OF-WAY OF STREETS AND HIGHWAYS AND REQUIRING ALL SUCH MAILBOXES TO BE MADE OF COLLAPSIBLE MATERIALS, AS DEFINED IN THE ORDINANCE. COMMUNITY MAILBOXES SHALL HAVE A SEPARATE LIGHT/STREET LIGHT TO ILLUMINATE THE MAILBOX AREA.
20. FOR THE TWO (2), FIVE (5), TEN (10), TWENTY-FIVE (25), AND ONE HUNDRED (100) YEAR, TWENTY-FOUR (24) HOUR STORM EVENTS, POST DEVELOPED CONDITION RUNOFF RATES SHALL BE LESS THAN OR EQUAL TO THE PRE-DEVELOPED CONDITION RUNOFF RATES. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
21. THIS SITE IS LOCATED WITHIN HAYS COUNTY ESD #5 AND #9.
22. CONSTRUCTION STANDARDS AND SPECIFICATIONS WILL BE AS AGREED TO IN THE BLANCO RIVER RANCH (PHASE ONE RESIDENTIAL AREA) DE-ANNEXATION AND DEVELOPMENT AGREEMENT APPROVED BY THE HAYS COUNTY COMMISSIONER'S COURT ON MARCH 21, 2017.
23. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE PROPERTY IS LOCATED. THE OWNER OR OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPED 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 ON SITE, SUCH AS AT THE OFFICES OF THE OWNER OR OPERATOR, AND MADE AVAILABLE FOR REVIEW BY THE CITY.
24. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
25. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND / OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.
26. SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF LASSEN DRIVE. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED WHERE THERE ARE DOUBLE FRONTAGE LOTS, SIDEWALKS ON THE STREET TO WHICH ACCESS IS PROHIBITED ARE ALSO REQUIRED TO BE INSTALLED WHEN THE STREETS IN THE SUBDIVISION ARE CONSTRUCTED. (ORD #439, ARTICLE V, SEC 10; KYLE CODE)
27. ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.
28. THE MAINTENANCE OF SIDEWALKS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR HOMEOWNERS ASSOCIATION OR THEIR SUCCESSORS AND NOT THE RESPONSIBILITY OF THE CITY OF KYLE OR HAYS COUNTY.
29. ROAD WAY CLASSIFICATIONS ARE PER THE BLANCO RIVER RANCH (PHASE 1 RESIDENTIAL AREA) DE-ANNEXATION AND DEVELOPMENT AGREEMENT (INSTRUMENT # 17018505).
30. COORDINATES SHOWN ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00 FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE DISPLAYED IN GRID VALUES DERIVED FROM THE NGS COOPERATIVE CORS NETWORK.
31. MONUMENTS AND LOT MARKERS WILL BE SET WITH 1/2" IRON ROD WITH CAP MARKED "PAPE-DAWSON" OR MAG NAIL WITH DISK MARKED "PAPE-DAWSON" AFTER THE COMPLETION OF UTILITY INSTALLATION AND STREET CONSTRUCTION UNLESS NOTED OTHERWISE.
32. DIMENSIONS SHOWN ARE SURFACE.
33. BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
37. THIS SITE IS LOCATED WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT.

FINAL PLAT
OF
6 CREEKS-PHASE 1, SECTION 7

A 17.756 ACRE TRACT OF LAND BEING COMPRISED OF A PORTION OF A
153.0288 ACRE TRACT DESCRIBED IN DOCUMENT NUMBER 20006092 IN THE
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, IN THE SAMUEL
PHARASS 1/4 LEAGUE NO. 14, ABSTRACT 360, HAYS COUNTY, TEXAS.



THE STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS, THAT HMBRR DEVELOPMENT INC. A CORPORATION ORGANIZED AND
EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 1011 N. LAMAR, AUSTIN,
TEXAS, AS CONVEYED TO IT BY DEED DATED FEBRUARY 14, 2020, RECORDED IN DOCUMENT 20006092, OF THE
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 17.756 ACRES OF LAND OUT OF
THE SAMUEL PHARASS 1/4 LEAGUE SURVEY NO. 14, ABSTRACT 360, TO BE KNOWN AS:

6 CREEKS-PHASE 1, SECTION 7

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS
HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS
SHOWN HEREON.

HMBRR DEVELOPMENT INC
BY: JAY HANNA
VICE PRESIDENT
2901 BEE CAVES ROAD, SUITE F
AUSTIN, TEXAS 78746

THE STATE OF TEXAS §
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 HE/SHE
ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS
THEREIN EXPRESSED AND IN THE CAPACITY THEREIN AND HEREIN SET OUT, AND AS THE ACT AND DEED OF SAID
CORPORATION, GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS DAY OF _____, A.D.
20____.

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NOTARY'S NAME _____
MY COMMISSION EXPIRES _____

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY
CERTIFY, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE
PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS
ARE CORRECTLY SET OR FOUND AS SHOWN THEREON.

DAVID CASANOVA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4251
STATE OF TEXAS
PAPE-DAWSON ENGINEERS, INC.
TBPELS, FIRM REGISTRATION NO. 10028800
2000 NW LOOP 410
SAN ANTONIO, TX 78213

DATE

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT
PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT.

REBECCA ANN CARROLL
REGISTERED PROFESSIONAL ENGINEER NO. 92666
PAPE-DAWSON ENGINEERS, INC.
TBPELS, FIRM REGISTRATION NO. 470
2000 NW LOOP 410
SAN ANTONIO, TX 78213

DATE

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 WATERWATER 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.

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

MARCUS PACHECO
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

REVIEWED BY:

HARPER WILDER
CITY OF KYLE DIRECTOR OF PUBLIC WORKS

REVIEWED BY:

LEON BARBA
CITY OF KYLE CITY ENGINEER

I, THE UNDERSIGNED, DIRECTOR OF HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY
THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE
INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF KYLE FOR SUBDIVISION
REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF KYLE.

MARCUS PACHECO
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

THE STATE OF TEXAS §
COUNTY OF HAYS §

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE
ON THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK _____ M. AND DULY RECORDED ON
THE _____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF
HAYS COUNTY, TEXAS IN INSTRUMENT # _____.

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

THE STATE OF TEXAS §
COUNTY OF HAYS §

THIS PLAT HAS BEEN SUBMITTED AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY
OF KYLE, TEXAS, AND IS HEREBY APPROVED BY SUCH PLANNING AND ZONING COMMISSION.

DATED THIS _____ DAY OF _____, 20____

PLANNING & ZONING CHAIRPERSON



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-2099-PC: Las Lomas, Sec 2, Lot 3-C, Replat; Hold a Public Hearing followed by discussion with possible action regarding Las Lomas, Sec 2, Lot 3-C, Replat. **SHELL/MACHACEK**

Summary

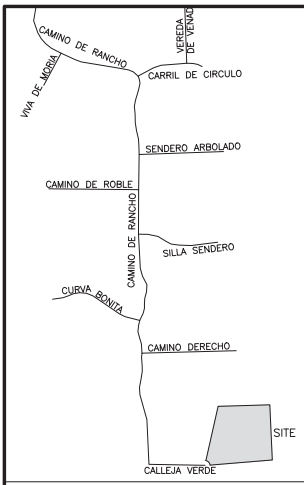
Las Lomas, Sec 2, Lot 3-C, Replat is a recorded subdivision located off Camino de Rancho in Wimberley and Precinct 3. The proposed subdivision will establish two (2) lots across 10.01 acres. Water utility will be accomplished by individual private wells and wastewater will be accomplished by on-site sewage facilities.

Attachments

Plat

Location Map

Cover Letter



SURVEYORS' NOTES

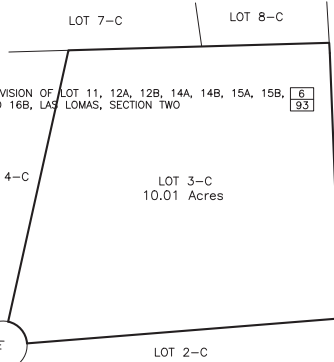
1. FENCES MENDERS.
2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.
3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0245F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X, (AREAS DETERMINED TO BE OUTSIDE THE 0.1% ANNUAL CHANCE FLOODPLAIN).
4. ORIGINAL SURVEY LINES SHOWN HEREON ARE APPROXIMATE ONLY AND WERE NOT LOCATED ON THE GROUND. THIS SURVEYOR DID NOT DETERMINE THE EXISTENCE OF ANY VACANCY, EXCESS, OR SHORTAGE OF AREA IN ANY OF THE ORIGINAL GRANTS SHOWN HEREON.
5. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.
6. THIS TRACT IS SUBJECT TO A 20' WIDE ELECTRIC EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE IN VOLUME 678, PAGE 833 OF THE HAYS COUNTY REAL PROPERTY RECORDS AND NOTED ON THE PLAT RECORDED IN VOLUME 6, PAGE 93 OF THE HAYS COUNTY PLAT RECORDS.
7. THESE LOTS ARE SUBJECT TO RESTRICTIONS RECORDED IN VOLUME 948, PAGE 443 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS.
8. ACCORDING TO SCALING FROM TCEQ MAPS ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE AND NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.
9. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY ISD.
10. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.
11. THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 AND 7.
12. THIS SUBDIVISION LIES WITHIN THE BARTON SPRINGS/EDWARDS AQUIFER GROUNDWATER CONSERVATION DISTRICT.
13. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.
14. ALL LOTS SERVED BY SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANOTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR THE PURPOSES OF THIS SUBPARAGRAPH.
15. THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNOBSTRUCTED VEHICULAR ACCESS BY EMERGENCY VEHICLES.
16. LOTS SMALLER THAN FIVE ACRES, WHICH ARE SERVED BY A SHARED ACCESS DRIVEWAY, WILL BE PROHIBITED FROM FURTHER SUBDIVISION UNLESS ADDITIONAL IMPROVED ACCESS IS PROVIDED.

VICINITY MAP - 1"=1000'

LEGEND

- VOL HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
- PG HAYS COUNTY PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND OR DIAMETER NOTED
- 1/2" IRON ROD FOUND WITH PLASTIC CAP STAMPED "BYRN SURVEY"
- CALCULATED POINT
- WIRE FENCE
- UTILITY LINE, POLE AND GUY
- IRON ROD FOUND WITH ALUMINUM CAP STAMPED "PRO-TECH ENG."
- DEED RESTRICTIONS RECORDED IN
- PLAT PLAT RECORDED IN

ORIGINAL SCALE
1" = 200'



ORIGINAL LOT CONFIGURATION
LOT 3-C, RESUBDIVISION OF LOT 11, 12A, 12B, 14A, 14B, 15A, 15B, 16A AND 16B, LAS LOMAS, SECTION TWO AS RECORDED IN VOLUME 6, PAGE 93 OF THE HAYS COUNTY PLAT RECORDS.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, TRAVIS EDUARDO SALINAS, OWNER OF 3C, LAS LOMAS, SECTION 2, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED 11/10/2021, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 21062496 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT THIS PROPERTY TO BE KNOWN AS REPEAT OF LOT 3C, LAS LOMAS, SECTION 2, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

TRAVIS EDUARDO SALINAS, OWNER
121 CALLEJA VERDE, WIMBERLEY, TX 78676

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TRAVIS EDUARDO SALINAS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT IN HAYS COUNTY INSTRUMENT NUMBER _____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____ M., AND DULY RECORDED ON THE ____ DAY OF _____, 20____, AT ____ O'CLOCK ____ M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN HAYS COUNTY INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

LOT 73-A
RIVER MOUNTAIN RANCH,
SECTION ONE
7
91


PEDERNALES ELECTRIC COOPERATIVE NOTES

- 1) PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN (15) FOOT WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND TEN (10) FOOT WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE OR REAR LOT LINES. PROPERTY WITHIN A PUBLIC ROADWAY OR ACCESS EASEMENT SHALL BE DESIGNATED AS A UTILITY EASEMENT.
- 2) ALL EXISTING OVERHEAD AND UNDERGROUND LINES SHALL POSSESS A TWENTY (20) FOOT WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE.
- 3) EACH LOT IS SUBJECT TO A FLOATING TEN (10) FOOT WIDE BY THIRTY (30) FOOT LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.
- 4) 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.
- 5) 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.

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 THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307



SURVEYING

P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945
FIRM NO. 10070500

LOT SIZE CATEGORIES

- TOTAL AREA = 10.013 AC.
- TOTAL NUMBER OF LOTS = 2
- AVERAGE LOT SIZE = 5.007 AC.
- NUMBER OF LOTS OVER 10 ACRES = 0
- NUMBER OF LOTS 5 - 10 ACRES = 2
- NUMBER OF LOTS 2 - 5 ACRES = 0
- NUMBER OF LOTS 1 - 2 ACRES = 0
- NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOP.
WATER-INDIVIDUAL WELLS
SEWER-INDIVIDUAL ON-SITE
SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:

NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC OR PRIVATE ROAD UNLESS: (a) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751; AND (b) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

| CURVE | RADIUS | DELTA ANGLE | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|--------|-------------|------------|---------------|--------------|
| C1 | 55.00' | 173°05'49" | 170.17' | N 40°58'13" W | 65.51' |
| C2 | 55.00' | 31°15'10" | 30.00' | S 61°53'32" E | 29.63' |

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

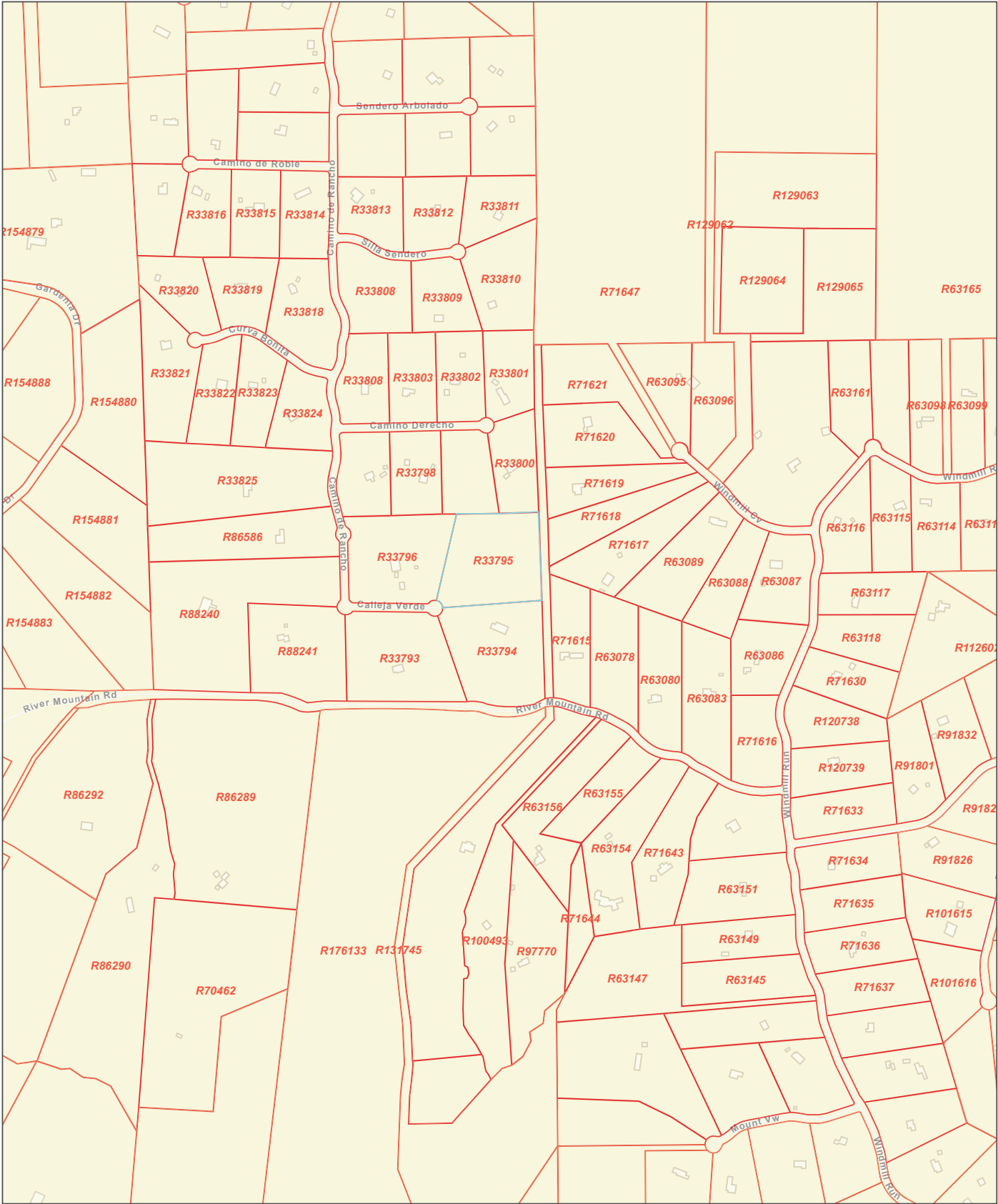
ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

RESUBDIVISION PLAT OF LOT
3-C, LAS LOMAS, SECTION TWO,
HAYS COUNTY, TEXAS

CLIENT: SALINAS, TRAVIS
DATE: 6/21/2022
OFFICE: K. SMITH
CREW: K. SMITH, BANKS
FB/PG: 783/55
PLAT NO. 28068-22-c

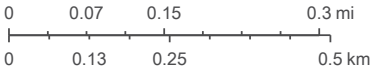
Hays CAD Web Map



3/8/2023, 11:04:34 AM

 Parcels

1:9,028



Esri Community Maps Contributors, City of Austin, Comal County, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US



Hays County Commissioners Court Agenda Request

Meeting Date: March 14th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Efren Chavez, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2099-PC: Las Lomas, Sec 2, Lot 3-C, Replat; Hold a Public Hearing followed by discussion and possible action regarding Las Lomas, Sec 2, Lot 3-C, Replat

BACKGROUND/SUMMARY OF REQUEST:

- A) Las Lomas, Sec 2, Lot 3-C, is a recorded lot located off Camino de Rancho, in Wimberley and Precinct 3.
- B) The proposed replat will establish two (2) lots across 10.01 acres. Water utility will be accomplished by Individual Private Wells and wastewater will be accomplished by On-Site Sewage Facilities
- C) Per Texas Local Government Code requirements, a public hearing for this proposed replat of Las Lomas, Sec 2, Lot 3-C, Replat will take place on March 14th, 2023, at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the replat will take place.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

Cover Letter



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Shell

Agenda Item

PLN-2116-NP; Discussion and possible action regarding the Rocky Creek Estates subdivision final plat. **SHELL/MACHACEK**

Summary

Rocky Creek Estates is a proposed subdivision plat consisting of two (2) lots across 12.00 acres located along Oakwood Loop in San Marcos and Precinct 3.

Water Utility will be accomplished by either private wells or rainwater collection. Wastewater Utility will be accomplished by individual on-site sewage facilities.

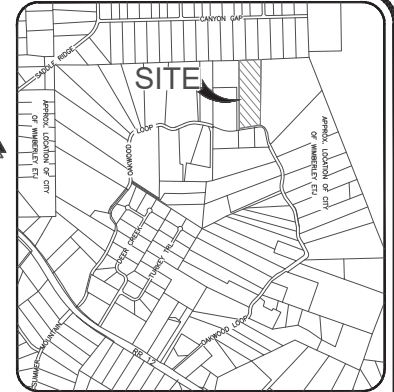
Attachments

Plat

Location Map

Cover Letter

**ROCKY CREEK ESTATES
BEING 12.00 ACRES OUT OF THE
G.C. & S.F. RAILWAY COMPANY SURVEY NO. 2, A-694
(O.G. PARK SURVEY)
(aka: LOT 18, OAKWOOD HILLS UNRECORDED SUBDIVISION)
HAYS COUNTY, TEXAS**



**VICINITY MAP
ZIP CODE: 78676**

PLAT NOTES

1. This subdivision lies within the Edwards Aquifer Recharge Zone.
2. No portion of this subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
3. A portion of this subdivision lies within the boundaries of the 100 year flood plain as delineated on Hays County F.I.R.M. Panel #48209C0355F, dated September 2, 2005.
4. Finished Floor Elevation (FFE) of any structures shall be one (1) foot above the 100-year flood elevation of 1005.30 based on Hays County Interim Feasibility Study by Huff Associates, Inc. dated 10/18/2013 which is deemed to be the best available data per the Hays County Floodplain Administrator.
5. This subdivision contains 2 lots for a total of 12.00 acres.
Lots less than 2.00 acres: 0
Lots 2.00 to 5.00 acres: 0
Lots 5.00 to 10.00 acres: 2
6. This subdivision lies within the following jurisdictions:
Emergency Services District #4 & #7
Wimberley Independent School District
Hays Trinity Groundwater Conservation District #5
7. Water supply for this subdivision will be provided by a private well and/or a rain water collection system.
8. Wastewater treatment for this subdivision will be provided by individual on-site sewage facilities.
9. Rainwater collection is encouraged and in some areas may offer the best renewable water resource.
10. Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
11. Telephone service for this subdivision is provided by Frontier.
12. Driveways shall comply with Chapter 721 of the Hays County Development Regulations, and be permitted through the Transportation Department of Hays County under Chapter 751.
13. All culverts, when required shall comply with the current Hays County standard.
14. In order to promote safe use of roadways and preserve the conditions of public roadways, no driveway constructed on any lot within this subdivision shall be permitted access onto a publicly dedicated county roadway unless a Driveway Permit has been issued by the appropriate County Road and Bridge Department.
15. No lots are to be occupied until OSSF Permitted or public sewer, water and electricity and roads have been provided and construction is completed and approved.
16. Post-development conditions runoff rate shall be no greater than the pre-developed condition for 2, 5, 10, 25, and 100 year storm events, per Hays County Development regulations, chapter 725, subchapter 3.02. Pre and post development runoff calculations shall be included with the construction drawings for this subdivision.
17. 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.
18. All roadways shall be designed and constructed in accordance with applicable Hays County standards, per Hays County Development regulations, chapter 721, subchapter 5.
19. No object, including buildings, fencing or landscaping which would interfere with conveyance of stormwater, shall be placed or erected within a Drainage Easement. The owner(s) of any lot(s) upon which drainage facilities are located, including detention, shall be responsible for maintenance and upkeep of such facilities.
20. 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.
21. Mailboxes placed within the ROW, shall be of an approved TxDOT or FHWA design.
22. Improvements exist on these lots which are not shown by this plat.
23. All lots served by a Joint Use Access Easement/Shared Access Driveway are restricted to one single family residence per lot and if any other Development of a Dwelling Unit occurs on any of the Lots obtaining access through the Joint Use Access Easement/Shared Access Driveway, then such new Dwelling Unit must be constructed on a separately platted lot with direct frontage onto and physical access to a Regulated Roadway prior to construction of the Dwelling Unit. A duplex will not be considered a single family residence for purposes of this subparagraph.
24. The owners of the Single Family Residences obtaining access through the Joint Use Access Easement/Shared Access Driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.
25. The maintenance agreement for the Shared Access Easement is recorded in Instrument No. _____
26. Under department regulations, this subdivision is exempt from the requirements to demonstrate the availability of water service. Further subdivision is prohibited for a duration of five (5) years, following the filing of the plat.
27. Topographic information shown herein derived from TNRIS LIDAR contours (2') for the Wimberley Quadrangle data set.
28. All bearings and distances shown herein are based upon the Texas Coordinate System, South Central Zone (4204), North American Datum 1983, GRS.
29. Shared Access Driveways providing access to any lot greater than 5 acres in size shall have a minimum width of 60 feet unless the lots are restricted from further subdivision. Therefore these lots will be prohibited from further subdivision.
30. Improvements exist on these lots which are not shown by this plat.
31. The current habitable structure for lot 1 should have a finished floor elevation of 1003.2 feet. Any future structures will need a separate determination of finished floor elevations because of variations in the floodplain.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

That we, Melvin Beam and Sherry Beam, owners of that certain tract of land shown hereon being a called 12.00 acre tract of land and described in a deed recorded in Volume 1758, Page 586, Official Public Records of Hays County, Texas, also known as Lot 18 of Oakwood Hills an unrecorded subdivision in Hays County Texas, do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to the public the use of utility easements shown hereon. This subdivision is to be known as the ROCKY CREEK ESTATES, BEING 12.00 ACRES OUT OF THE G.C. & S.F. RAILROAD COMPANY SURVEY NO. 2 (O.G. PARKE SURVEY), (a.k.a. LOT 18, OAKWOOD HILLS UNRECORDED SUBDIVISION), HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____ A.D. 20____

By: _____ By: _____
Melvin Beam, Owner Sherry Beam, Owner
PO Box 1271 PO Box 1271
Wimberley, Texas 78676 Wimberley, Texas 78676

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Melvin Beam and Sherry Beam, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they have executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL, of office this _____ day of _____ A.D. 20____

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Corderas, 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 entered into the minutes of said court in Resolution Number _____

WITNESS my hand and seal of office this the _____ day of _____ A.D. 20____

Ruben Becerra Elaine H. Corderas
County Judge County Clerk
Hays County, Texas Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and diminishing water quality, prospective property owners are cautioned by Hays County to question the seller concerning ground water availability. 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.

Eric Van Goasbeek, R.S., C.F.M. Date
Hays County Floodplain Administrator

Marcus Pacheco, Director Date
Hays County Development Services

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Arthur Vasquez Torres, Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described herein, and that there are no apparent discrepancies, conflicts, overlapping of improvements, or roads in place, except as shown on the accompanying plat, and that the corner monuments shown thereon were properly found or placed under my supervision in accordance with the Development Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal this _____ day of _____ A.D. 20____
RELEASED FOR REVIEW 02/23/23
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Arthur Vasquez Torres Date
R.P.L.S. # 5737, State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Al Carroll, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is not in the Edwards Aquifer Contributing Zone, nor is it in the Barton Springs Segment of the Edwards Aquifer Recharge Zone; it is however in the Recharge Zone of the Edwards Aquifer and is located within Zone X and Zone A flood areas, as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 45209C 0355 F effective date September 2, 2005, and that each lot conforms to the Hays County Development Regulations.

TO CERTIFY WHICH, WITNESS by my hand and seal at this _____ day of _____ A.D. 20____
RELEASED FOR REVIEW 02/23/23
Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Al Carroll Date
Registered Professional Engineer, No. 119251
State of Texas

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Corderas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____ A.D. 20____ at _____ o'clock _____m., in the plat records of Hays County, Texas, in Instrument Number _____

WITNESS my hand and seal of office this the _____ day of _____ A.D. 20____

Elaine H. Corderas
County Clerk
Hays County, Texas

The City of Wimberley has deferred review of this subdivision to Hays County.

Mike Biese
City Administrator
City of Wimberley, Texas

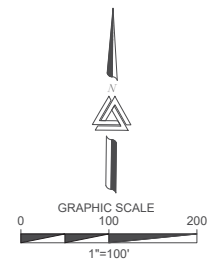
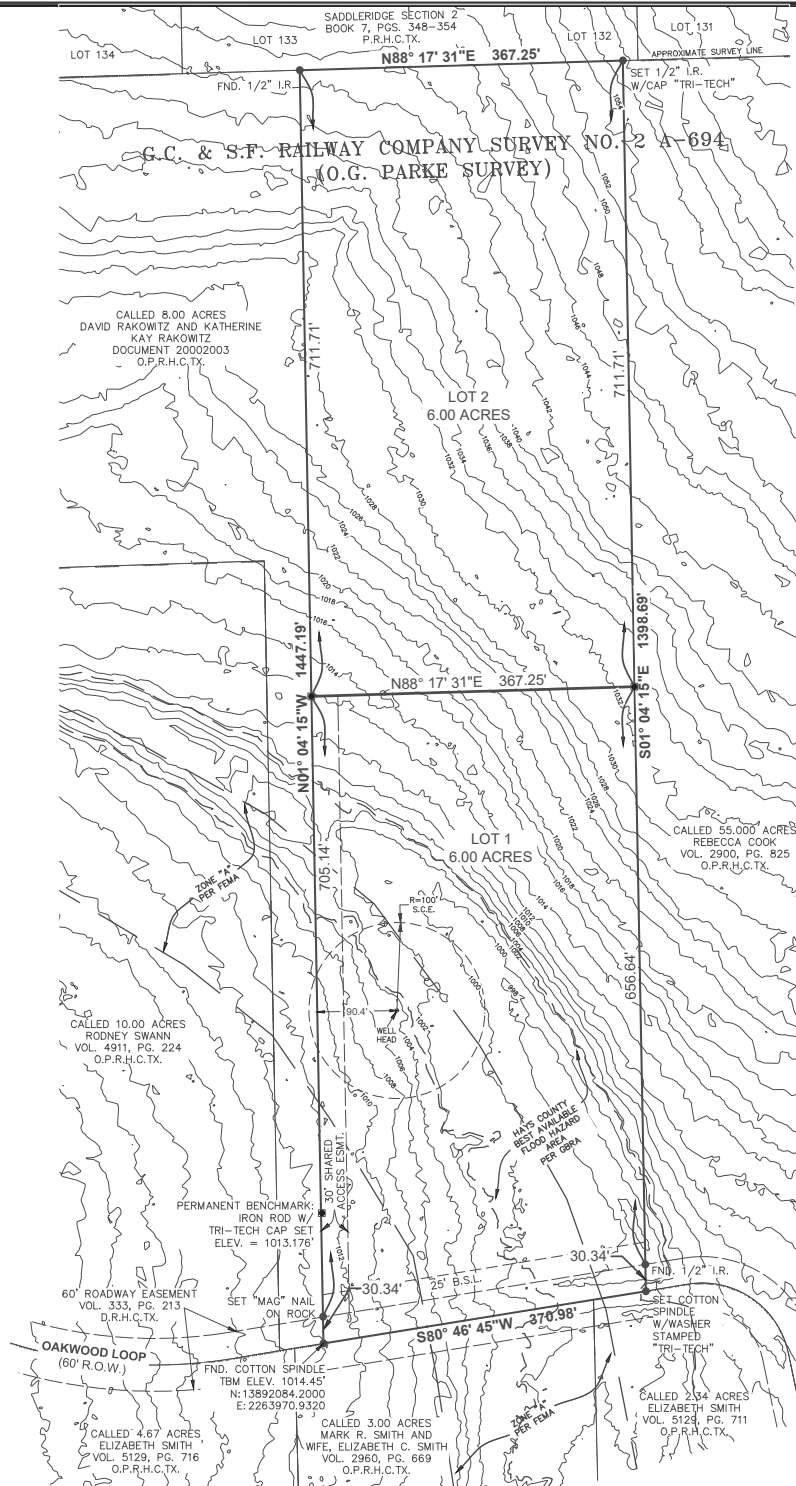
PEDERNALES ELECTRIC COOPERATIVE NOTES

1. Pedernales Electric Cooperative (PEC) is hereby dedicated a fifteen (15) foot wide utility easement along all lot lines adjoining a public right-of-way and a ten (10) foot wide utility easement along all other front, side, or rear lot lines. Property within a public roadway easement shall be designated as a utility easement.
2. All existing overhead and underground lines shall possess a twenty (20) foot wide utility easement centered 10' each side of the line.
3. Each lot is subject to a floating ten (10) foot wide by thirty (30) foot long guy wire easement as required by PEC.
4. 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.
5. No buildings or any other obstructions shall be placed within utility easements. Where access is obstructed within easement PEC shall have the right to ingress and egress over grantors adjacent land to and from said utility easement.

PLAN 577X
SM-22-1126000
SMS-MC537-22

ENGINEER: _____ SURVEYOR: _____
TRI-TECH
ENGINEERING SURVEYING PLANNING
155 RIVERWALK DRIVE
SAN MARCOS, TEXAS 78666
PH: 512-440-0222
FAX: 512-440-0222
www.tritechtx.com
TBPES REGIS. #10193729
TBPES REGIS. #1-18693
SHEET 1 of 2

ROCKY CREEK ESTATES
BEING 12.00 ACRES OUT OF THE
G.C. & S.F. RAILWAY COMPANY SURVEY NO. 2, A-694
(O.G. PARKE SURVEY)
(aka: LOT 18, OAKWOOD HILLS UNRECORDED SUBDIVISION)
HAYS COUNTY, TEXAS



| LEGEND | | | |
|--------|------------------------------|---------|---|
| ■ | IRON ROD W/ TRI-TECH CAP SET | ROW | RIGHT OF WAY |
| ● | IRON ROD FOUND | OPRHCTX | OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS |
| ○ | IRON ROD | DRHCTX | DEED RECORDS OF HAYS COUNTY, TEXAS |
| FND | FOUND | RPRHCTX | REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS |
| U.E. | UTILITY EASEMENT | | |
| B.S.L. | BUILDING SETBACK LINE | | |

*FLOODPLAIN SHOWN HEREON IS DEEMED TO BE THE BEST AVAILABLE DATA PER THE HAYS COUNTY FLOODPLAIN ADMINISTRATOR

ENGINEER: **TRI-TECH** SURVEYOR:
 FEBRUARY 23, 2023
 155 RIVERWALK DRIVE
 SAN MARCOS, TEXAS 78666
 PH: 512-440-0222
 www.tritechtx.com
 TBPLS REGIS. #10193729
 TBPL REGIS. #1-18693
SHEET 2 of 2

PLAN 577X
 SM-22-1126000
 SMS-MC537-22



Hays County Commissioners Court Agenda Request

Meeting Date: March 14th, 2023

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2116-NP; Discussion and possible action regarding the Rocky Creek Estates Subdivision, Final Plat

BACKGROUND/SUMMARY OF REQUEST:

- A) Rocky Creek Estates is a proposed subdivision plat consisting of two (2) lots across 12.00 acres located along Oakwood Loop in San Marcos and in Precinct 3.
- B) Water utility service will be accomplished via individual private wells or rainwater collection. Wastewater treatment will be accomplished via individual on-site sewage facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Gov't Code Chapter 232 and the Hays County Development Regulations as set forth. The item remaining pertains to discussion and possible action for final determination of the Final Plat.

The application has no variances requested. Staff recommends Approval for the Rocky Creek Estates, Final Plat.

ATTACHMENTS/EXHIBITS:

Plat

Location Map



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Colby Machacek, County Planner

Sponsor:

Commissioner Smith

Agenda Item

PLN-2162-PC; Call for a Public Hearing on March 28th, 2023 followed by discussion and possible action regarding the Oakridge Park at Kinnicunik, Lot 7 & Part of Lot 6, Replat. **SMITH/MACHACEK**

Summary

Oakridge Park is a recorded subdivision located off of FM 1826 and Darden Hill Road in the Dripping Springs area and Precinct 4.

Water utility will be achieved by individual private well. Wastewater treatment will be accomplished by individual on-site sewage facilities.

The proposed replat will combine a portion of Lot 6, all of Lot 7, and a portion of unplatted acreage into one (1) lot to be known as Lot 7A consisting of 11.325 acres.

Attachments

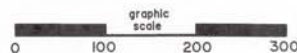
Plat

Location Map

Cover Letter

REPLAT OF LOT 7 AND A PORTION OF LOT 6 OAKRIDGE PARK SECTION 5 AT KINNICINIK

SCALE: 1" = 100'



prior tract
configuration



Legend

- 1/2" Iron Rod Found
 - ⦿ 1/2" Iron Pipe Found (unless noted)
 - ⊙ 1/2" Iron Rod Found with plastic cap
 - Hays County Aluminum Disk Found
 - Calculated Point
- (Record Bearing and Distance)

Orientation for this survey was based upon the
State Plane Coordinate System.
(4204 -- Texas South Central Zone)

John J. Sheffield and
Anna Marie Sheffield
(25.04 Acres)
Warranty Deed
Volume 1321 Page 240

PLAT INFORMATION:

TOTAL AREA: 11.325 ACRES
TOTAL NUMBER OF LOTS: 1
AVERAGE SIZE OF LOTS: 11.325 ACRES
NUMBER OF LOTS OVER 10 ACRES: 1
NUMBER OF LOTS 5-10 ACRES: 0
NUMBER OF LOTS 2-5 ACRES: 0
NUMBER OF LOTS 1-2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRE: 0

OWNER/DEVELOPER:
FITZHUGH BUSINESS CENTER, LTD.
4161E US HWY 290
DRIPPING SPRINGS, TX 78620

SURVEYOR:
HOLT CARSON, INC.
1904 FORTVIEW ROAD
AUSTIN, TEXAS 78704
(512) 442-0990

**FANNIE A.D. DARDEN SURVEY
ABSTRACT NO. 664**

HMAXRWW LLC
General Warranty Deed
Instrument No. 21027626
formerly
Eire Enterprises, Inc.
"Tract 1"
General Warranty Deed
Volume 5040 Page 13

**OAKRIDGE
PARK SECTION 5
AT KINNICINIK
Volume 1 Page 11**

**LOT 7A
11.325 ACRES**

**OAKRIDGE PARK SECTION 5
AT KINNICINIK
Volume 1 Page 11**

Mark Allan Rizzo and
Shannon Diane Rizzo, Trustees
General Warranty Deed
Instrument No. 29028151

THE STATE OF TEXAS
THE COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS,
THAT FITZHUGH BUSINESS CENTER, LTD.,
ACTING BY AND THROUGH ITS MANAGING MEMBER WILLIAM F. SMITH,
OWNER OF (11.325 ACRES) OF LAND OUT OF THE FANNIE A.D. DARDEN
SURVEY ABSTRACT No. 664 IN HAYS COUNTY, TEXAS, CONVEYED TO IT
BY GENERAL WARRANTY DEED RECORDED IN DOCUMENT NO. 23002969
OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND WHICH (11.325
ACRES) INCLUDES ALL OF LOT 7 AND A PORTION OF LOT 6, OAKRIDGE PARK SECTION 5
AT KINNICINIK, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR
PLAT THEREOF RECORDED IN VOLUME 1 PAGE 11 OF THE PLAT RECORDS OF HAYS
COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID (11.325 ACRES) TRACT OF LAND IN
ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS

REPLAT OF LOT 7 AND A PORTION OF LOT 6 OAKRIDGE PARK SECTION 5 AT KINNICINIK

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND
NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS
AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE ____ DAY OF _____, A.D., 20__.

WILLIAM F. SMITH, MANAGING MEMBER
FITZHUGH BUSINESS CENTER, LTD.

THE STATE OF TEXAS
THE COUNTY OF HAYS
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED WILLIAM F. SMITH
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT SHE
EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN
EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF
_____, A.D., 20__.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

**REPLAT OF LOT 7 AND
A PORTION OF LOT 6
OAKRIDGE PARK SECTION 5
AT KINNICINIK**

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF DRIPPING SPRINGS.

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

THE STATE OF TEXAS
THE COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ A.D. 202____, AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT No. _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 202____.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO DIRECTOR
HAYS COUNTY DEVELOPMENT
SERVICES DEPARTMENT

ERIC VAN GAASBEEK
HAYS COUNTY FLOODPLAIN
ADMINISTRATOR

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS NOT LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DRIPPING SPRINGS.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP PANEL No. 48209C 0140 F, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM PRIVATE WATER WELLS.
7. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY AN ON-SITE SEWAGE FACILITY.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
9. TELEPHONE SERVICE MAY BE AVAILABLE FROM FRONTIER COMMUNICATIONS.
10. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY HAYS COUNTY.

STATE OF TEXAS
COUNTY OF TRAVIS

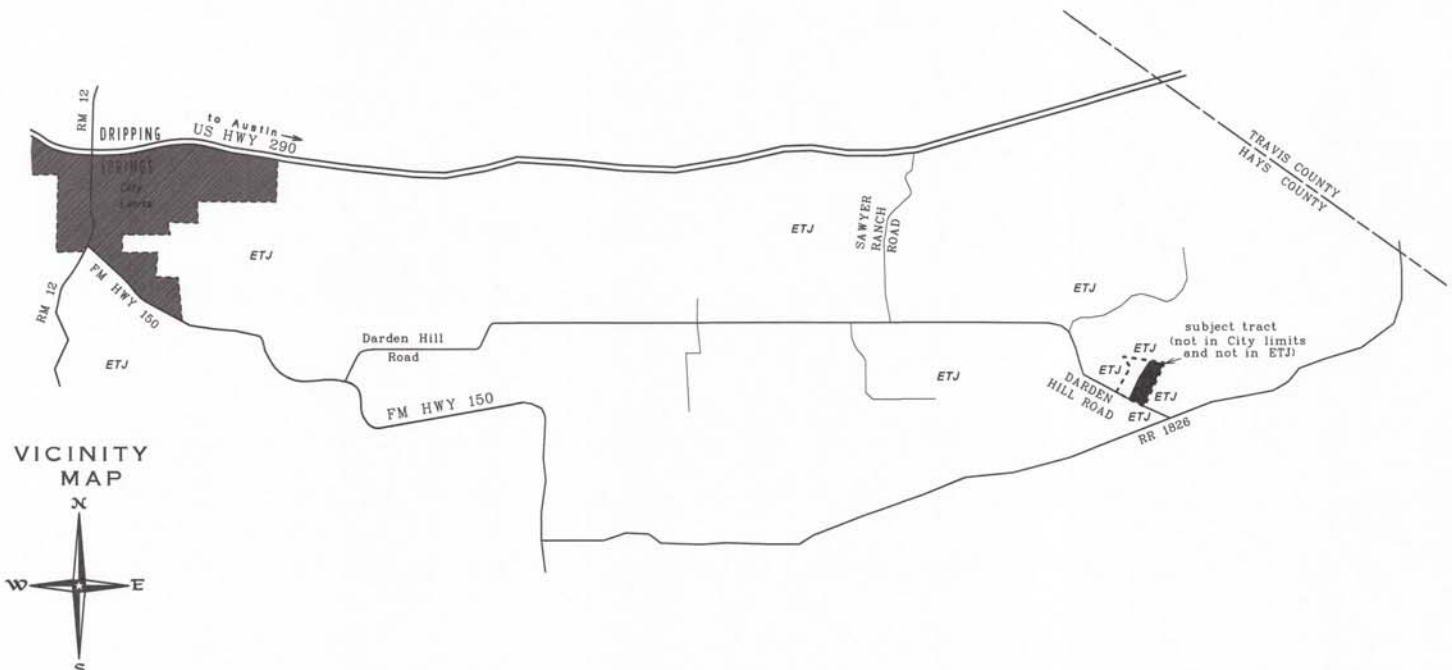
KNOW ALL MEN BY THESE PRESENTS:

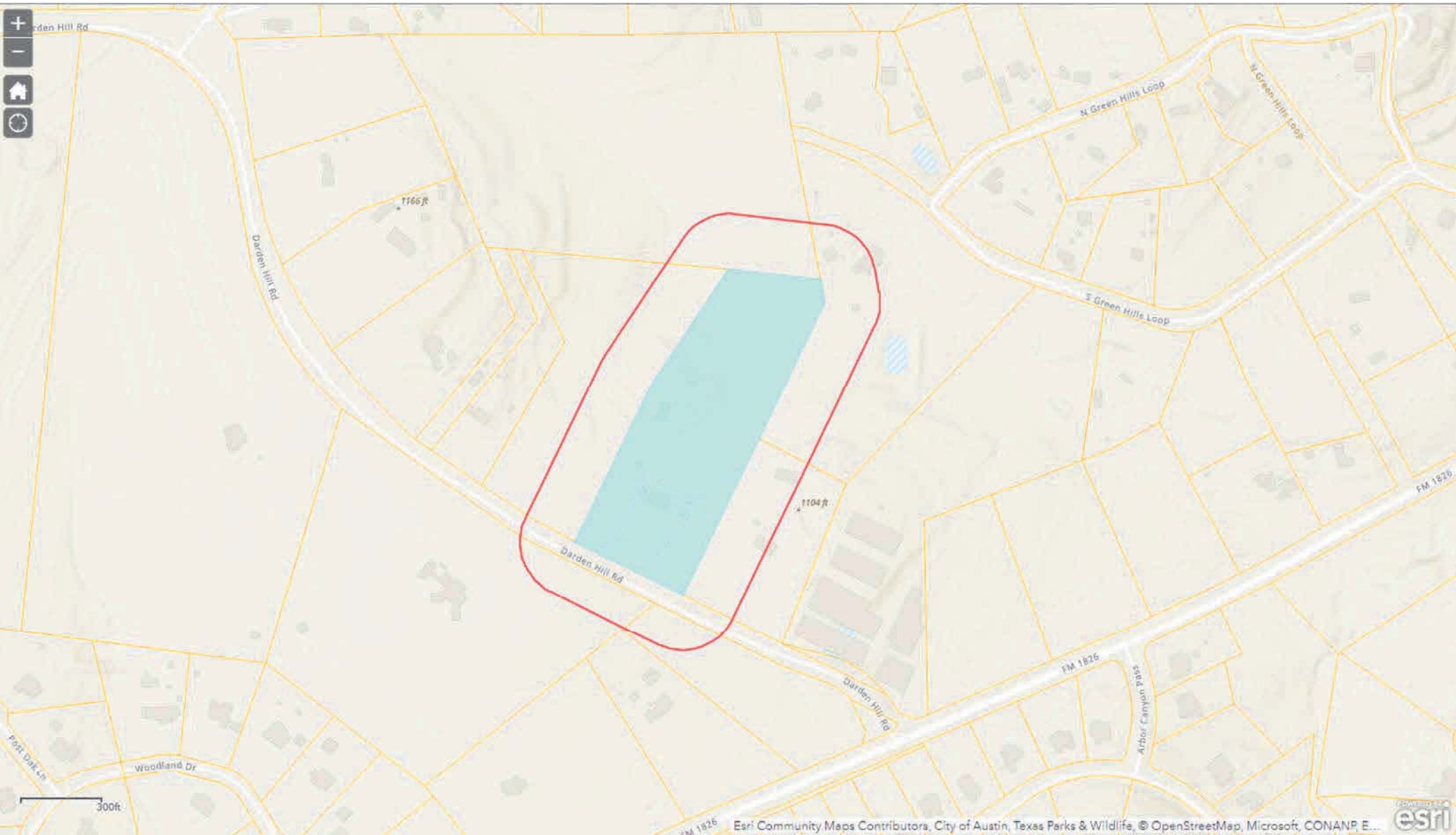
THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS AND THE CITY OF DRIPPING SPRINGS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

ANNE THAYER
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5850
HOLT CARSON, INC.
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704

1-30-23

DATE







Hays County Commissioners Court Agenda Request

Meeting Date: March 28th, 2023

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2162-PC; Call for a Public Hearing on March 28th, 2023 followed by discussion and possible action regarding the Oakridge Park at Kinnicinik, Lot 7 & Part of Lot 6, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Oakridge Park is a recorded subdivision located off of FM 1826 and Darden Hill Road in the Dripping Springs area and Precinct 4.
- B) Water utility will be achieved by individual private well. Wastewater treatment will be accomplished by individual on-site sewage facilities.
- C) The proposed replat will combine a portion of Lot 6, all of Lot 7, and a portion of unplatted acreage into one (1) lot to be known as Lot 7A consisting of 11.325 acres.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

The actions remaining are to hold a public hearing on March 28th, 2023 and seek Commissioners Court final determination based on staff recommendation.

ATTACHMENTS/EXHIBITS:

Plat

Location Map



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a proposal from Basic IDIQ Inc. for the repairs and awning replacements to the shade structures at 5 Mile Dam in the amount of \$36,240.41 and amend the budget accordingly. SHELL/T.CRUMLEY

Summary:

There are currently three shade structures at 5 Mile Dam. They are all missing their fabric triangular awning shades (two each for a total of six), and one shade structure is missing an 8" steel post. Building Maintenance has secured three quotes, and would like to contract with Basic IDIQ, Inc., under BuyBoard Contract #581-19 for these repairs and awning replacements to the shade structures.

Fiscal Impact:

Amount Requested: \$36,240.41

Line Item Number: 170-657-00.5719_700

Budget Office:

Source of Funds: Infrastructure Improvement Fee Fund

Budget Amendment Required Y/N?: Yes

Comments: Possible funding source

\$36,241 - Increase Misc. Equipment_Capital 170-657-00.5719_700

(\$36,241) - Decrease Misc. Capital Improvements 170-657-00.5741

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Buy Board Contract #581-19

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Basic IDIQ Quote

Sullivan Contracting Quote

TFL Quote



February 10, 2023

Hays County

Attention: Chris Deichmann

Reference: San Marcos Five Mile Dam Canopy Installation

Subject: Price Proposal
Buyboard #581-19

Dear Mr. Deichmann,

Basic IDIQ Inc. is pleased for the opportunity to submit this proposal for the noted work and will be looking forward to hearing from you in the near future. Please contact me directly at any time if any clarifications or if further information is needed.

Respectfully,

A handwritten signature in black ink, appearing to read 'Nikolaus Mitchell', is written over a light blue horizontal line.

Nikolaus Mitchell
Project Manager
Basic IDIQ, Inc
832-334-6692
nmitchell@basicidiq.com

Attachments:
Scope of Work
Estimate
Cost Summary

SCOPE OF WORK
Hays County
Five Mile Dam Park Canopy Installation
2/10/23

GENERAL:

This project provides for the renovations at the San Marcos Five Mile Dam Park.

1.0 SCOPE OF WORK:

In accordance with this scope of work and provided drawings, all labor, materials, supervision, equipment, insurance, taxes, overhead, and all other things or services necessary to furnish and install components and systems to provide for the renovation of the affected areas as indicated herein.

Work includes but is not limited to the following:

1.1 Canopy Installation

1.1.1 Excavation/Demo:

Work includes but is not limited to the following:

- 1) Excavate to expose existing footings and anchor bolts
- 2) Spread removed soil around grass area

1.1.2 Installation:

Work includes but is not limited to the following:

- 1) If existing anchor bolts and footings are viable, install new 8" steel support column. Powder coat to match existing poles
- 2) Install three (3) new triangle sail shades. To match existing layout in photo provided
- 3) Clean area after work is complete

2.0 DRAWINGS AND SPECIFICATIONS:

Photo provided via email from Chris Deichmann on 2/8/23 at 11:21 a.m.

2.1 DRAWING AND SKETCHES:

Photo provided via email from Chris Deichmann on 2/8/23 at 11:21 a.m.

2.2 SPECIFICATIONS:

Work shall be performed per the requirements of the latest edition of the applicable local, state and federal codes and standards.

3.0 SUBMITTALS:

Subcontractor shall submit the indicated number of copies of each required submittal. Submittals shall be submitted and approved prior to incorporating that material or activity into the project. Submittals required by specification and/or drawings shall be made regardless of whether or not they are listed on this schedule.

3.1 SUBMITTAL TYPE AND DESCRIPTION OUTLINE:

| Type | Description | Type | Description |
|------|-------------------------------------|----------|--|
| A | Shop Drawings | <u>G</u> | Application Instructions |
| B | Manufacturer's Catalog Cuts/Data | H | Operations & Maintenance (O&M) Manuals |
| C | Certificate/Certification | I | Color Samples |
| D | Performance Test Reports | J | Red Line Drawings |
| E | Sample of Testing | | |
| F | Notification of Sample Availability | | |

3.2 PROJECT SUBMITTAL REQUIREMENTS:

| Required Submittal | Quantity | Due Date | Type |
|--------------------|----------|----------|------|
| Shade Color | 1 | | I |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

4.0 SPECIAL CONSIDERATIONS:

Special considerations are applicable to this project as outlined in the following:

- 4.1 BASIC IDIQ, Inc. will contact the client project manager for equipment outages as required. Basic will provide a minimum of two (2) working day(s) notice for proper outage coordination.
- 4.2 Normal working hours for this project is 0700 to 1700. Working outside of standard hours or on weekends and holidays will be coordinated and approved by the owner/client. Proposed numbers do include some premium time hours.
- 4.3 All work performed shall be in accordance with the applicable requirements of the latest edition of the Occupational Safety and Health Act (OSHA), Basic IDIQ, Inc. Safety Manual and Client procedures as applicable.
- 4.4 Work areas will be maintained in a clean and orderly manner with materials, tools, and equipment properly stored and utilized to prevent hazards for worker and incidental personnel in the area. Provide barricades, signs, and other devices as necessary to ensure facility occupants are notified and shielded from dangers that work areas may pose
- 4.8 Work activities and installations are subject to in process inspections and completion inspections by the Client personnel. No "hold points" are imposed on this project; however, items/materials installed which are not accessible after installation may be subject to rework if verification of acceptable installation is not possible
- 4.9 Owner property will be properly protected from damage by construction activities.
- 4.1.2 Please note that this proposal is good for **30 days** unless extension is agreed by Basic IDIQ, Inc.

5.0 Exclusions:

All exclusions are applicable to this project as outlined in the following:

- 1) Anything not specifically stated in this SOW.
- 2) Abatement or remediation of any kind.
- 3) Electrical, HVAC, life systems or plumbing of any kind.
- 4) Additional repairs to any other part of the park not in this SOW.
- 5) 3rd party inspections.
- 6) Removal of any trees or foliage.
- 7) Install or maintenance of sod or foliage of any kind.
- 8) Repair or modification of existing poles.
- 9) Installing of new footing if existing footing is not viable.

| CostWorks 2023 - Hays County Canopy Installation | | | | | | | | | | | | |
|---|----------------|---|---------|--------------------|-------------------|-----------------|--------------------|--------------------|-----------------|---------|---------|---------------------|
| Qty | CSI Number | Description | Unit | Bare Mat. | Bare Labor | Bare Equip. | Total | Total Incl. O&P | Zip Code Prefix | Type | Release | Note |
| 1.000 | 05122 305 9000 | Canopy framing, structural steel, shop fabricated, minimum labor/equipment charge | Job | 0.00 | 355.00 | 0.00 | 355.00 | 570.00 | 786 | R and R | 2023 | New column |
| 2,400.000 | 13312 350 0200 | Tension structure, rigid steel/aluminum frame, vinyl coated polyester fabric shell, 60' clear span, 6,000 SF, excl. foundations or floors | SF Flr. | 32,400.00 | 4,152.00 | 792.00 | 37,344.00 | 43,080.00 | 786 | R and R | 2023 | Fabric for canopies |
| Totals | | | | \$32,400.00 | \$4,507.00 | \$792.00 | \$37,699.00 | \$43,650.00 | | | | |

Hays County
Five Mile Dam Park Canopy Installation
Buyboard #581-19



| | |
|---|-----------|
| Means Based Pricing (Modified by City Cost Index) | 43,650.00 |
|---|-----------|

| | | |
|--|----------|------------------|
| Bid Coefficient (Means Based Pricing Only) | 0.8100 | (8,293.50) |
| | Subtotal | <u>35,356.50</u> |

Non Pre-Priced Items:

0.00

Overhead
Profit

0.00

Subtotal - Non Pre-priced

0.00

Subtotal 35,356.50

-

Subtotal 35,356.50

Payment and Performance Bonds

883.91

Final Total

36,240.41

Approved By: _____

Estimated By: Nikolaus Mitchell - Project Manager



Quote: 1623020 / Date: 1/19/2023
Project Number: 1623020

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: Five Mile Dam Tension Awnings

Scope of Work

Choice Partners Contract # 21/039MR-14

ATTENTION: Chris Deichmann

- Install 8" column where column is missing (Column figured to be reattached to existing concrete footing, additional pricing may be needed if new footing is needed)
- Paint new column to match existing
- Provide and install 6 new shade panels to attach to columns (No adjustments to existing columns figured)
- Seams on panels will be sewn with Solarfix UV lifetime thread (Color to be determined by owner)
- Clean mess generated by construction

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: 1623020 / Date: 1/19/2023
Project Number: 1623020

Summary

| | |
|----------|--------------|
| Subtotal | \$ 39,974.07 |
| Taxes | \$ 0.00 |

\$ 39,974.07

Accepted By

Date

.....

TFL INC.

THE FENCE LADY

104 KENDALL RIDGE
BOERNE, TX 78015

Estimate

| Date | Estimate # |
|------------|------------|
| 11/17/2022 | 1921 |

Name / Address

Hays County
Shade Structures 5MD
712 S Stagecoach Trail
San Marcos, TX 78666

| | | P.O. No. | Project | | | |
|--|--|----------|-----------|--------------|--------|-----------|
| | | | | | | |
| Item | Description | Qty | Amount | Cost | Markup | Total |
| general co... | <p>SOW for Hays County Shade Structures at Five Mile Damn:</p> <ul style="list-style-type: none">- There are three existing shade structures that have no shades on the walkaway to the concession building at 5MD- each structure receives 2- 29' x39' x39' fabric triangular shades for a total of six sails- on of the shade structures is missing an 8" steel post- price includes fabrication, purchase and installation of structural post and sail fitting to reattach all six triangular shade sails <p>Note: pricing reflects the deduction of existing structure in place currently that are in good enough shape to accept new shades.</p> | 1 | 37,341.46 | 37,341.46 | | 37,341.46 |
| Choice Partners Contract # 18/029JN-14 | | | | Total | | |
| | | | | \$37,341.46 | | |

Signature _____

Phone #

830-822-1822

E-mail

RDEAN1473@AOL.COM

Web Site

www.thefencelady.com



AGENDA ITEM REQUEST FORM: K. 2.

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to approve vendors for the September 23rd Mermaid Capital of Texas Fest organized by the San Marcos Mermaid Society in accordance with the Hays County Property Use Policy. **BECERRA**

Summary



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Shari Miller

Sponsor:

Judge Becerra

Agenda Item:

Presentation, discussion, and possible action of Classification and Compensation Study Report by Management Advisory Group International. **BECERRA/MILLER**

Summary:

Management Advisory Group International will present their report and recommendations on the classification and compensation study findings.

Fiscal Impact:

Amount Requested: TBD

Line Item Number:

Budget Office:

Source of Funds: Multiple

Budget Amendment Required Y/N?: TBD

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Request for Proposal 2022-P09, Comprehensive Classification and Compensation Study

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Social Service Funding Agreement between Hays County and San Marcos Texas Community Radio Association, KZSM, 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 and to ensure a functional emergency response radio system for San Marcos emergency response.

Attachment:

Social Service Funding Agreement

Fiscal Impact:

Amount Requested: \$50,000.00

Line Item Number: 011-763-99-159.5600_019

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$50,000 - Increase Project Contributions KZSM 011-763-99-159.5600_019

(\$50,000) - Decrease Operating Expense 011-763-99-159.5301

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes, Project Contributions

New Revenue Y/N?: N/A

Comments: N/A

Attachments

Social Service Funding Agreement - KZSM

KZSM - PW

**HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH SAN MARCOS TEXAS COMMUNITY RADIO ASSOCIATION**

This Social Service Funding Agreement ("the Agreement"), is made by and between **Hays County, Texas** (the "County") located at 712 S. Stagecoach Trail, Suite 1071, Texas 78666, and the **San Marcos Texas Community Radio Association** (the "Agency"), a non-profit corporation, located at 216 N Guadalupe Street, San Marcos, Texas 78666.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to procure the necessary expertise and equipment to transfer the KZOS license to KZSM and ensure a functional emergency response radio system for San Marcos emergency response; and

WHEREAS, the Agency would like to request funding from the County made available under Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act ("ARPA Act");

WHEREAS, the County seeks to implement funding derived from the ARPA Act after March 2, 2021 in order to maximize benefits for Hays County residents; and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the ARPA Act funds.

NOW, THEREFORE, WITNESSETH:

Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

1. **Effective Date.** The effective date of this Agreement ("Effective Date") is the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.
2. **Term.** The initial term of this Agreement is from the Effective Date to provide ARPA Act funding through December 31, 2024. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering ARPA Act Funds, until December 31, 2024. After 2024, the contract must be revisited by County's governing body.

I.

GENERAL OVERVIEW

- 1.1 **Purpose.** The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for Hays County residents.
- 1.2 **Use of Funds.** The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").
- 1.3 **Distribution of ARPA Act Funds.** The County will pay ARPA Act funds during the period that begins on the Effective Date and ends on December 31, 2024. All funding will comply with ARPA program guidelines and services described in Exhibit A as attached.

The Agency agrees to accept the not to exceed amount of \$50,000.00 that will be disbursed from ARPA Act Funds.

II.

AGENCY PERFORMANCE REQUIREMENTS

- 2.1 **Subrecipient Status.** The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the ARPA Act funds (SLFRF Assistance Listing Number – Hays County ALN 21.027 awarded by United States Department of the Treasury) consistent with the terms and conditions of this Agreement and the Act. As a Subrecipient, the Agency will be responsible for, among other things, determining eligibility for distribution of Federal funds, making programmatic decisions, and taking responsibility for compliance with the ARPA Act and other federal laws.
- 2.2 **Single Audit Act.** The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.
- 2.3 **Allowable Expenditures.** The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto

and incorporated herein. The agency may elect to take the 10% de minimis indirect cost rate allowed by 2 C.F.R. Part 200. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$50,000.00 from ARPA Act Funds.

IV.

ADDITIONAL REQUIREMENTS RELATED TO THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

- 4.1 Use of Funds
- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 4.2 Scope of Activities; Budget.
- a. Activities. The Agency shall provide and administer the ARPA Act activities with the provisions of this Agreement (hereinafter "Activities").
 - i. Such Activities shall include those activities included in the ARPA Act funds budget attached to this Agreement as Exhibit A.
 - ii. The Agency shall make no unauthorized changes in the ARPA Act Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Agency and approval by the County. All other changes must be amended in accordance with Section V of this Agreement.
 - b. Budget. The Agency has submitted for approval to the County a detailed ARPA Act funds budget;

which, in its approved form, is attached hereto as Exhibit A (hereinafter "Budget"). The County and the Agency may mutually agree to revise said budget from time to time in accordance with existing County policies. The County will pay to Agency ARPA Act funds consistent with Agency's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Agency will be made for eligible expenses actually incurred and shall not exceed actual cash requirements.

- 4.3 Period of Performance The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on the Effective Date, and ends on December 31, 2026.
- 4.4 Reporting Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 4.5 Payment
- a. Amount of Grant. The amount to be paid to the Agency for the provision and administration of Activities under this Agreement shall be the total budget amount included in the ARPA funds budget attached to this contract as Exhibit A, payable as follows: drawdowns for the payment of eligible expenses shall be made upon Exhibit C, reviewed and approved by Hays County Program Manager for eligibility under the ARPA and for compliance with the terms of this Agreement.
 - b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Agency as a reimbursement and shall be expressly contingent upon (i) the Agency submitting a request on Exhibit C, that (a) states Professional Services, and certain costs for delivering Radio Broadcasting Services including Equipment, Supplies, and Contractual Services, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, copy of Contracts for Consulting Service, Invoices and Proof of Payment for Professional Installation Services, Equipment, Supplies, Contractual Services, Rent/utilities, Administrative and Specific Costs paid by the Agency during the preceding month, and (ii) review, approval and audit of the Exhibit C by the County Program Manager and/or the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.
- 4.6 Insurance Payments Funds may be used to pay for Insurance Premiums for Hays County Residents who are uninsured.
- 4.7 Maintenance of and Access to Records
- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been

expended or returned to Treasury, whichever is later.

- 4.8 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 4.9 Administrative Costs Recipient may use funds provided under this award to cover both direct and indirect costs.
- 4.10 Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 4.11 Conflicts of Interest Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 4.12 Compliance with Applicable Law and Regulations
- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

- 4.13 Remedial Actions In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 4.14 Hatch Act Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 4.15 False Statements Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 4.16 Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

4.17 Debts Owed the Federal Government

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

4.18 Disclaimer

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

4.19 Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4.20 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally

owned vehicles.

- 4.21 Reducing Text Messaging While Driving Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

V

GENERAL CONDITIONS

- 5.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.
- 5.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 5.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 5.4. Venue and Law. Venue for any legal action related to this Agreement is in Hays County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.
- 5.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 5.6. Termination. This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.
- 5.7. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 5.8. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.
- 5.9. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code

Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

5.10 Notices. Notices required by this Agreement are as follows:

County;

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

and

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

Agency:

San Marcos Texas Community Radio Association
216 N Guadalupe Street
San Marcos, Texas 78666
Attention: Jeremy Garrett

5.11 Procurement. The Parties recognize that Agency's status as a Subrecipient satisfies procurement requirements under 2 C.F.R. Part 200. However, should the laws of the State of Texas also or instead be applied to this Agreement, then the Parties agree that the Hays County Commissioners Court, by way of approving this Agreement, has granted an exemption to competitive procurement pursuant to Texas Local Government Code §262.024(a)(4) and §262.024(a)(2).

(SIGNATURE PAGE FOLLOWS)

HAYS COUNTY, TEXAS.

By: _____
Ruben Becerra
Hays County Judge

_____ Date

ATTEST:

By: _____
Elaine H. Cardenas MBA PhD

_____ Date

San Marcos Texas Community Radio Association

By: _____
Jeremy Garrett
President

_____ Date

Exhibit A

| Budget | | |
|--------|--|--------------------|
| Line | Item | Approved Budget |
| | PERSONNEL | |
| 1 | Salaries | \$0.00 |
| 2 | Fringe Benefits | \$0.00 |
| 3 | SUBTOTAL PERSONNEL | \$0.00 |
| | OPERATIONS | |
| 4 | Professional Services | \$22,518.50 |
| 5 | Equipment | \$21,381.50 |
| 6 | Supplies | \$0.00 |
| 7 | Contractual Services | \$6,100.00 |
| 8 | Rent/Utilities | \$0.00 |
| 9 | Department Specific Costs | \$0.00 |
| 10 | | \$0.00 |
| 11 | | \$0.00 |
| 12 | | \$0.00 |
| 13 | | \$0.00 |
| 14 | | \$0.00 |
| 15 | | \$0.00 |
| 16 | | \$0.00 |
| 17 | | \$0.00 |
| 18 | | \$0.00 |
| 19 | | \$0.00 |
| 20 | SUBTOTAL OPERATIONS | \$50,000.00 |
| 21 | Personnel and Operations Subtotal | \$50,000.00 |
| | INDIRECT COST | |
| 22 | Administration - 10% de minimus | \$0.00 |
| 23 | SUBTOTAL Indirect Cost | \$0.00 |
| | TOTALS | \$50,000.00 |

**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT
TO THE AMERICAN RESCUE PLAN ACT**

The County of Hays (the “County”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of November 22, 2022, by and between the Agency and the County (the “Agreement”). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Subrecipient shall comply with the following federally required supplementary conditions (the “Supplementary Conditions”) which are hereby incorporated into the Agreement.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

SUPPLEMENTARY CONDITIONS

The following terms and conditions apply to the Agreement.

GENERAL CONDITIONS

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.
- 2. STATUTORY AND REGULATORY COMPLIANCE.** Subrecipient shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS.** The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Subrecipient or any of its subcontractors violate or breach any Agreement term. If the Subrecipient or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Subrecipient must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Subrecipient, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

5. RECORDS AND REPORTING REQUIREMENTS. The Subrecipient shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the “Records”) consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Subrecipient within the County of Hays or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Hays, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect, the County’s right to discovery in any pending or future litigation. The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Subrecipient shall cooperate with all County efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. 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 U.S. Treasury.

7. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that the Subrecipient and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Subrecipient shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Subrecipient shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by

the County, Subrecipient shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. SUBCONTRACTING. The Subrecipient represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Subrecipient will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY. The Subrecipient shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

11. INDEMNIFICATION. To the extent allowed by Texas law the Subrecipient shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subrecipient in the performance of the services called for in the Agreement.

12. TERMINATION. If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

- A. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under the Agreement shall, at the option of the County, become the County's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.
- B. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Subrecipient. If the Agreement is terminated by the County as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to Agreements exceeding \$100,000). The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subrecipient 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 the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). 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.

15. AUDIT / ACCESS TO RECORDS. The County, U.S. Treasury, the Comptroller General of the United States, the Office of the Hays County Auditor, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Subrecipient's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Subrecipient agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Subrecipient records that may be provided under the Agreement.

16. MAINTENANCE/RETENTION OF RECORDS. Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the “Records”) (i) for three (3) years from the time of closeout of ARPA funds to the County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

17. COPYRIGHT. Any creative or literary work developed or commissioned by the Subrecipient with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

A. If the County shares its right to copyright such work with the Subrecipient, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Subrecipient, sub-Subrecipient, or a Subrecipient purchases ownership with ARPA funding support provided by the County under the Agreement.

B. The Subrecipient shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:

“This project was supported by ARPA funding administered by the County of Hays, Texas and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Hays, Texas or the U.S. Department of the Treasury.”

18. COUNTY SEAL, LOGO, AND FLAGS. The Subrecipient shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.

19. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient’s actions pertaining to the Agreement.

21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. The Subrecipient and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:
1. procure or obtain;
 2. extend or renew a contract to procure or obtain; or
 3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

- C. The Subrecipient and/or applicable subcontractor's attention is directed to Public Law 115–232, section 889 for additional information.
- D. The Subrecipient and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

22. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
 - 1. “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.
 - 2. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

23. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Subrecipient will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women's business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

24. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

26. AGE DISCRIMINATION ACT OF 1975. The Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

27. NONDISCRIMINATION. The Subrecipient shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3, the Subrecipient shall comply with and must include in each non-exempt subcontract the following 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”:

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- D. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

29. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Subrecipient shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
 - 1. Recruitment, advertising, and job application procedures;
 - 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - 3. Rates of pay or any other form of compensation and changes in compensation;
 - 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - 5. Leaves of absence, sick leave, or any other leave;
 - 6. Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;
 - 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - 8. Activities sponsored by the Subrecipient including social or recreational programs; and
 - 9. Any other term, condition, or privilege of employment.
- B. The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- C. In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

- E. The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
- F. The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Exhibit C

SAMPLE INVOICE

HAYS COUNTY CONTRACT EXPENDITURE REPORT

Report Period: **JANUARY 2023**

Invoice Number: **01**

Agency: **San Marcos Texas Community Radio Association**

Program:

Agency contact:

Current contract term:

E-mail:

| Line | Approved Budget | | Actual Expenditures & Balance | | |
|------|--|--------------------|-------------------------------|-------------------------|--------------------|
| | Item | Approved Budget | Programmatic Expenditures | Cumulative Expenditures | Budget Balance |
| | PERSONNEL | | | | |
| 1 | Salaries | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 2 | Fringe Benefits | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 3 | SUBTOTAL PERSONNEL | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| | OPERATIONS | | | | |
| 4 | Professional Services | \$22,518.50 | \$0.00 | \$0.00 | \$22,518.50 |
| 5 | Equipment | \$21,381.50 | \$0.00 | \$0.00 | \$21,381.50 |
| 6 | Supplies | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 7 | Contractual Services | \$6,100.00 | \$0.00 | \$0.00 | \$6,100.00 |
| 8 | Rent/Utilities | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 9 | Department Specific Costs | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 10 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 11 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 12 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 13 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 14 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 15 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 16 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 17 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 18 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 19 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 20 | SUBTOTAL OPERATIONS | \$50,000.00 | \$0.00 | \$0.00 | \$50,000.00 |
| 21 | Personnel and Operations Subtotal | \$50,000.00 | \$0.00 | \$0.00 | \$50,000.00 |
| | INDIRECT COST | | | | |
| 22 | Administration - 10% de minimus | \$0.00 | \$0.00 | \$0.00 | \$5,000.00 |
| 23 | SUBTOTAL Indirect Cost | \$0.00 | \$0.00 | \$0.00 | \$5,000.00 |
| 24 | PAYMENT REQUEST | | | | |
| 25 | TOTALS | \$50,000.00 | \$0.00 | \$0.00 | \$55,000.00 |

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

APH USE ONLY:

Reviewed & approved by: _____

Date: _____



HCTX114_San Marcos Texas Community Radio (KZSM)

HAYS COUNTY ARPA SLFRF PROJECT

HCTX114_ San Marcos Texas Community Radio (KZSM)

| | | |
|-----|--|---|
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| 1.1 | Designating a Public Health Impact | 2 |
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| 2 | Comparative Analysis..... | 3 |
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| 3 | Eligibility..... | 5 |
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1 SAN MARCOS TEXAS COMMUNITY RADIO (KZSM) OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

San Marcos Texas Community Radio Association (KZSM) is a 501(c)(3) nonprofit public charity that normally receives a substantial part of their support from a governmental unit, grants, or from donations. KZSM's mission is to present news, views, ideas, & music that reflects the diversity of San Marcos. Their studio is located at 216 N. Guadalupe Street, San Marcos, TX 78666 inside of Qualified Census Tract 101.

On November 15, 2022, the San Marcos City Council voted for the transfer of the City's low-power FM Radio Station License (KZOS) and related transmission equipment to KZSM; finding that such conveyance serves the public purposes of community-based programming and emergency awareness programming in the City of San Marcos.

The City of San Marcos applied for a radio station application with the Federal Communications Commission (FCC) following the October 1998 Central Texas floods that devastated the community. Many residents found that information from neighboring communities was nonexistent or inaccurate to the San Marcos community during the emergency. In 2010, the FCC approved the city construction license for a new low power radio station.

Specifically designed for local emergency use, the radio station would later be authorized to promote community events and other activities. Located on the north end of town the signal covers a wide swath of San Marcos. During emergencies, the transmitter power can be remotely increased to ensure communication to the community. In such emergencies like a tornado, flood, or other calamity, the station can be remotely and on-site managed to provide information during a crisis. Activation of local warning sirens signal information can be found on KZOS.¹

With KZSM assuming the function of emergency broadcasting, steps will need to be taken to ensure that they are fully prepared to for any emergencies that might arise. The transfer process involves moving, testing, and possibly purchasing equipment, as well as professional consultation. The cost to accomplish all of this is estimated to cost \$55,000.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) responding to the Public Health Emergency the Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations. The pandemic has broadly impacted Americans and recipients of SLFRF funds can provide services to prevent and mitigate COVID-19 to the general public. Enumerated eligible uses include:

- Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)

¹ [City of San Marcos Website](#)

The Final Rule enumerated eligible uses like emergency response radio systems. The total expected capital expenditure of the additional ambulances is under \$1 million.

1.3 PROGRAM SUMMARY

Through a subrecipient agreement for the amount of \$50,000 KZSM will procure the necessary expertise and equipment to transfer the KZOS license to KZSM and ensure a functional emergency response radio system for San Marcos emergency response. Documentation supporting the cost of the KZOS license transfer is an estimate from Canyon Lake Broadcasting. A cost analysis of the purchase price was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined KZSM can demonstrate a pandemic related need up to \$55,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

KZSM supplied a cost estimate from Canyon Lake Broadcasting to acquire San Marcos' low-power broadcast license and initialize the emergency broadcast capability. A search was conducted for similar products and services for comparison against the Canyon Lake Broadcasting estimate. That comparison is shown in Table 1 and totals a 3% variation in overall cost.

Table 1:Base Cost

| Item | Unit Price | Units | Cost | Comparison Averages | Variation |
|--|------------|-------|-------|---------------------|-----------|
| Application to move the transmitter / antenna to site and change the frequency and license to cover. | | | 1,495 | 1,195.00 | 300.00 |
| Digital Alert Systems DASLPFMR Low Power FM EAS Decoder Package with AM/FM/NOAA Receivers | | | 3,795 | 3,418.50 | 376.50 |
| PCP Single-Bay 800 Watt Circular Polarized FM Broadcast Antenna -3dB (N) | | | 369 | 499.99 | (130.99) |
| Install / Fit up Transmitter and antenna (100 hours @\$36/HR) | | | 3,600 | 4,250.00 | (650.00) |
| Allen and Heath 48 Channel Digital Mixer | | | 8,199 | 7,741.99 | 457.01 |
| Lenovo ThinkPad Laptop | 769.50 | 3.00 | 2,309 | 2,818.50 | (510.00) |
| Broadcast Mic Boom | 99.00 | 3.00 | 297 | 287.88 | 9.13 |

| | | | | | |
|--|--------|---------------|--------|--------------|---------------------|
| Earthworks ETHOS XLR Broadcast Mic | 699.00 | 3.00 | 2,097 | 1,810.20 | 286.80 |
| JK Audio Remote Mixer- 5 Channel | | | 817 | 1,038.00 | (221.00) |
| 2 Pc Broadcast Wireless Mic w. Transmitter | | | 2,499 | 2,409.00 | 90.00 |
| Station Manager/Engineer- 25 HRs/wk @ \$20/HR x 52 Weeks | 20.00 | 1,300.00 | 26,000 | 24,531.25 | 1,468.75 |
| Total | | 51,477 | | 1,476 | 3% Variation |

Some of the costs were project specific and highly variable. These costs are being categorized as contingencies as they will be dependent on the specifics of the project for KZSM. Infrastructure projects generally have a contingency percentage of 5-10% as an acceptable variation on estimated costs. Table 2 demonstrates that costs of the variable items is 7% of the remaining \$51,477 of estimated project costs.

Table 2:Contingency

| Item | Unit Price | Units | Cost |
|--|-------------------|--------------|--------------|
| Removing the equipment from Fire Station, testing the equipment and doing any necessary software updates and installing in NP's studio | | | 1,500 |
| Actual Costs for repairs or software updates and installation | | | 1,000 |
| Hardware and software to implement | | | 1,000 |
| Total | | | 3,500 |
| | | | 7% |

Canyon Lake Broadcasting is providing a quote for very technical equipment that serves a specific purpose for the emergency broadcast system. The variation in pricing on some equipment maybe from special needs to the KZSM project. Given the overall variation in the base cost is 3% and the variable costs is within the 5-10% range of common acceptable contingency the cost of \$54,796 to transfer the license and initialize emergency broadcast capability is reasonable.

3 ELIGIBILITY

3.1 FINAL RULE²

The Responding to the Public Health Emergency eligible use for COVID-19 mitigation and prevention lists establishing or enhancing public health data systems. The SLFRF Final Rule Overview further enumerates this eligible use to stating specifically:

- Emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems)

3.2 CAPITAL EXPENDITURE

Recipients providing assistance involving capital expenditures (i.e., expenditures on property, facilities, or equipment) eligibility standards are as follows:

- Recipients may pursue an enumerated project with total expected capital expenditures of under \$1 million without having to undergo additional assessments to meet SLFRF requirements.

Enumerated projects for Public Health and Negative Economic Impacts include COVID-19 public health response and mitigation tactics. For example, emergency operations centers and acquisition of emergency response equipment (e.g., emergency response radio systems).

² 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Shari Miller

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to add TLIE insurance for CCal Judges Johnson, Brown, and Hall. **BECERRA/MILLER**

Summary:

The attached TLIE Policy quotes will add additional liability coverage related to administrative functions where judicial immunity might not be available for Judge's Johnson, Brown, and Hall effective 01/01/2023. All TLIE Judges' policies provide coverage of \$1,000,000 per claim and \$1,000,000 aggregate, with a \$1,000 deductible.

Fiscal Impact:

Amount Requested: \$4,500

Line Item Number: 001-645-00.5340 Insurance

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 purchasing policy waiver from obtaining three quotes.

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

C. Johnson

E. Brown

J. Hall

Board of Directors

Suzan E. Fenner, Chair, *Dallas*
 Larry W. Hicks, Vice Chair, *El Paso*
 Billy C. Allen, III, *Houston*
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 Carrie J. Phaneuf, *Dallas*
 Harry G. Potter, III, *Houston*
 Jaclyn Roberson, *San Antonio*
 Julie C. Stern, *Canton*

March 9, 2023

Honorable Christopher Patrick Johnson
 County Court at Law #2
 712 S. Stagecoach Trail
 San Marcos, TX 78666

Re: TLIE Judges' Policy

Dear Christopher:

We appreciate the opportunity to provide you with the following quote #Q03160 for your Judges' Professional Liability Insurance Policy with TLIE.

| <u>Policy Period</u> | <u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u> | <u>Deductible</u> | <u>Premium</u> |
|-----------------------|--|-------------------|----------------|
| 03/9/2023 - 03/9/2024 | 1,000,000/1,000,000 | 1,000 | 1,500.00 |

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **Effective Date of Policy**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. **You may also pay your premium online [here](#) using your member number (16066) and ZIP code (78666). We cannot issue your policy until payment has been received.** If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

Please call me or anyone in Member Services if you have any questions. Thank you for your support.

Sincerely,

Jason Syesta
 Vice President of Member Services

Attachment

QUOTE EXPIRES:
04 / 23 / 23

INVOICE

March 9, 2023

Honorable Christopher Patrick Johnson
County Court at Law #2
712 S. Stagecoach Trail
San Marcos, TX 78666

Re: TLIE Judges' Policy

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|-----------------------|--|-------------------|----------------|
| 03/9/2023 - 03/9/2024 | 1,000,000/1,000,000 | 1,000 | 1,500.00 |

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **Effective Date of Policy**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. **You may also pay your premium online [here](#) using your member number (16066) and ZIP code (78666). We cannot issue your policy until payment has been received.** If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

QUOTE EXPIRES:

04 / 23 / 23

COPY FOR YOUR RECORDS



Telephone: (512) 480-9074
Toll-Free (in Texas only): (800) 252-9332
Fax: (512) 482-8738
Website: www.tlie.org
Member Services: info@tlie.org
Claims: claims@tlie.org

JUDGES' PROFESSIONAL LIABILITY INSURANCE POLICY

NOTICE:

This is a "claims made and reported" policy. Subject to all terms, conditions, exclusions and limits of liability, the policy provides coverage only for Claims that are first made against the Insured and reported in writing to the Association during the policy period, regardless of when the acts, errors or omissions on which the Claim is based occurred. **PLEASE CAREFULLY REVIEW THE POLICY.**

**FOR MORE INFORMATION, TO REPORT A CLAIM, OR TO FILE A COMPLAINT
CALL: 1-800-252-9332**

In consideration of the payment of the premium and, when applicable, the Deductible stated in the Declarations, and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to all terms, conditions, exclusions and limits of liability of this policy, Texas Lawyers' Insurance Exchange (a reciprocal insurer, herein called "the Association") agrees with the Named Insured as follows:

ARTICLE 1. DEFINITIONS

Whenever used in this policy the term

1.1 "Business Enterprise" means:

any commercial or not-for-profit activity or entity, including any subsidiary and/or affiliated entities, in which the Insured is engaged other than the practice of law; provided however, that any bar-related or court-appointed service by an Insured will not be considered a "Business Enterprise."

1.2 "Claim" means:

a demand, including service of suit or institution of arbitration proceedings, for money against an Insured. A Multiple Claim shall constitute one Claim for purposes of this policy.

1.3 "Claim Expenses" means:

- (a) fees and expenses charged by attorneys engaged by the Association to represent the Insured in the defense of a Claim, and
- (b) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, suit, arbitration, mediation or other proceeding arising in connection therewith, if incurred by the Association, or by the Insured with written consent of the Association; provided, however, that Claim Expenses does not include salaried charges of regular employees or officials of the Association, nor does Claim Expenses include any fees or costs incurred by the Insured without the prior written consent of the Association, including any fees and costs incurred prior to the date the Claim is first reported to the Association.

1.4 "Court of Record" means:

any of the following courts, whether criminal and/or civil and including such special courts as family and probate courts. Courts of the State of Texas: County Courts, County Courts at Law, District Courts, Administrative Judicial Districts, Courts of Appeal, Court of Criminal Appeals and the Supreme Court of Texas. Courts of the United States of America: United States District Courts, United States Bankruptcy Courts and the United States Court of Appeals for the Fifth Circuit.

1.5 "Damages" means:

a monetary judgment, award or settlement, but does not include:

- (a) a fine, penalty, or other administrative or court-imposed monetary sanction of any nature against the Insured, or
- (b) Claim Expenses,

1.6 "Deductible" means:

the amount designated as such in the Declarations.

1.7 "DTPA" means:

The Texas Deceptive Trade Practices – Consumer Protection Act, Texas Business and Commerce Code Sections 17.41. et seq.

1.8 "Insured" means:

the Named Insured, defined as the individual designated in Item 1 of the Declarations.

1.9 "Judge" means:

a duly elected, appointed, presiding or visiting Judge in a court of record. The term "Judge" includes federal magistrates.

1.10 "Limit of Liability - Each Claim" means:

the limit of liability for each Claim as set forth in Article 4.1 of this policy.

1.11 "Limit of Liability - Policy Aggregate" means:

the limit of liability for all Claims under the policy as set forth in Article 4.2 of this policy.

1.12 "Multiple Claim" means:

two or more Claims, by one or more claimants against one or more Insureds, that arise out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions.

1.13 "Named Insured" means:

the individual named in Item 1 of the Declarations.

1.14 "Policy Period" means:

the period from the effective date and time of this policy, as set forth in the Declarations, to the policy expiration date and time, as set forth in the Declarations, unless the policy is canceled earlier by the Named Insured or the Association, in which event the Policy Period shall end on the date and time of such earlier cancellation.

1.15 "Judicial Services" means:

- (a) judicial duties performed as a duly elected, appointed, presiding or visiting judge in a court of record, or
- (b) administrative duties performed as a judge, provided that:
 - (i) Such administrative duties are required or permitted duties of judges under the laws of the State of Texas and/or the laws of the United States of America, and
 - (ii) The acts or omissions of the Insured are within the scope of the Insured's authority to perform such duties.

1.16 "Related Individual" means:

a person currently related to an Insured within the third degree by consanguinity or affinity, and any trust or estate of which any such person is a beneficiary. With respect to an entity which is an Insured, "Related Individual" includes a Related Individual of each owner of such an entity.

1.17 "Retroactive Date" means:

the date, if any, designated as such in the Declarations.

ARTICLE 2. COVERAGE

2.1 Coverage for Judicial Liability.

Subject to all terms, conditions, exclusions and limits of liability of this policy, and in reliance upon the representations made in the application attached to and made a part of this policy, the Association agrees to pay on behalf of the Insured all sums in excess of the Deductible which the Insured shall become legally obligated to pay as Damages, including actual and additional damages assessed under the DTPA, as a result of CLAIMS FIRST MADE AGAINST THE INSURED AND FIRST REPORTED IN WRITING TO THE ASSOCIATION DURING THE POLICY PERIOD based on or arising out of any act, error or omission:

- (a) occurring during or prior to the Policy Period, but subsequent to the Retroactive Date, if one is shown in the Declarations, and
- (b) arising out of Judicial Services rendered or that allegedly should have been rendered for others by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible.

2.2 Defense and Settlement.

For any Claim seeking Damages payable under this policy, the Association shall have the right to engage counsel and shall have the duty to defend such Claim, even if any or all of the allegations of the Claim are groundless, false or fraudulent. Unless extenuating circumstances exist, the Association will consult in advance with the Named Insured regarding selection of defense counsel. The Association may investigate and settle any Claim as it deems reasonable and appropriate. If a governmental body or agency provides the Insured with a defense to a Claim, the Association shall not be obligated to reimburse the governmental body or agency for such

defense. However, if a governmental body or agency provides the Insured with a defense to a Claim, the Association may also defend the Claim at its option or at the written request of the Insured.

The Association shall not settle a claim without first consulting the Named Insured, but the Named Insured's consent to settle shall not be required. However, if a decision to settle is reached by the Association more than fifteen (15) days before a trial setting of such Claim, and if the Named Insured shall disagree with the Association's decision to settle, the Named Insured may within three (3) days after notification of this decision, appeal to the President of the Association. The President of the Association shall immediately appoint a Peer Review Committee composed of not less than three (3) members of the Association which shall review the matter (and in its discretion, may permit a personal presentation by the Named Insured). Upon completion of its review, the Peer Review Committee shall determine whether the proposed settlement is reasonable, and it shall immediately advise the Association and the Named Insured of its decision. Such decision of the Peer Review Committee shall be final.

The Association is not required to take an appeal in any suit but may do so if the Association, in its discretion, determines an appeal to be reasonable and appropriate.

2.3 Payment of Claim Expenses.

Subject to Article 4 of this policy entitled "Limits of Liability and Other Insurance," including, without limitation, Articles 4.1, 4.2, 4.4, 4.5, 4.6 and 4.7 thereof entitled respectively "Limit of Liability – Each Claim," "Limit of Liability – Policy Aggregate," "Damages and Claim Expenses Included in Limits of Liability," "Deductible," "Optional Claim Expense Allowance" and "Other Insurance," the Association shall pay Claim Expenses.

2.4 Policy Territory.

This policy applies to acts, errors or omissions occurring anywhere in the world, provided that the Association shall have no obligation to pay any amount as Damages pursuant to a judgment or award made in any suit or proceeding brought in a jurisdiction outside of the United States (including its territories and possessions) or Canada, or defend the Insured pursuant to Article 2.2 of this policy entitled "Defense and Settlement" in such suit or proceeding. However, the Association may, at its option, assume the defense of such a suit or proceeding. Even if the Association defends such a suit or proceeding, it shall have no obligation to pay any amount on behalf of the Insured with respect to any judgment or award of Damages in such proceeding.

ARTICLE 3. EXCLUSIONS

This policy does not apply:

3.1 To any Claim based on or arising out of:

- (a) any allegedly criminal act, error or omission;
- (b) any allegedly dishonest or fraudulent act, error or omission, including conspiracy; or
- (c) any allegedly malicious or deliberately wrongful act, error or omission, except that the Association will provide a defense to a Claim for malicious prosecution.

However, this exclusion will not apply to any Insured who did not participate in, acquiesce to or remain passive after becoming aware of the act, error or omission which forms the basis of the Claim excluded by this provision, but only with respect to actual or compensatory Damages.

3.2 To any Claim based on or arising out of any fine, penalty, or any other court-imposed or administrative monetary sanctions of any nature assessed against any Insured or any Insured's client.

3.3 To any Claim by, against or relating to, in whole or in part, any Business Enterprise:

- (a) owned in whole or in part by any Insured or Related Individual at the time of the Professional Services, except that ownership of less than 5% of the total issued and outstanding shares in a publicly traded corporation shall not be considered an ownership interest for the purposes of this exclusion,

- (b) in which any Insured or Related Individual served as an officer, director, partner, trustee or employee at the time of the Professional Services, except that the service of any Insured or Related Individual as Secretary or Assistant Secretary to a corporation shall not be considered to be service as an officer of a Business Enterprise if the functions performed as Secretary or Assistant Secretary are limited to ministerial acts, or
- (c) controlled, operated or managed, directly or indirectly, by any Insured or Related Individual at the time of the Professional Services.

3.4 To any Claim based on or arising out of any Insured's services and/or capacity as:

- (a) an owner, officer, director, partner, trustee, or employee of a Business Enterprise or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust,
- (b) a public official, or an employee of a governmental or quasi-governmental body, subdivision, or agency, or
- (c) a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if the Insured is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan.

3.5 To any loss sustained by any Insured as the beneficiary or distributee of any trust or estate.

3.6 To any Claim by any current or former Insured or Related Individual.

3.7 To any Claim based on or arising out of any sickness, disease or physical injury to any person, or death resulting from any such sickness, disease or injury. However, this exclusion will not apply to a Claim for mental anguish or emotional distress based on or arising out of Professional Services that were rendered, or that allegedly should have been rendered, by the Insured.

3.8 To any Claim based on or arising out of any injury to or destruction of any property, including the loss of use of such property.

3.9 To any Claim or proceeding which does not seek money damages including, without limitation, removal actions, mandamus proceedings and hearings before the Judicial Qualifications Commissions.

3.10 To any Claim based on or arising out of any circumstance, act, error or omission that occurred prior to the date on which the Named Insured was first insured and continually renewed by the Association, if on such date any Insured knew, or reasonably should have known, that such circumstance, act, error or omission might form the basis of a Claim against the Insured, including any circumstance, act, error or omission that was previously reported to another insurance carrier.

ARTICLE 4. LIMITS OF LIABILITY & OTHER INSURANCE

4.1 Limit of Liability – Each Claim.

Subject to the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," the liability of the Association for each Claim shall not exceed the amount stated in the Declarations for each Claim.

4.2 Limit of Liability – Policy Aggregate.

Subject to the Limit of Liability – Each Claim and the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," liability of the Association for all claims shall not exceed the amount stated in the Declarations as "Aggregate."

4.3 Multiple Claims or Claimants.

A Multiple Claim shall be one Claim for all purposes of this policy. The making of demands by more than one person or organization shall not operate to increase the Association's limit of liability.

4.4 Damages and Claim Expenses Included in Limits of Liability.

The Association shall not be obligated to pay any Damages or Claim Expenses, or continue to undertake defense of any Claim after the Limit of Liability – Each Claim or the Limit of Liability – Policy Aggregate have been exhausted by payments of Damages and/or Claim Expenses or by deposit of the applicable available limit of liability in a court of competent jurisdiction; and that, in such a case, the Association shall have the right to withdraw from further defense thereof by tendering control of the defense to the Named Insured, and the Named Insured agrees, as a condition to the issuance of this policy, to accept such tender.

4.5 Deductible.

Unless otherwise stated in the Declarations, the Deductible is an aggregate amount for all Claims. The amount of the applicable Limit of Liability includes the amount of the Deductible. The Named Insured shall pay to the Association the amount paid by the Association on behalf of the Insured for Damages and/or Claim Expenses up to the amount of the Deductible. After any part of the Deductible has been incurred for Damages and/or Claim Expenses, the applicable Limit of Liability is reduced by that amount of the Deductible incurred.

4.6 Other Insurance.

If the Insured has any other insurance coverage that applies to a Claim made under this policy, the coverage provided by this policy shall be in excess to the Insured's other coverage, even if the Insured's other coverage is stated to be primary, contributory, excess, contingent or otherwise, unless the Insured's other coverage is specifically written as excess coverage over the coverage provided by this policy.

If more than one Association policy applies to a Claim under this policy against any Insured who is covered by more than one Association policy, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

If more than one Association policy applies to a Claim that arises out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions, because an Insured under this Association policy and another Association policy(ies) were stockholders in, partners of, Of Counsel to or employees of the same firm at the time of the acts, errors or omissions which form the basis of the Claim, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

4.7 Reimbursement.

If the Association has paid any amounts as Damages or Claim Expenses in excess of the applicable limits of liability or within the amount of the applicable Deductible, each Insured Lawyer who is an owner, partner or shareholder of the Named Insured, jointly and severally, shall be liable to the Association for any and all such amounts and upon written demand for interim and/or final payment, shall pay such amounts within 30 days to the Association. If any such amounts are not paid to the Association when due, the Association may deduct such amounts, plus accumulated interest at the rate of 10% APR from the date due, from any future distributions due to the Named Insured.

ARTICLE 5. CLAIMS

5.1 Notice of Claim or Suit.

As a condition precedent to coverage under this policy, the Insured shall, as soon as practicable, report to the Association, in writing and during the Policy Period:

- (a) any Claim made against the Insured which might be covered by this Policy, along with any demand, notice, summons or other process received by the Insured or its representative; and
- (b) any act, error or omission which could reasonably be expected to form the basis of a Claim, but upon which no Claim has yet been made, along with complete details regarding the act, error or omission, any injury or damage which could result from such act, error or omission; and how the Insured first became aware of such act, error or omission.

Provided the Insured strictly complies with this provision, any Claim subsequently made against the Insured based on or arising out of such act, error or omission shall be deemed to have been reported to the Association on the date the Association received notice of the act, error or omission.

5.2 Assistance and Cooperation of the Insured.

The Insured shall cooperate with the Association and, upon the Association's request, assist in making settlements, assist in the conduct of suits, and assist in enforcing any right of the Association under Article 5.6, entitled "Subrogation"; and specifically, but without limitation, the Insured shall provide copies of all pertinent documents to the Association, provide reasonable reports regarding the Claim to the Association, attend hearings, mediations, arbitrations and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own expense, settle any Claim, make any payment, assume any obligation, admit any liability, stipulate to any judgment against the Insured or incur any expense, without the prior written consent of the Association.

5.3 Arbitration.

The Association shall be entitled to exercise all of the Insured's rights in the choice of arbitration, in the selection of a situs for arbitration and in the conduct of any arbitration proceeding involving a Claim covered by this policy.

5.4 Date of Reporting.

A Claim shall be considered reported to the Association on the date when it was first reported in writing to the Association. A Multiple Claim shall be considered reported to the Association on the date the first of the demands for money which constitute the Multiple Claim is reported in writing to the Association, or the date on which the Association first receives written notice under Article 5.1(b) of a specific act, error or omission which may constitute all or part of the Multiple Claim, whichever is earlier.

5.5 Subrogation.

In the event of any payment under this policy, the Association shall be subrogated to the Insured's rights of recovery against any person or organization, and the Insured shall execute and deliver to the Association all necessary instruments and take whatever action is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Association shall have the right to pursue subrogation in the name of the Insured or in its own name.

The Association shall not exercise any such rights against any persons, firms or entities included in the definition of "Insured," with the following exceptions. The Association reserves the right to exercise any rights of subrogation against an Insured if that Insured committed any acts for which that Insured's coverage is excluded by Article 3.1, and those acts caused, in whole or in part, any liability covered under this policy. The Association may pursue any subrogation rights or coverage claims which an Insured may have under any other insurance policy.

5.6 Action Against the Association.

No action shall lie against the Association unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Association. Any person or organization not insured hereunder, or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Association as a party to any action against the Insured to determine the Insured's liability, nor shall the Association be impleaded by the Insured or its legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Association of its obligations hereunder.

ARTICLE 6. OTHER CONDITIONS

6.1 Changes.

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Association from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued as a part of this policy and signed by an officer of the Association.

6.2 Assignment.

The interest hereunder of any Insured is not assignable. If the Insured shall die or be adjudged incompetent, this policy shall cover the Insured's legal representative as the Insured with respect to liability previously incurred and covered by this policy.

6.3 Cancellation/Nonrenewal.

This policy may be cancelled by the Insured by surrender thereof to the Association or any of its authorized agents or by mailing to the Association written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled upon 30 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice stating when such cancellation shall be effective; provided, however, only 10 days' notice shall be required to cancel this policy for failure to pay premiums; and further provided that the Association's right to cancel this policy shall be subject to any statutory or regulatory restrictions.

The effective date of cancellation stated in the notice shall become the end of the Policy Period. The Association may in its discretion refuse to renew this policy upon 60 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice of the nonrenewal and in accordance with the terms and provisions of any statutory or regulatory requirements.

The mailing of any notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Association shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedures. If the Association cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

6.4 Entire Contract.

By acceptance of this policy, the Insured agrees that all statements and provisions in the Declarations and in the Insured's application for this policy form a part of this policy and are true and correct and that this policy is issued in reliance upon the truth of such representations and embodies all agreements existing between the Insured and the Association relating to this insurance.

6.5 Applicable Law.

This policy shall be interpreted in accordance with the laws of the State of Texas. Venue of any litigation based on or arising out of this policy shall be Travis County, Texas.

6.6 Reciprocal Association Policy Conditions.

(a) Member of the Association.

Each Named Insured, by virtue of the issuance of this policy, is a member of the Association as long as this policy is in force. Each Named Insured shall be entitled to one vote for each Insured Lawyer who is a shareholder in, partner of, Of Counsel to or employee of the Named Insured at the time of meetings of members of the Association, either in person or by proxy at such meetings. Upon cancellation or upon other termination of the policy, the Named Insured ceases to be a member of the Association.

(b) Policy Distributions.

The Named Insured is a Member of the Association and shall receive distributions in accordance with the conditions determined by the Board of Directors.

(c) Nonassessable.

This policy is nonassessable. The Association shall not assess any Insured any additional premiums for any adverse expense or loss experienced by the Association.

Board of Directors

Suzan E. Fenner, Chair, *Dallas*
 Larry W. Hicks, Vice Chair, *El Paso*
 Billy C. Allen, III, *Houston*
 Cynthia L. Benavides, *Weslaco*
 Patricia D. Chamblin, *Beaumont*
 Ben Davidson, *Lubbock*
 Richard C. Hile, *Austin*



Henry A. Kelly, *Albuquerque*
 John H. Lovell, *Amarillo*
 Aida A. Montanaro, *Brownsville*
 Carrie J. Phaneuf, *Dallas*
 Harry G. Potter, III, *Houston*
 Jaclyn Roberson, *San Antonio*
 Julie C. Stern, *Canton*

March 7, 2023

Honorable Elaine Sommers Brown
 County Court at Law #3 712 S. Stagecoach Trail
 San Marcos, TX 78666

Re: TLIE Judges' Policy

Dear Elaine:

We appreciate the opportunity to provide you with the following quote #Q02582 for your Judges' Professional Liability Insurance Policy with TLIE.

| <u>Policy Period</u> | <u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u> | <u>Deductible</u> | <u>Premium</u> |
|-------------------------|--|-------------------|----------------|
| 01/01/2023 - 01/01/2024 | 1,000,000/1,000,000 | 1,000 | 1,500.00 |

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **Effective Date of Policy**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. **You may also pay your premium online [here](#) using your member number (101207) and ZIP code (78666). We cannot issue your policy until payment has been received.** If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

Please call me or anyone in Member Services if you have any questions. Thank you for your support.

Sincerely,

Jason Syesta
 Vice President of Member Services

Attachment

QUOTE EXPIRES:

04 / 5 / 23

INVOICE

March 7, 2023

Honorable Elaine Sommers Brown
County Court at Law #3 712 S. Stagecoach Trail
San Marcos, TX 78666

Re: TLIE Judges' Policy

Dear Elaine:

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| <u>Policy Period</u> | <u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u> | <u>Deductible</u> | <u>Premium</u> |
|-------------------------|--|-------------------|----------------|
| 01/01/2023 - 01/01/2024 | 1,000,000/1,000,000 | 1,000 | 1,500.00 |

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **Effective Date of Policy**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. **You may also pay your premium online [here](#) using your member number (101207) and ZIP code (78666). We cannot issue your policy until payment has been received.** If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

QUOTE EXPIRES:

04 / 5 / 23

COPY FOR YOUR RECORDS



Telephone: (512) 480-9074
Toll-Free (in Texas only): (800) 252-9332
Fax: (512) 482-8738
Website: www.tlie.org
Member Services: info@tlie.org
Claims: claims@tlie.org

JUDGES' PROFESSIONAL LIABILITY INSURANCE POLICY

NOTICE:

This is a "claims made and reported" policy. Subject to all terms, conditions, exclusions and limits of liability, the policy provides coverage only for Claims that are first made against the Insured and reported in writing to the Association during the policy period, regardless of when the acts, errors or omissions on which the Claim is based occurred. **PLEASE CAREFULLY REVIEW THE POLICY.**

**FOR MORE INFORMATION, TO REPORT A CLAIM, OR TO FILE A COMPLAINT
CALL: 1-800-252-9332**

In consideration of the payment of the premium and, when applicable, the Deductible stated in the Declarations, and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to all terms, conditions, exclusions and limits of liability of this policy, Texas Lawyers' Insurance Exchange (a reciprocal insurer, herein called "the Association") agrees with the Named Insured as follows:

ARTICLE 1. DEFINITIONS

Whenever used in this policy the term

1.1 "Business Enterprise" means:

any commercial or not-for-profit activity or entity, including any subsidiary and/or affiliated entities, in which the Insured is engaged other than the practice of law; provided however, that any bar-related or court-appointed service by an Insured will not be considered a "Business Enterprise."

1.2 "Claim" means:

a demand, including service of suit or institution of arbitration proceedings, for money against an Insured. A Multiple Claim shall constitute one Claim for purposes of this policy.

1.3 "Claim Expenses" means:

- (a) fees and expenses charged by attorneys engaged by the Association to represent the Insured in the defense of a Claim, and
- (b) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, suit, arbitration, mediation or other proceeding arising in connection therewith, if incurred by the Association, or by the Insured with written consent of the Association; provided, however, that Claim Expenses does not include salaried charges of regular employees or officials of the Association, nor does Claim Expenses include any fees or costs incurred by the Insured without the prior written consent of the Association, including any fees and costs incurred prior to the date the Claim is first reported to the Association.

1.4 "Court of Record" means:

any of the following courts, whether criminal and/or civil and including such special courts as family and probate courts. Courts of the State of Texas: County Courts, County Courts at Law, District Courts, Administrative Judicial Districts, Courts of Appeal, Court of Criminal Appeals and the Supreme Court of Texas. Courts of the United States of America: United States District Courts, United States Bankruptcy Courts and the United States Court of Appeals for the Fifth Circuit.

1.5 "Damages" means:

a monetary judgment, award or settlement, but does not include:

- (a) a fine, penalty, or other administrative or court-imposed monetary sanction of any nature against the Insured, or
- (b) Claim Expenses,

1.6 "Deductible" means:

the amount designated as such in the Declarations.

1.7 "DTPA" means:

The Texas Deceptive Trade Practices – Consumer Protection Act, Texas Business and Commerce Code Sections 17.41, et seq.

1.8 "Insured" means:

the Named Insured, defined as the individual designated in Item 1 of the Declarations.

1.9 "Judge" means:

a duly elected, appointed, presiding or visiting Judge in a court of record. The term "Judge" includes federal magistrates.

1.10 "Limit of Liability - Each Claim" means:

the limit of liability for each Claim as set forth in Article 4.1 of this policy.

1.11 "Limit of Liability - Policy Aggregate" means:

the limit of liability for all Claims under the policy as set forth in Article 4.2 of this policy.

1.12 "Multiple Claim" means:

two or more Claims, by one or more claimants against one or more Insureds, that arise out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions.

1.13 "Named Insured" means:

the individual named in Item 1 of the Declarations.

1.14 "Policy Period" means:

the period from the effective date and time of this policy, as set forth in the Declarations, to the policy expiration date and time, as set forth in the Declarations, unless the policy is canceled earlier by the Named Insured or the Association, in which event the Policy Period shall end on the date and time of such earlier cancellation.

1.15 "Judicial Services" means:

- (a) judicial duties performed as a duly elected, appointed, presiding or visiting judge in a court of record, or
- (b) administrative duties performed as a judge, provided that:
 - (i) Such administrative duties are required or permitted duties of judges under the laws of the State of Texas and/or the laws of the United States of America, and
 - (ii) The acts or omissions of the Insured are within the scope of the Insured's authority to perform such duties.

1.16 "Related Individual" means:

a person currently related to an Insured within the third degree by consanguinity or affinity, and any trust or estate of which any such person is a beneficiary. With respect to an entity which is an Insured, "Related Individual" includes a Related Individual of each owner of such an entity.

1.17 "Retroactive Date" means:

the date, if any, designated as such in the Declarations.

ARTICLE 2. COVERAGE

2.1 Coverage for Judicial Liability.

Subject to all terms, conditions, exclusions and limits of liability of this policy, and in reliance upon the representations made in the application attached to and made a part of this policy, the Association agrees to pay on behalf of the Insured all sums in excess of the Deductible which the Insured shall become legally obligated to pay as Damages, including actual and additional damages assessed under the DTPA, as a result of CLAIMS FIRST MADE AGAINST THE INSURED AND FIRST REPORTED IN WRITING TO THE ASSOCIATION DURING THE POLICY PERIOD based on or arising out of any act, error or omission:

- (a) occurring during or prior to the Policy Period, but subsequent to the Retroactive Date, if one is shown in the Declarations, and
- (b) arising out of Judicial Services rendered or that allegedly should have been rendered for others by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible.

2.2 Defense and Settlement.

For any Claim seeking Damages payable under this policy, the Association shall have the right to engage counsel and shall have the duty to defend such Claim, even if any or all of the allegations of the Claim are groundless, false or fraudulent. Unless extenuating circumstances exist, the Association will consult in advance with the Named Insured regarding selection of defense counsel. The Association may investigate and settle any Claim as it deems reasonable and appropriate. If a governmental body or agency provides the Insured with a defense to a Claim, the Association shall not be obligated to reimburse the governmental body or agency for such

defense. However, if a governmental body or agency provides the Insured with a defense to a Claim, the Association may also defend the Claim at its option or at the written request of the Insured.

The Association shall not settle a claim without first consulting the Named Insured, but the Named Insured's consent to settle shall not be required. However, if a decision to settle is reached by the Association more than fifteen (15) days before a trial setting of such Claim, and if the Named Insured shall disagree with the Association's decision to settle, the Named Insured may within three (3) days after notification of this decision, appeal to the President of the Association. The President of the Association shall immediately appoint a Peer Review Committee composed of not less than three (3) members of the Association which shall review the matter (and in its discretion, may permit a personal presentation by the Named Insured). Upon completion of its review, the Peer Review Committee shall determine whether the proposed settlement is reasonable, and it shall immediately advise the Association and the Named Insured of its decision. Such decision of the Peer Review Committee shall be final.

The Association is not required to take an appeal in any suit but may do so if the Association, in its discretion, determines an appeal to be reasonable and appropriate.

2.3 Payment of Claim Expenses.

Subject to Article 4 of this policy entitled "Limits of Liability and Other Insurance," including, without limitation, Articles 4.1, 4.2, 4.4, 4.5, 4.6 and 4.7 thereof entitled respectively "Limit of Liability – Each Claim," "Limit of Liability – Policy Aggregate," "Damages and Claim Expenses Included in Limits of Liability," "Deductible," "Optional Claim Expense Allowance" and "Other Insurance," the Association shall pay Claim Expenses.

2.4 Policy Territory.

This policy applies to acts, errors or omissions occurring anywhere in the world, provided that the Association shall have no obligation to pay any amount as Damages pursuant to a judgment or award made in any suit or proceeding brought in a jurisdiction outside of the United States (including its territories and possessions) or Canada, or defend the Insured pursuant to Article 2.2 of this policy entitled "Defense and Settlement" in such suit or proceeding. However, the Association may, at its option, assume the defense of such a suit or proceeding. Even if the Association defends such a suit or proceeding, it shall have no obligation to pay any amount on behalf of the Insured with respect to any judgment or award of Damages in such proceeding.

ARTICLE 3. EXCLUSIONS

This policy does not apply:

3.1 To any Claim based on or arising out of:

- (a) any allegedly criminal act, error or omission;
- (b) any allegedly dishonest or fraudulent act, error or omission, including conspiracy; or
- (c) any allegedly malicious or deliberately wrongful act, error or omission, except that the Association will provide a defense to a Claim for malicious prosecution.

However, this exclusion will not apply to any Insured who did not participate in, acquiesce to or remain passive after becoming aware of the act, error or omission which forms the basis of the Claim excluded by this provision, but only with respect to actual or compensatory Damages.

3.2 To any Claim based on or arising out of any fine, penalty, or any other court-imposed or administrative monetary sanctions of any nature assessed against any Insured or any Insured's client.

3.3 To any Claim by, against or relating to, in whole or in part, any Business Enterprise:

- (a) owned in whole or in part by any Insured or Related Individual at the time of the Professional Services, except that ownership of less than 5% of the total issued and outstanding shares in a publicly traded corporation shall not be considered an ownership interest for the purposes of this exclusion,

- (b) in which any Insured or Related Individual served as an officer, director, partner, trustee or employee at the time of the Professional Services, except that the service of any Insured or Related Individual as Secretary or Assistant Secretary to a corporation shall not be considered to be service as an officer of a Business Enterprise if the functions performed as Secretary or Assistant Secretary are limited to ministerial acts, or
- (c) controlled, operated or managed, directly or indirectly, by any Insured or Related Individual at the time of the Professional Services.

3.4 To any Claim based on or arising out of any Insured's services and/or capacity as:

- (a) an owner, officer, director, partner, trustee, or employee of a Business Enterprise or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust,
- (b) a public official, or an employee of a governmental or quasi-governmental body, subdivision, or agency, or
- (c) a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if the Insured is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan.

3.5 To any loss sustained by any Insured as the beneficiary or distributee of any trust or estate.

3.6 To any Claim by any current or former Insured or Related Individual.

3.7 To any Claim based on or arising out of any sickness, disease or physical injury to any person, or death resulting from any such sickness, disease or injury. However, this exclusion will not apply to a Claim for mental anguish or emotional distress based on or arising out of Professional Services that were rendered, or that allegedly should have been rendered, by the Insured.

3.8 To any Claim based on or arising out of any injury to or destruction of any property, including the loss of use of such property.

3.9 To any Claim or proceeding which does not seek money damages including, without limitation, removal actions, mandamus proceedings and hearings before the Judicial Qualifications Commissions.

3.10 To any Claim based on or arising out of any circumstance, act, error or omission that occurred prior to the date on which the Named Insured was first insured and continually renewed by the Association, if on such date any Insured knew, or reasonably should have known, that such circumstance, act, error or omission might form the basis of a Claim against the Insured, including any circumstance, act, error or omission that was previously reported to another insurance carrier.

ARTICLE 4. LIMITS OF LIABILITY & OTHER INSURANCE

4.1 Limit of Liability – Each Claim.

Subject to the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," the liability of the Association for each Claim shall not exceed the amount stated in the Declarations for each Claim.

4.2 Limit of Liability – Policy Aggregate.

Subject to the Limit of Liability – Each Claim and the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," liability of the Association for all claims shall not exceed the amount stated in the Declarations as "Aggregate."

4.3 Multiple Claims or Claimants.

A Multiple Claim shall be one Claim for all purposes of this policy. The making of demands by more than one person or organization shall not operate to increase the Association's limit of liability.

4.4 Damages and Claim Expenses Included in Limits of Liability.

The Association shall not be obligated to pay any Damages or Claim Expenses, or continue to undertake defense of any Claim after the Limit of Liability – Each Claim or the Limit of Liability – Policy Aggregate have been exhausted by payments of Damages and/or Claim Expenses or by deposit of the applicable available limit of liability in a court of competent jurisdiction; and that, in such a case, the Association shall have the right to withdraw from further defense thereof by tendering control of the defense to the Named Insured, and the Named Insured agrees, as a condition to the issuance of this policy, to accept such tender.

4.5 Deductible.

Unless otherwise stated in the Declarations, the Deductible is an aggregate amount for all Claims. The amount of the applicable Limit of Liability includes the amount of the Deductible. The Named Insured shall pay to the Association the amount paid by the Association on behalf of the Insured for Damages and/or Claim Expenses up to the amount of the Deductible. After any part of the Deductible has been incurred for Damages and/or Claim Expenses, the applicable Limit of Liability is reduced by that amount of the Deductible incurred.

4.6 Other Insurance.

If the Insured has any other insurance coverage that applies to a Claim made under this policy, the coverage provided by this policy shall be in excess to the Insured's other coverage, even if the Insured's other coverage is stated to be primary, contributory, excess, contingent or otherwise, unless the Insured's other coverage is specifically written as excess coverage over the coverage provided by this policy.

If more than one Association policy applies to a Claim under this policy against any Insured who is covered by more than one Association policy, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

If more than one Association policy applies to a Claim that arises out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions, because an Insured under this Association policy and another Association policy(ies) were stockholders in, partners of, Of Counsel to or employees of the same firm at the time of the acts, errors or omissions which form the basis of the Claim, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

4.7 Reimbursement.

If the Association has paid any amounts as Damages or Claim Expenses in excess of the applicable limits of liability or within the amount of the applicable Deductible, each Insured Lawyer who is an owner, partner or shareholder of the Named Insured, jointly and severally, shall be liable to the Association for any and all such amounts and upon written demand for interim and/or final payment, shall pay such amounts within 30 days to the Association. If any such amounts are not paid to the Association when due, the Association may deduct such amounts, plus accumulated interest at the rate of 10% APR from the date due, from any future distributions due to the Named Insured.

ARTICLE 5. CLAIMS

5.1 Notice of Claim or Suit.

As a condition precedent to coverage under this policy, the Insured shall, as soon as practicable, report to the Association, in writing and during the Policy Period:

- (a) any Claim made against the Insured which might be covered by this Policy, along with any demand, notice, summons or other process received by the Insured or its representative; and
- (b) any act, error or omission which could reasonably be expected to form the basis of a Claim, but upon which no Claim has yet been made, along with complete details regarding the act, error or omission, any injury or damage which could result from such act, error or omission; and how the Insured first became aware of such act, error or omission.

Provided the Insured strictly complies with this provision, any Claim subsequently made against the Insured based on or arising out of such act, error or omission shall be deemed to have been reported to the Association on the date the Association received notice of the act, error or omission.

5.2 Assistance and Cooperation of the Insured.

The Insured shall cooperate with the Association and, upon the Association's request, assist in making settlements, assist in the conduct of suits, and assist in enforcing any right of the Association under Article 5.6, entitled "Subrogation"; and specifically, but without limitation, the Insured shall provide copies of all pertinent documents to the Association, provide reasonable reports regarding the Claim to the Association, attend hearings, mediations, arbitrations and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own expense, settle any Claim, make any payment, assume any obligation, admit any liability, stipulate to any judgment against the Insured or incur any expense, without the prior written consent of the Association.

5.3 Arbitration.

The Association shall be entitled to exercise all of the Insured's rights in the choice of arbitration, in the selection of a situs for arbitration and in the conduct of any arbitration proceeding involving a Claim covered by this policy.

5.4 Date of Reporting.

A Claim shall be considered reported to the Association on the date when it was first reported in writing to the Association. A Multiple Claim shall be considered reported to the Association on the date the first of the demands for money which constitute the Multiple Claim is reported in writing to the Association, or the date on which the Association first receives written notice under Article 5.1(b) of a specific act, error or omission which may constitute all or part of the Multiple Claim, whichever is earlier.

5.5 Subrogation.

In the event of any payment under this policy, the Association shall be subrogated to the Insured's rights of recovery against any person or organization, and the Insured shall execute and deliver to the Association all necessary instruments and take whatever action is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Association shall have the right to pursue subrogation in the name of the Insured or in its own name.

The Association shall not exercise any such rights against any persons, firms or entities included in the definition of "Insured," with the following exceptions. The Association reserves the right to exercise any rights of subrogation against an Insured if that Insured committed any acts for which that Insured's coverage is excluded by Article 3.1, and those acts caused, in whole or in part, any liability covered under this policy. The Association may pursue any subrogation rights or coverage claims which an Insured may have under any other insurance policy.

5.6 Action Against the Association.

No action shall lie against the Association unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Association. Any person or organization not insured hereunder, or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Association as a party to any action against the Insured to determine the Insured's liability, nor shall the Association be impleaded by the Insured or its legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Association of its obligations hereunder.

ARTICLE 6. OTHER CONDITIONS

6.1 Changes.

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Association from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued as a part of this policy and signed by an officer of the Association.

6.2 Assignment.

The interest hereunder of any Insured is not assignable. If the Insured shall die or be adjudged incompetent, this policy shall cover the Insured's legal representative as the Insured with respect to liability previously incurred and covered by this policy.

6.3 Cancellation/Nonrenewal.

This policy may be cancelled by the Insured by surrender thereof to the Association or any of its authorized agents or by mailing to the Association written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled upon 30 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice stating when such cancellation shall be effective; provided, however, only 10 days' notice shall be required to cancel this policy for failure to pay premiums; and further provided that the Association's right to cancel this policy shall be subject to any statutory or regulatory restrictions.

The effective date of cancellation stated in the notice shall become the end of the Policy Period. The Association may in its discretion refuse to renew this policy upon 60 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice of the nonrenewal and in accordance with the terms and provisions of any statutory or regulatory requirements.

The mailing of any notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Association shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedures. If the Association cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

6.4 Entire Contract.

By acceptance of this policy, the Insured agrees that all statements and provisions in the Declarations and in the Insured's application for this policy form a part of this policy and are true and correct and that this policy is issued in reliance upon the truth of such representations and embodies all agreements existing between the Insured and the Association relating to this insurance.

6.5 Applicable Law.

This policy shall be interpreted in accordance with the laws of the State of Texas. Venue of any litigation based on or arising out of this policy shall be Travis County, Texas.

6.6 Reciprocal Association Policy Conditions.

(a) Member of the Association.

Each Named Insured, by virtue of the issuance of this policy, is a member of the Association as long as this policy is in force. Each Named Insured shall be entitled to one vote for each Insured Lawyer who is a shareholder in, partner of, Of Counsel to or employee of the Named Insured at the time of meetings of members of the Association, either in person or by proxy at such meetings. Upon cancellation or upon other termination of the policy, the Named Insured ceases to be a member of the Association.

(b) Policy Distributions.

The Named Insured is a Member of the Association and shall receive distributions in accordance with the conditions determined by the Board of Directors.

(c) Nonassessable.

This policy is nonassessable. The Association shall not assess any Insured any additional premiums for any adverse expense or loss experienced by the Association.

Board of Directors

Suzan E. Fenner, Chair, *Dallas*
 Larry W. Hicks, Vice Chair, *El Paso*
 Billy C. Allen, III, *Houston*
 Cynthia L. Benavides, *Weslaco*
 Patricia D. Chamblin, *Beaumont*
 Ben Davidson, *Lubbock*
 Richard C. Hile, *Austin*



Henry A. Kelly, *Albuquerque*
 John H. Lovell, *Amarillo*
 Aida A. Montanaro, *Brownsville*
 Carrie J. Phaneuf, *Dallas*
 Harry G. Potter, III, *Houston*
 Jaclyn Roberson, *San Antonio*
 Julie C. Stern, *Canton*

March 7, 2023

Honorable Jimmy Alan Hall
 712 712 South Stagecoach Trail Suite 2292
 San Marcos, TX 78666-6261

Re: TLIE Judges' Policy

Dear Honorable Jimmy Alan Hall:

We appreciate the opportunity to provide you with the following quote #Q02167 for your Judges' Professional Liability Insurance Policy with TLIE.

| <u>Policy Period</u> | <u>Limits of Liability</u> <u>Each Claim/Policy Aggregate</u> | <u>Deductible</u> | <u>Premium</u> |
|-----------------------|--|-------------------|----------------|
| 01/1/2023 - 01/1/2024 | 1,000,000/1,000,000 | 1,000 | 1,500.00 |

The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **Effective Date of Policy**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

This letter serves as your only invoice and a copy has been attached for your records. Please return the original with your payment. **You may also pay your premium online [here](#) using your member number (101152) and ZIP code (78666-6261). We cannot issue your policy until payment has been received.** If you have any questions, please call anyone in our Member Services Department at 1-800-252-9332.

Please call me or anyone in Member Services if you have any questions. Thank you for your support.

Sincerely,

Jason Syesta
 Vice President of Member Services

Attachment

QUOTE EXPIRES:

4 / 5 / 23

INVOICE

March 7, 2023

Honorable Jimmy Alan Hall
712 712 South Stagecoach Trail Suite 2292
San Marcos, TX 78666-6261

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The policy provides coverage for claims made against you and reported during the policy period for your judicial and administrative actions as a judge since the Retroactive Date: **Effective Date of Policy**. If you are currently aware of any circumstance, act, error or omission that might result in a claim, you should report that matter to your current insurance carrier.

TLIE is owned by its members and operates without a profit motive. Underwriting profits in favorable years are returned to the members. TLIE's financial strength has substantially grown over the years, and we have once again been affirmed by the A.M. Best Company with an "A" (Excellent) rating.

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QUOTE EXPIRES:

4 / 5 / 23

COPY FOR YOUR RECORDS



Telephone: (512) 480-9074
Toll-Free (in Texas only): (800) 252-9332
Fax: (512) 482-8738
Website: www.tlie.org
Member Services: info@tlie.org
Claims: claims@tlie.org

JUDGES' PROFESSIONAL LIABILITY INSURANCE POLICY

NOTICE:

This is a "claims made and reported" policy. Subject to all terms, conditions, exclusions and limits of liability, the policy provides coverage only for Claims that are first made against the Insured and reported in writing to the Association during the policy period, regardless of when the acts, errors or omissions on which the Claim is based occurred. **PLEASE CAREFULLY REVIEW THE POLICY.**

**FOR MORE INFORMATION, TO REPORT A CLAIM, OR TO FILE A COMPLAINT
CALL: 1-800-252-9332**

In consideration of the payment of the premium and, when applicable, the Deductible stated in the Declarations, and in reliance upon the statements in the application attached hereto and made a part hereof, and subject to all terms, conditions, exclusions and limits of liability of this policy, Texas Lawyers' Insurance Exchange (a reciprocal insurer, herein called "the Association") agrees with the Named Insured as follows:

ARTICLE 1. DEFINITIONS

Whenever used in this policy the term

1.1 "Business Enterprise" means:

any commercial or not-for-profit activity or entity, including any subsidiary and/or affiliated entities, in which the Insured is engaged other than the practice of law; provided however, that any bar-related or court-appointed service by an Insured will not be considered a "Business Enterprise."

1.2 "Claim" means:

a demand, including service of suit or institution of arbitration proceedings, for money against an Insured. A Multiple Claim shall constitute one Claim for purposes of this policy.

1.3 "Claim Expenses" means:

- (a) fees and expenses charged by attorneys engaged by the Association to represent the Insured in the defense of a Claim, and
- (b) all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a Claim, suit, arbitration, mediation or other proceeding arising in connection therewith, if incurred by the Association, or by the Insured with written consent of the Association; provided, however, that Claim Expenses does not include salaried charges of regular employees or officials of the Association, nor does Claim Expenses include any fees or costs incurred by the Insured without the prior written consent of the Association, including any fees and costs incurred prior to the date the Claim is first reported to the Association.

1.4 "Court of Record" means:

any of the following courts, whether criminal and/or civil and including such special courts as family and probate courts. Courts of the State of Texas: County Courts, County Courts at Law, District Courts, Administrative Judicial Districts, Courts of Appeal, Court of Criminal Appeals and the Supreme Court of Texas. Courts of the United States of America: United States District Courts, United States Bankruptcy Courts and the United States Court of Appeals for the Fifth Circuit.

1.5 "Damages" means:

a monetary judgment, award or settlement, but does not include:

- (a) a fine, penalty, or other administrative or court-imposed monetary sanction of any nature against the Insured, or
- (b) Claim Expenses,

1.6 "Deductible" means:

the amount designated as such in the Declarations.

1.7 "DTPA" means:

The Texas Deceptive Trade Practices – Consumer Protection Act, Texas Business and Commerce Code Sections 17.41. et seq.

1.8 "Insured" means:

the Named Insured, defined as the individual designated in Item 1 of the Declarations.

1.9 "Judge" means:

a duly elected, appointed, presiding or visiting Judge in a court of record. The term "Judge" includes federal magistrates.

1.10 "Limit of Liability - Each Claim" means:

the limit of liability for each Claim as set forth in Article 4.1 of this policy.

1.11 "Limit of Liability - Policy Aggregate" means:

the limit of liability for all Claims under the policy as set forth in Article 4.2 of this policy.

1.12 "Multiple Claim" means:

two or more Claims, by one or more claimants against one or more Insureds, that arise out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions.

1.13 "Named Insured" means:

the individual named in Item 1 of the Declarations.

1.14 "Policy Period" means:

the period from the effective date and time of this policy, as set forth in the Declarations, to the policy expiration date and time, as set forth in the Declarations, unless the policy is canceled earlier by the Named Insured or the Association, in which event the Policy Period shall end on the date and time of such earlier cancellation.

1.15 "Judicial Services" means:

- (a) judicial duties performed as a duly elected, appointed, presiding or visiting judge in a court of record, or
- (b) administrative duties performed as a judge, provided that:
 - (i) Such administrative duties are required or permitted duties of judges under the laws of the State of Texas and/or the laws of the United States of America, and
 - (ii) The acts or omissions of the Insured are within the scope of the Insured's authority to perform such duties.

1.16 "Related Individual" means:

a person currently related to an Insured within the third degree by consanguinity or affinity, and any trust or estate of which any such person is a beneficiary. With respect to an entity which is an Insured, "Related Individual" includes a Related Individual of each owner of such an entity.

1.17 "Retroactive Date" means:

the date, if any, designated as such in the Declarations.

ARTICLE 2. COVERAGE

2.1 Coverage for Judicial Liability.

Subject to all terms, conditions, exclusions and limits of liability of this policy, and in reliance upon the representations made in the application attached to and made a part of this policy, the Association agrees to pay on behalf of the Insured all sums in excess of the Deductible which the Insured shall become legally obligated to pay as Damages, including actual and additional damages assessed under the DTPA, as a result of CLAIMS FIRST MADE AGAINST THE INSURED AND FIRST REPORTED IN WRITING TO THE ASSOCIATION DURING THE POLICY PERIOD based on or arising out of any act, error or omission:

- (a) occurring during or prior to the Policy Period, but subsequent to the Retroactive Date, if one is shown in the Declarations, and
- (b) arising out of Judicial Services rendered or that allegedly should have been rendered for others by the Insured or by any person for whose acts, errors or omissions the Insured is legally responsible.

2.2 Defense and Settlement.

For any Claim seeking Damages payable under this policy, the Association shall have the right to engage counsel and shall have the duty to defend such Claim, even if any or all of the allegations of the Claim are groundless, false or fraudulent. Unless extenuating circumstances exist, the Association will consult in advance with the Named Insured regarding selection of defense counsel. The Association may investigate and settle any Claim as it deems reasonable and appropriate. If a governmental body or agency provides the Insured with a defense to a Claim, the Association shall not be obligated to reimburse the governmental body or agency for such

defense. However, if a governmental body or agency provides the Insured with a defense to a Claim, the Association may also defend the Claim at its option or at the written request of the Insured.

The Association shall not settle a claim without first consulting the Named Insured, but the Named Insured's consent to settle shall not be required. However, if a decision to settle is reached by the Association more than fifteen (15) days before a trial setting of such Claim, and if the Named Insured shall disagree with the Association's decision to settle, the Named Insured may within three (3) days after notification of this decision, appeal to the President of the Association. The President of the Association shall immediately appoint a Peer Review Committee composed of not less than three (3) members of the Association which shall review the matter (and in its discretion, may permit a personal presentation by the Named Insured). Upon completion of its review, the Peer Review Committee shall determine whether the proposed settlement is reasonable, and it shall immediately advise the Association and the Named Insured of its decision. Such decision of the Peer Review Committee shall be final.

The Association is not required to take an appeal in any suit but may do so if the Association, in its discretion, determines an appeal to be reasonable and appropriate.

2.3 Payment of Claim Expenses.

Subject to Article 4 of this policy entitled "Limits of Liability and Other Insurance," including, without limitation, Articles 4.1, 4.2, 4.4, 4.5, 4.6 and 4.7 thereof entitled respectively "Limit of Liability – Each Claim," "Limit of Liability – Policy Aggregate," "Damages and Claim Expenses Included in Limits of Liability," "Deductible," "Optional Claim Expense Allowance" and "Other Insurance," the Association shall pay Claim Expenses.

2.4 Policy Territory.

This policy applies to acts, errors or omissions occurring anywhere in the world, provided that the Association shall have no obligation to pay any amount as Damages pursuant to a judgment or award made in any suit or proceeding brought in a jurisdiction outside of the United States (including its territories and possessions) or Canada, or defend the Insured pursuant to Article 2.2 of this policy entitled "Defense and Settlement" in such suit or proceeding. However, the Association may, at its option, assume the defense of such a suit or proceeding. Even if the Association defends such a suit or proceeding, it shall have no obligation to pay any amount on behalf of the Insured with respect to any judgment or award of Damages in such proceeding.

ARTICLE 3. EXCLUSIONS

This policy does not apply:

3.1 To any Claim based on or arising out of:

- (a) any allegedly criminal act, error or omission;
- (b) any allegedly dishonest or fraudulent act, error or omission, including conspiracy; or
- (c) any allegedly malicious or deliberately wrongful act, error or omission, except that the Association will provide a defense to a Claim for malicious prosecution.

However, this exclusion will not apply to any Insured who did not participate in, acquiesce to or remain passive after becoming aware of the act, error or omission which forms the basis of the Claim excluded by this provision, but only with respect to actual or compensatory Damages.

3.2 To any Claim based on or arising out of any fine, penalty, or any other court-imposed or administrative monetary sanctions of any nature assessed against any Insured or any Insured's client.

3.3 To any Claim by, against or relating to, in whole or in part, any Business Enterprise:

- (a) owned in whole or in part by any Insured or Related Individual at the time of the Professional Services, except that ownership of less than 5% of the total issued and outstanding shares in a publicly traded corporation shall not be considered an ownership interest for the purposes of this exclusion,

- (b) in which any Insured or Related Individual served as an officer, director, partner, trustee or employee at the time of the Professional Services, except that the service of any Insured or Related Individual as Secretary or Assistant Secretary to a corporation shall not be considered to be service as an officer of a Business Enterprise if the functions performed as Secretary or Assistant Secretary are limited to ministerial acts, or
- (c) controlled, operated or managed, directly or indirectly, by any Insured or Related Individual at the time of the Professional Services.

3.4 To any Claim based on or arising out of any Insured's services and/or capacity as:

- (a) an owner, officer, director, partner, trustee, or employee of a Business Enterprise or charitable organization or pension, welfare, profit sharing, mutual or investment fund or trust,
- (b) a public official, or an employee of a governmental or quasi-governmental body, subdivision, or agency, or
- (c) a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or order issued pursuant thereto, except if the Insured is deemed to be a fiduciary solely by reason of legal advice rendered with respect to an employee benefit plan.

3.5 To any loss sustained by any Insured as the beneficiary or distributee of any trust or estate.

3.6 To any Claim by any current or former Insured or Related Individual.

3.7 To any Claim based on or arising out of any sickness, disease or physical injury to any person, or death resulting from any such sickness, disease or injury. However, this exclusion will not apply to a Claim for mental anguish or emotional distress based on or arising out of Professional Services that were rendered, or that allegedly should have been rendered, by the Insured.

3.8 To any Claim based on or arising out of any injury to or destruction of any property, including the loss of use of such property.

3.9 To any Claim or proceeding which does not seek money damages including, without limitation, removal actions, mandamus proceedings and hearings before the Judicial Qualifications Commissions.

3.10 To any Claim based on or arising out of any circumstance, act, error or omission that occurred prior to the date on which the Named Insured was first insured and continually renewed by the Association, if on such date any Insured knew, or reasonably should have known, that such circumstance, act, error or omission might form the basis of a Claim against the Insured, including any circumstance, act, error or omission that was previously reported to another insurance carrier.

ARTICLE 4. LIMITS OF LIABILITY & OTHER INSURANCE

4.1 Limit of Liability – Each Claim.

Subject to the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," the liability of the Association for each Claim shall not exceed the amount stated in the Declarations for each Claim.

4.2 Limit of Liability – Policy Aggregate.

Subject to the Limit of Liability – Each Claim and the provisions of Articles 4.4 and 4.5 of this policy, entitled "Damages and Claim Expenses Included in Limits of Liability" and "Deductible," liability of the Association for all claims shall not exceed the amount stated in the Declarations as "Aggregate."

4.3 Multiple Claims or Claimants.

A Multiple Claim shall be one Claim for all purposes of this policy. The making of demands by more than one person or organization shall not operate to increase the Association's limit of liability.

4.4 Damages and Claim Expenses Included in Limits of Liability.

The Association shall not be obligated to pay any Damages or Claim Expenses, or continue to undertake defense of any Claim after the Limit of Liability – Each Claim or the Limit of Liability – Policy Aggregate have been exhausted by payments of Damages and/or Claim Expenses or by deposit of the applicable available limit of liability in a court of competent jurisdiction; and that, in such a case, the Association shall have the right to withdraw from further defense thereof by tendering control of the defense to the Named Insured, and the Named Insured agrees, as a condition to the issuance of this policy, to accept such tender.

4.5 Deductible.

Unless otherwise stated in the Declarations, the Deductible is an aggregate amount for all Claims. The amount of the applicable Limit of Liability includes the amount of the Deductible. The Named Insured shall pay to the Association the amount paid by the Association on behalf of the Insured for Damages and/or Claim Expenses up to the amount of the Deductible. After any part of the Deductible has been incurred for Damages and/or Claim Expenses, the applicable Limit of Liability is reduced by that amount of the Deductible incurred.

4.6 Other Insurance.

If the Insured has any other insurance coverage that applies to a Claim made under this policy, the coverage provided by this policy shall be in excess to the Insured's other coverage, even if the Insured's other coverage is stated to be primary, contributory, excess, contingent or otherwise, unless the Insured's other coverage is specifically written as excess coverage over the coverage provided by this policy.

If more than one Association policy applies to a Claim under this policy against any Insured who is covered by more than one Association policy, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

If more than one Association policy applies to a Claim that arises out of a single act, error or omission, or out of a series of directly or indirectly related acts, errors or omissions, because an Insured under this Association policy and another Association policy(ies) were stockholders in, partners of, Of Counsel to or employees of the same firm at the time of the acts, errors or omissions which form the basis of the Claim, then the Limit of Liability – Each Claim under each policy will apply to the Claim in proportion to the total Limits of Liability – Each Claim under all applicable Association policies.

4.7 Reimbursement.

If the Association has paid any amounts as Damages or Claim Expenses in excess of the applicable limits of liability or within the amount of the applicable Deductible, each Insured Lawyer who is an owner, partner or shareholder of the Named Insured, jointly and severally, shall be liable to the Association for any and all such amounts and upon written demand for interim and/or final payment, shall pay such amounts within 30 days to the Association. If any such amounts are not paid to the Association when due, the Association may deduct such amounts, plus accumulated interest at the rate of 10% APR from the date due, from any future distributions due to the Named Insured.

ARTICLE 5. CLAIMS

5.1 Notice of Claim or Suit.

As a condition precedent to coverage under this policy, the Insured shall, as soon as practicable, report to the Association, in writing and during the Policy Period:

- (a) any Claim made against the Insured which might be covered by this Policy, along with any demand, notice, summons or other process received by the Insured or its representative; and
- (b) any act, error or omission which could reasonably be expected to form the basis of a Claim, but upon which no Claim has yet been made, along with complete details regarding the act, error or omission, any injury or damage which could result from such act, error or omission; and how the Insured first became aware of such act, error or omission.

Provided the Insured strictly complies with this provision, any Claim subsequently made against the Insured based on or arising out of such act, error or omission shall be deemed to have been reported to the Association on the date the Association received notice of the act, error or omission.

5.2 Assistance and Cooperation of the Insured.

The Insured shall cooperate with the Association and, upon the Association's request, assist in making settlements, assist in the conduct of suits, and assist in enforcing any right of the Association under Article 5.6, entitled "Subrogation"; and specifically, but without limitation, the Insured shall provide copies of all pertinent documents to the Association, provide reasonable reports regarding the Claim to the Association, attend hearings, mediations, arbitrations and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The Insured shall not, except at the Insured's own expense, settle any Claim, make any payment, assume any obligation, admit any liability, stipulate to any judgment against the Insured or incur any expense, without the prior written consent of the Association.

5.3 Arbitration.

The Association shall be entitled to exercise all of the Insured's rights in the choice of arbitration, in the selection of a situs for arbitration and in the conduct of any arbitration proceeding involving a Claim covered by this policy.

5.4 Date of Reporting.

A Claim shall be considered reported to the Association on the date when it was first reported in writing to the Association. A Multiple Claim shall be considered reported to the Association on the date the first of the demands for money which constitute the Multiple Claim is reported in writing to the Association, or the date on which the Association first receives written notice under Article 5.1(b) of a specific act, error or omission which may constitute all or part of the Multiple Claim, whichever is earlier.

5.5 Subrogation.

In the event of any payment under this policy, the Association shall be subrogated to the Insured's rights of recovery against any person or organization, and the Insured shall execute and deliver to the Association all necessary instruments and take whatever action is necessary to secure such rights. The Insured shall do nothing to prejudice such rights. The Association shall have the right to pursue subrogation in the name of the Insured or in its own name.

The Association shall not exercise any such rights against any persons, firms or entities included in the definition of "Insured," with the following exceptions. The Association reserves the right to exercise any rights of subrogation against an Insured if that Insured committed any acts for which that Insured's coverage is excluded by Article 3.1, and those acts caused, in whole or in part, any liability covered under this policy. The Association may pursue any subrogation rights or coverage claims which an Insured may have under any other insurance policy.

5.6 Action Against the Association.

No action shall lie against the Association unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, and until the amount of the Insured's obligations to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the claimant and the Association. Any person or organization not insured hereunder, or the legal representative thereof, who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the Association as a party to any action against the Insured to determine the Insured's liability, nor shall the Association be impleaded by the Insured or its legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the Association of its obligations hereunder.

ARTICLE 6. OTHER CONDITIONS

6.1 Changes.

Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the Association from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued as a part of this policy and signed by an officer of the Association.

6.2 Assignment.

The interest hereunder of any Insured is not assignable. If the Insured shall die or be adjudged incompetent, this policy shall cover the Insured's legal representative as the Insured with respect to liability previously incurred and covered by this policy.

6.3 Cancellation/Nonrenewal.

This policy may be cancelled by the Insured by surrender thereof to the Association or any of its authorized agents or by mailing to the Association written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled upon 30 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice stating when such cancellation shall be effective; provided, however, only 10 days' notice shall be required to cancel this policy for failure to pay premiums; and further provided that the Association's right to cancel this policy shall be subject to any statutory or regulatory restrictions.

The effective date of cancellation stated in the notice shall become the end of the Policy Period. The Association may in its discretion refuse to renew this policy upon 60 days' notice by the Association by mailing to the Named Insured at the address shown in this policy written notice of the nonrenewal and in accordance with the terms and provisions of any statutory or regulatory requirements.

The mailing of any notice as aforesaid shall be sufficient proof of notice. Delivery of such written notice either by the Insured or by the Association shall be equivalent to mailing. If the Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedures. If the Association cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

6.4 Entire Contract.

By acceptance of this policy, the Insured agrees that all statements and provisions in the Declarations and in the Insured's application for this policy form a part of this policy and are true and correct and that this policy is issued in reliance upon the truth of such representations and embodies all agreements existing between the Insured and the Association relating to this insurance.

6.5 Applicable Law.

This policy shall be interpreted in accordance with the laws of the State of Texas. Venue of any litigation based on or arising out of this policy shall be Travis County, Texas.

6.6 Reciprocal Association Policy Conditions.

(a) Member of the Association.

Each Named Insured, by virtue of the issuance of this policy, is a member of the Association as long as this policy is in force. Each Named Insured shall be entitled to one vote for each Insured Lawyer who is a shareholder in, partner of, Of Counsel to or employee of the Named Insured at the time of meetings of members of the Association, either in person or by proxy at such meetings. Upon cancellation or upon other termination of the policy, the Named Insured ceases to be a member of the Association.

(b) Policy Distributions.

The Named Insured is a Member of the Association and shall receive distributions in accordance with the conditions determined by the Board of Directors.

(c) Nonassessable.

This policy is nonassessable. The Association shall not assess any Insured any additional premiums for any adverse expense or loss experienced by the Association.



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to commit \$2,500.00 to the Hays Consolidated Independent School District related to transformers needed to add street lighting on FM 150 near Simon Middle School and Hemphill Elementary School and amend the budget accordingly. **INGALSBE**

Summary:

Hays CISD has requested funding to participate in the addition of two transformers to add the infrastructure needed for additional lighting near Simon Middle School and Hemphill Elementary School. This lighting is needed to add better visibility for safety purposes. The City of Kyle will also participate in 50% of the infrastructure costs.

Fiscal Impact:

Amount Requested: \$2,500

Line Item Number: 121-752-00.5600

Budget Office:

Source of Funds: Tobacco Settlement Fund

Budget Amendment Required Y/N?: Yes

Comments: Potential funding source, Tobacco Settlement Fund

\$2,500 - Increase Project Contributions

(\$2,500) - Decrease Contract Services

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: 03/14/2023

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

Agenda Item:

Discussion and possible action to approve Amendment #2 to the Texas General Land Office (GLO) CDBG-MIT Grant Administration Contract with Langford Community Management Services, Inc. related to updating the County's Hazard Mitigation Plan. **BECERRA/T.CRUMLEY**

Summary:

On December 21, 2021, the Commissioners Court approved amendment #1 of a contract with Langford Community Management Service, LLC for CDBG-MIT Grant Administration Services. This amendment increased the contract limit to include the Hays County Hazard Mitigation Plan in the scope of work.

A second amendment is requested under reference Section 3.01 Contract Limit, Fees, and Expenses: A not-to-exceed amount of \$100,000.00 is to be amended to a not-to-exceed amount of \$153,600.00 into the contract for the update of the County's Hazard Mitigation Plan, whereas \$100,000.00 will be paid by GLO grant funding and \$53,600 will be paid with County local funds. These funding amounts were approved by the Commissioners Court in a resolution on July 19, 2021. This amendment adds clarifying language to the contract with Langford Community Management Service.

Fiscal Impact:

Amount Requested: \$53,600

Line Item Number: TBD

Budget Office:

Source of Funds: TBD

Budget Amendment Required Y/N?: TBD

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, RFP 2020-P14, CDBG Mitigation

G/L Account Validated Y/N?: TBD

New Revenue Y/N?: N/A

Comments:

Attachments

Contract Amendment

SECOND AMENDMENT TO THE
CONTRACT FOR GRANT ADMINISTRATIVE SERVICES
BETWEEN HAYS COUNTY AND LANGFORD CMS

This 2nd Amendment to the Contract for Grant Administrative Services (“Amendment”) is made this 14th day of March, 2023, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as “County”) , and Langford CMS, Inc. (hereinafter referred to as “Contractor”) to the contract executed on or about September 8, 2020. The above-cited parties are collectively referred to as “the parties to this Agreement” or “the parties.”

AMENDMENT OF THE FOLLOWING TO THE CONTRACT:

Reference Section 3.01 Contract Limit, Fees, and Expenses: A not-to-exceed amount of \$100,000.00 is to be amended to a not-to-exceed amount of \$153,600.00 into the contract for the update of the County’s Hazard Mitigation Plan, whereas \$100,000.00 will be paid by GLO grant funding and \$53,600 will be paid with County local funds.

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

This 2nd Amendment to Contract for Grant Administrative Services hereby executed this 14th day of March, 2023 as is evidenced by the authorized signatures of the parties below.

Contractor

COUNTY

LANGFORD COMMUNITY MGT SERVICE, INC.
JUDY LANGFORD

HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE



AGENDA ITEM REQUEST FORM: K. 8.

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Daphne Tenorio, Hays County Treasurer

Sponsor:

Agenda Item

Discussion and possible action to provide staff with direction regarding the implementation of the 10% pay increase to employees in Grades 106 to 113 who are not bound by the Collective Bargaining Agreement which was approved by the Commissioners Court on January 31, 2023. **BECERRA/TENORIO**

Summary

Additional information will be provided during the Court meeting.



AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to adopt a resolution, to support the passage of legislation, including an amendment to the Constitution of the State of Texas that would prohibit the imposition of unfunded mandates on Texas Counties.

INGALSBE

Summary

Please refer to attached resolution.

Attachments

Unfunded Mandates Resolution



STATE OF TEXAS §
 §
COUNTY OF HAYS §

Resolution in Opposition to Unfunded Mandates

WHEREAS, Texas counties are responsible for the operation and management of many various governmental programs as required or authorized by state law; and

WHEREAS, some county government programs are fully or partially supported with funds disbursed by the State of Texas pursuant to the state appropriations process; and

WHEREAS, the State of Texas, acting through the Texas legislature or through a state agency or executive order, may enact laws or promulgate rules that have the effect of imposing mandatory financial obligations upon Texas counties; and

WHEREAS, the State of Texas, acting through the Texas legislature or through a state agency or executive order, mandates that counties implement certain governmental programs or perform certain duties and obligations including financial commitment by a county to expend county funds in connection therewith; and

WHEREAS, during each regular session of the Texas legislature, all state funds that support county programs are reviewed through the state appropriation process and by other budgetary review systems; and

WHEREAS, the aforementioned review process may result in a reduction, or cessation, of state financial support of county government programs causing an unforeseeable disruption and reduction of the county budget and operations; and

WHEREAS, Texas counties cannot achieve reliable financial planning and the necessary bond ratings sufficient to support county-related obligations when the state mandates a new program that is not fully funded or under conditions where the state reduces or fully withdraws prior funding and disbursement for county government programs; and

WHEREAS, substantial funding is mandated from county taxpayers and diverted every year from local services for the benefit of the citizens of Hays County to support these mandatory financial obligations imposed by the State of Texas, including in the most recent year:

\$1,981,061 to support the appointment of attorneys in criminal cases;

\$465,257 to support the appointment of attorneys in Child Protective Services (CPS) cases;

\$1,259,886 to support and maintain state prisoners in county jails pending transfer to the Texas Department of Criminal Justice, according to the regulations imposed by the Texas Jail Standards Commission;

\$18,578,582 to fund the State judicial system;

\$304,945 to fund the cost of housing parole violators held by order of the State of Texas (blue warrants) in the County Jail awaiting transport to a state penitentiary;

\$776,067 to fund the operations of the Central/County Appraisal District which operates at the direction of the State of Texas to appraise all real property and certain personal property for purposes of assessing property taxes;

\$1,472,052 to support the services of Texas Community Supervision and Corrections Department (Adult Probation) and the Juvenile Probation Department;

\$133,222 to provide support staff, office facilities, utilities, and equipment for locally stationed Texas Department of Public Safety (DPS) troopers;

These and other state mandatory services require \$108,581,720 from Hays County property taxpayers and amount to 32.4% of the county tax rate.

NOW, THEREFORE, BE IT RESOLVED, that the Hays County Commissioners Court does hereby resolve that for the foregoing reasons, it is in the best interest of Texas counties and their taxpayers to support and favor passage of legislation in the form of an amendment to the Constitution of the State of Texas that would expressly prohibit the imposition of a mandatory governmental program on Texas counties, whether by an act of the Texas Legislature or a state agency or by executive order, unless the State of Texas has fully funded and disbursed all necessary funds to enable Texas counties to operate said governmental program.

APPROVED AND ADOPTED by the Hays County Commissioners Court on this the 14th day of March, 2023.

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

Attest:

Elaine H. Cardenas MBA PhD



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Jeff McGill

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to execute a service order with Astound Business Solutions related to fiber and data services for the building located at 101 Thermon Drive, San Marcos; authorize a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D). **INGALSBE/McGILL**

Summary:

The County recently acquired a new building for the Co-Wide Operations and Health Department staff that is need of fiber and data lines in order to provide phone and internet services to the building.

Fiscal Impact:

Amount Requested: \$1,209

Line Item Number: 120-675-00.5489
001-712-00.5489

Budget Office:

Source of Funds: General & Family Health Services Fund

Budget Amendment Required Y/N?: No

Comments: Fiber and data services will be allocated to departments that are housed at the new facility based on the number of lines.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code, Ch. 262.024(a)(7)(D) for captive replacement parts/components for equipment.

G/L Account Validated Y/N?: Yes, Telephone and Data Line Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Astound Business Solutions Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and the customer specified below ("Customer"). This Service Order is made pursuant to and will be governed by that certain Master Services Agreement for Enterprise Services (the "MSA") executed separately between Provider and Customer. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

| CUSTOMER | DBA | CUSTOMER CONTACT NAME | CUSTOMER CONTACT INFO |
|--------------------------|--------------------------------|-----------------------|--|
| Hays County | | Jeff McGill | Office: (512) 393-2841 Mobile: 512-738-0635 Email: jmcgill@co.hays.tx.us |
| CUSTOMER BILLING ADDRESS | ALTERNATIVE CUSTOMER CONTACT | | ALTERNATIVE CUSTOMER CONTACT INFO |
| | | | |
| CUSTOMER ACCOUNT NUMBER | SERVICE ORDER REFERENCE NUMBER | ACCOUNT SALES REP | |
| 0 - | OP351848 | Chris Cox - 772618 | |

| INITIAL SERVICE TERM | SEGMENT |
|----------------------|------------|
| 36 months | Enterprise |

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

| PRODUCT LINE ITEM | Z-LOC ADDRESS (PRIMARY) | Z-LOC DEMARC | A-LOC ADDRESS | A-LOC DEMARC | UNITS | MRC / UNIT | TOTAL MRC | NRC / UNIT | TOTAL NRC |
|--|--|--------------|---------------|--------------|-------|------------|---------------|-------------------|---------------|
| /29 Static IP Block (5 Usable) | 101 Thermon Dr , San Marcos, TX 78666, USA | Cust Prem | N/A | | 1 | \$30.00 | \$30.00 | \$0.00 | \$0.00 |
| DIA 500 Mb | 101 Thermon Dr , San Marcos, TX 78666, USA | Cust Prem | N/A | | 1 | \$850.00 | \$850.00 | \$0.00 | \$0.00 |
| Managed SDWAN 500 Mb | 101 Thermon Dr , San Marcos, TX 78666, USA | Cust Prem | N/A | | 1 | \$329.00 | \$329.00 | \$0.00 | \$0.00 |
| NOTE: If the Demarcation Point listed above for a Service Site is the MPPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite. | | | | | | | TOTALS | \$1,209.00 | \$0.00 |

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

Important Notice Regarding E911 Service. The telephone Services provided hereunder are provided by Provider's Internet Protocol voice network (aka "VoIP"). Federal Communications Commission rules require that providers of VoIP phone services remind customers of these important E911 facts: (i) Provider needs a correct service site address in order to deliver accurate location information to E911; (ii) If you move your VoIP phone equipment to a different physical address, you must call Provider immediately to update the location information, otherwise E911 will not have your correct location information on file; (iii) VoIP services operate using the standard electrical power provided to the service site, so unless you have arranged for a back-up power supply, the Services will be unavailable during a power outage; (iv) You may not be able to make E911 calls if there is a power outage, network outage or other technical problems, or if your phone service is terminated or suspended. **By signing below Customer indicates that Customer has read and understands this notice regarding E911 service.**

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature

Printed Name

Title

Date Signed

Authorized Provider Signature

Printed Name

Title

Date Signed



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Stephanie Robinson

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to establish an operating budget for the Combined Emergency Communications Center (CECC) department and amend the budget accordingly. **SHELL/ROBINSON**

Summary:

The CECC Director position was filled effective March 1st requiring the establishment of an operating budget to function.

Fiscal Impact:

Amount Requested: \$87,567

Line Item Number: 001-615-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Funds were budgeted during the FY23 budget process to establish the position and is available to establish the operating budget in full due to the delayed start date.

See attached operating budget details.

(\$87,567) - Decrease County Wide Staff Salaries 001-645-00.5021

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Laptop - Yes, TX DIR-TSO-3763

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Dell Quote

Operating Budget details



A quote for your consideration

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

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

| | | | |
|----------------------|--|-------------------|--|
| Quote No. | 3000146962215.1 | Sales Rep | Michael Harden |
| Total | \$4,924.72 | Phone | (800) 456-3355, 80000 |
| Customer # | 9657350 | Email | Michael_Harden@Dell.com |
| Quoted On | Mar. 08, 2023 | Billing To | ACCOUNTS PAYABLE |
| Expires by | Apr. 07, 2023 | | HAYS COUNTY - AUDITORS |
| Contract Name | Texas Department of Information Resources (TX DIR) | | 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247 |
| Contract Code | C000000006841 | | |
| Customer Agreement # | TX DIR-TSO-3763 | | |
| Deal ID | 23048855 | | |

Message from your Sales Rep

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

Regards,
Michael Harden

Shipping Group

| Shipping To | Shipping Method |
|--|-------------------|
| ERICA LEE HAYS COUNTY - AUDITORS 712 S STAGECOACH TRL STE 1206 SAN MARCOS, TX 78666-6250 (512) 393-2844 | Standard Delivery |

| Product | Unit Price | Quantity | Subtotal |
|--|------------|----------|------------|
| XPS 15 9520 | \$2,689.31 | 1 | \$2,689.31 |
| Fujitsu fi-8170 - Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2 Gen 1x1 | \$1,292.84 | 1 | \$1,292.84 |

| | | | |
|--|----------|---|----------|
| Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170 | \$187.40 | 1 | \$187.40 |
| Dell 15 Inch Laptop Slim Briefcase - PO1520CS | \$27.19 | 1 | \$27.19 |
| Dell USB-C 130 W AC Adapter with 1meter Power Cord - United States | \$59.99 | 1 | \$59.99 |
| Dell 27 Monitor - P2722H, 68.6cm (27") | \$284.00 | 1 | \$284.00 |
| Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27") | \$324.00 | 1 | \$324.00 |
| Dell Multi-Device Wireless Keyboard and Mouse Combo - KM7120W | \$59.99 | 1 | \$59.99 |

| | | |
|--|---------------------|------------|
| | Subtotal: | \$4,924.72 |
| | Shipping: | \$0.00 |
| | Environmental Fee: | \$0.00 |
| | Non-Taxable Amount: | \$4,924.72 |
| | Taxable Amount: | \$0.00 |
| | Estimated Tax: | \$0.00 |
| | Total: | \$4,924.72 |

Shipping Group Details

Shipping To

ERICA LEE
HAYS COUNTY - AUDITORS
712 S STAGECOACH TRL
STE 1206
SAN MARCOS, TX 78666-6250
(512) 393-2844

Shipping Method

Standard Delivery

| | Quantity | Subtotal |
|--------------------|----------|-------------------|
| XPS 15 9520 | 1 | \$2,689.31 |

Estimated delivery if purchased today:
Mar. 22, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

| Description | SKU | Unit Price | Quantity | Subtotal |
|--|----------|------------|----------|----------|
| XPS 15 (9520) | 210-BDVG | - | 1 | - |
| 12th Generation Intel(R) Core(TM) i9-12900HK (24MB Cache, up to 5.0 GHz, 14 cores) | 338-CEIE | - | 1 | - |
| Platinum Silver exterior, Black interior | 320-BEKR | - | 1 | - |
| Windows 11 Pro, English, French, Spanish | 619-AQCE | - | 1 | - |
| 32 GB, 2 x 16 GB, DDR5, 4800 MHz, dual-channel | 370-AGXC | - | 1 | - |
| No Microsoft Office License Included | 658-BCSB | - | 1 | - |
| Backlit Black English Keyboard w/ Fingerprint Reader | 583-BJIJ | - | 1 | - |
| 15.6" FHD+ (1920 x 1200) InfinityEdge Non-Touch Anti-Glare 500-Nit Display | 320-BEPF | - | 1 | - |
| 1TB M.2 PCIe NVMe Solid State Drive | 400-BNPX | - | 1 | - |
| Intel(R) Killer(TM) Wi-Fi 6 1675 (AX211) 2x2 + Bluetooth 5.2 Wireless Card | 555-BIBB | - | 1 | - |
| Custom Configuration | 817-BBBB | - | 1 | - |
| NVIDIA(R) GeForce RTX(TM) 3050 Ti 4GB GDDR6 [40W] | 490-BGVE | - | 1 | - |
| US Power Cord - Black | 470-AEJW | - | 1 | - |
| Energy Star Label | 389-DOVG | - | 1 | - |
| Intel(R) ME Disabled, No Out-of-Band System Management | 631-ADMB | - | 1 | - |
| 6-Cell Battery, 86WHr (Integrated) | 451-BCPR | - | 1 | - |
| Shipping Material | 328-BEZQ | - | 1 | - |
| Intel Core i9 Processor Label | 389-DYKH | - | 1 | - |
| Additional Software | 658-BFNV | - | 1 | - |
| Black 130W Type-C Power Adapter | 450-AJQI | - | 1 | - |
| Dell Limited Hardware Warranty Initial Year | 801-0978 | - | 1 | - |
| Premium Support Plus: Onsite Service after Remote Diagnosis, 1 Year | 814-0822 | - | 1 | - |
| Premium Support Plus: Accidental Damage Service, 3 Years | 814-0839 | - | 1 | - |
| Premium Support Plus: Onsite Service after Remote Diagnosis, 2 Years Extended | 814-0840 | - | 1 | - |
| Premium Support Plus: 7x24 Technical Support, 3 Years | 814-0845 | - | 1 | - |
| Dell Limited Hardware Warranty Extended Year(s) | 975-3461 | - | 1 | - |

| | | | Quantity | Subtotal |
|---|--|------------|----------|------------|
| Fujitsu fi-8170 - Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2 Gen 1x1 | | \$1,292.84 | 1 | \$1,292.84 |
| Estimated delivery if purchased today: Mar. 16, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763 | | | | |

| Description | SKU | Unit Price | Quantity | Subtotal |
|--|----------|------------|----------|----------|
| Fujitsu fi-8170 - Document scanner - Dual CIS - Duplex - 8.5 in x 14 in - 600 dpi x 600 dpi - up to 70 ppm (mono) / up to 70 ppm (color) - ADF (100 sheets) - up to 10000 scans per day - Gigabit LAN, USB 3.2 Gen 1x1 | AC120062 | - | 1 | - |

| | | | Quantity | Subtotal |
|---|--|----------|----------|----------|
| Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170 | | \$187.40 | 1 | \$187.40 |
| Estimated delivery if purchased today: Mar. 16, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763 | | | | |

| Description | SKU | Unit Price | Quantity | Subtotal |
|--|----------|------------|----------|----------|
| Fujitsu Advance Exchange - Extended service agreement - advance hardware replacement - 3 years - shipment - 9x5 - response time: next business day (for requests before 2:00 p.m.) - for fi-8170 | AC246349 | - | 1 | - |

| | | | Quantity | Subtotal |
|---|--|---------|----------|----------|
| Dell 15 Inch Laptop Slim Briefcase - PO1520CS | | \$27.19 | 1 | \$27.19 |
| Estimated delivery if purchased today: Mar. 13, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763 | | | | |

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|----------|------------|----------|----------|
| Dell 15 Inch Laptop Slim Briefcase - PO1520CS | 460-BCMK | - | 1 | - |

| | | | Quantity | Subtotal |
|---|--|---------|----------|----------|
| Dell USB-C 130 W AC Adapter with 1meter Power Cord - United States | | \$59.99 | 1 | \$59.99 |
| Estimated delivery if purchased today: Mar. 16, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763 | | | | |

| Description | SKU | Unit Price | Quantity | Subtotal |
|--|----------|------------|----------|----------|
| Dell USB-C 130 W AC Adapter with 1meter Power Cord - United States | 450-AHOM | - | 1 | - |

| | | | Quantity | Subtotal |
|---|--|----------|----------|----------|
| Dell 27 Monitor - P2722H, 68.6cm (27") | | \$284.00 | 1 | \$284.00 |
| Estimated delivery if purchased today: Mar. 13, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763 | | | | |

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

Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27")

Estimated delivery if purchased today:
Mar. 13, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

\$324.00

1

\$324.00

| Description | SKU | Unit Price | Quantity | Subtotal |
|---|----------|------------|----------|----------|
| Dell 27 USB-C Hub Monitor - P2722HE, 68.6cm (27") | 210-BBCM | - | 1 | - |
| Dell Limited Hardware Warranty | 814-5380 | - | 1 | - |
| Advanced Exchange Service, 3 Years | 814-5381 | - | 1 | - |

Dell Multi-Device Wireless Keyboard and Mouse Combo - KM7120W

Estimated delivery if purchased today:
Mar. 13, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

\$59.99

1

\$59.99

| Description | SKU | Unit Price | Quantity | Subtotal |
|--|----------|------------|----------|----------|
| Dell Multi-Device Wireless Combo KM7120W | 580-AISY | - | 1 | - |

| | |
|--------------------|------------|
| Subtotal: | \$4,924.72 |
| Shipping: | \$0.00 |
| Environmental Fee: | \$0.00 |
| Estimated Tax: | \$0.00 |
| Total: | \$4,924.72 |

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

CECC Operating Budget

| <u>Description</u> | <u>G/L Account</u> | Annualized <u>Amount</u> | <u>FY23</u> | |
|---------------------------------|--------------------|-----------------------------|--------------|---|
| Dept Head Salary | .5011 | 93,799 | 54,716 | |
| Travel Allowance | .5191 | 3,600 | 2,100 | |
| FICA | .5101_100 | 6,039 | 3,523 | |
| Medicare | .5101_200 | 1,412 | 824 | |
| Retirement | .5101_300 | 13,431 | 7,835 | |
| Medical Insurance | .5160_400 | 11,760 | 6,860 | |
| Dental Insurance | .5160_500 | 405 | 236 | |
| Life Insurance | .5160_600 | 66 | 39 | |
| Data Supplies | .5202 | | 945 | Monitors, keyboard, mouse, flash drives, etc. |
| Office Supplies | .5211 | | 250 | |
| Postage | .5212 | | 50 | |
| Books & Periodicals | .5213 | | 150 | |
| Membership Fees & Bonds | .5302 | | 250 | |
| Software Maintenance & Licenses | .5429 | | 60 | Adobe Pro |
| Printing Services | .5461 | | 300 | Business cards, letterhead envelopes |
| Telephone & Data Lines | .5489 | | 1,000 | Landline and cell phone |
| Continuing Education | .5551 | | 4,200 | Training registration, hotel, mileage, meals |
| Computer Equipment_Operating | .5712_400 | | <u>4,230</u> | Laptop, scanner |
| | | | 87,567 | |



AGENDA ITEM REQUEST FORM: K. 12.

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Vickie Dorsett

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to review and approve a preliminary Hays County budget calendar for Fiscal Year 2024.
BECERRA/DORSETT

Summary

Attachments

FY24 Budget Calendar



Hays County

FY 2024 Budget Calendar

March 2023

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--------|---------|-----------|----------|--------|----------|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

May 2023

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--------|---------|-----------|----------|--------|----------|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

June 2023

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--------|---------|-----------|----------|--------|----------|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

July 2023

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--------|---------|-----------|----------|--------|----------|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

August 2023

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--------|---------|-----------|----------|--------|----------|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

September 2023

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--------|---------|-----------|----------|--------|----------|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

MARCH 2023

| | |
|------------|---|
| March 20th | Budget notification sent to all departments |
|------------|---|

MAY 2023

| | |
|----------------------|--|
| May 15th | Department deadline for entering Requested Budget into NWS financial software |
| May 15th - June 20th | Budget Office will review all department requests, import all salary data and create personnel and capital equipment schedules |

JUNE 2023

| | |
|-----------------------|---|
| June 20th | Notification sent to County Judge and Commissioners that requested budgets are completed |
| June 21st - July 24th | Budget Office prepares recommended budget and meets with court members and department heads as needed |

JULY 2023

| | |
|-----------|---|
| July 25th | Chief appraiser certifies approved appraisal roll |
|-----------|---|

AUGUST 2023

| | |
|-------------|--|
| August 1st | Budget Office presents recommended budget to Commissioners Court and files a copy with the County Clerk and on website |
| August 8th | Public Notice for Public Hearing on Proposed Budget (at least 10 days but no more than 30 days before public hearing) |
| August 8th | Budget workshop - 11:00 a.m. Commissioners Court |
| August 15th | Budget workshop - 11:00 a.m. Commissioners Court |
| August 22nd | 1:00 p.m. Public Hearing on Proposed Budget, Vote on proposed tax rate and proposed budget; schedule public hearings on the tax rate and budget (prior to Sept 1) |
| August 25th | Publish notice of public hearings on tax increase (if needed); budget notices emailed to Elected Officials'; Publish Elected Officials' salaries and summary of budget; Publish notice of hearing on budget (by Sept 1 or 30 days after certified values are received) |

SEPTEMBER 2023

| | |
|----------------|---|
| September 12th | Public hearing on tax rate (if necessary) at least 7 days after public notice)) |
| September 19th | 1:00 p.m. Public Hearing on the FY 2024 Budget |
| | Set salaries of Elected Officials |
| | Adopt budget after making final changes |
| | Set tax rate and levy taxes (at least 3 days but no more than 14 days after public hearing) |
| September 30th | File final approved budget with County Clerk |



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to authorize the Commissioner Pct. 2 Office to submit Community Project Funding requests to the House Appropriations Committee through Congressman Greg Casar, 35th District of Texas. **COHEN**

Summary

For the 118th Congress, the House Appropriations Committee is accepting Community Project Funding requests for Fiscal Year 2024. These requests will be funded through the numerous government appropriations bills.

Each request must include demonstrated community support, such as:

- *Letters of support from elected community leaders
- *Press articles highlighting the need for the specific project
- *Resolutions passed by local/county/state governments
- *Projects listed on community development plans, state intended use plans, and other publicly available planning documents
- *Support from local newspaper editorial boards, etc.
- **Matching funds are required for each project from the state/local government (matching funding does NOT have to be in-hand, but officials must have a plan to fund in order to meet this requirement).

The Commissioner would like authorization to submit requests to the House Appropriations Committee for various projects throughout the community. Deadline for submission is March 15th.



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Gary Cutler & Brett Littlejohn

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to execute a Participation Agreement between Hays County and Choice Partners Cooperative related to participating in Food/Cafeteria related contracts with Choice Partners Cooperative for the 2022-2023 school year. **INGALSBE/CUTLER/LITTLEJOHN**

Summary

On February 28, 2017, the Hays County Commissioners Court approved an Interlocal Agreement with the Harris County Department of Education to become a member with Choice Partner Cooperative. Each year Hays County must sign a Participating Agreement in order to utilize the Food/Cafeteria contracts procured by Choice Partners. The Jail and Juvenile Detention Center both utilize the Food/Cafeteria contracts procured through Choice Partners.

Attachments

2023-2024 Participation Agreement



Choice Partners Cooperative 2023-2024 PARTICIPATION AGREEMENT

Hays County

(School District Name/Entity), commits to participating in the below selected Food/Cafeteria Related Contracts with Choice Partners Cooperative for the **2023-2024 school year**.

1. Choice Partners (CP) is a cooperative purchasing organization under Harris County Department of Education (HCDE), a governmental entity and county school district.
2. Choice Partners (CP) formally procures these RFPs on behalf of all participating Co-op members.
3. CP contracts may only be used by governmental entities and/or nonprofit organizations that are CP members.
4. CP may allow for the addition of new members depending upon if this addition would cause a material change (as the term is defined by TDA/USDA rules and regulations) to the original contract.
5. CP contracts are awarded by the HCDE (Harris County Dept of Ed) governing board of trustees.
6. All Procurement has been and will be conducted according to EDGAR/2 CFR 200/Uniform Guidance, TDA and USDA regulations.
7. All Co-op members have access to our website (www.choicepartners.org). The CP website contains all documentation demonstrating CP's compliance with applicable laws, rules, and regulations, including, but not limited to, pricing/order guides, child nutrition labels, and due diligence files for Procurement Reviews and/or Annual Reviews (which include copies of the RFP, vendors' proposals, CP's independent estimate and cost price analysis, EDGAR certifications, etc.) administered by TDA.
8. Finalized documents are posted to the CP website and are available to members upon login.
9. There is no charge to members to join CP and no charge to use CP contracts.
10. The total cost of the HCDE/CP cooperative program is funded through the HCDE/CP Administrative Fees paid to HCDE/CP by awarded Vendors.
11. Each CP member is required to complete this **Participation Agreement** if they wish to purchase from any of these bids during the agreement timeline.

By committing to participate with Choice Partners Co-op, I understand and agree to the following:

(Please acknowledge by checking each box)



My school/district/entity must have a signed Interlocal Agreement with HCDE/Choice Partners Cooperative.



My school/district/entities historical purchases and estimated quantities for the upcoming year will be used in CP's procurement and contract renewal process and the exit from this contract before the committed agreement time period (12 months) could result in a "material change" of the original bid.



I am authorized to enter into this agreement on behalf of the above-listed school/district/entity.



I have also read, understand, and agree to the roles and responsibilities detailed below:

Choice Partners Cooperative's Roles and Responsibilities:

- Provide for the organizational and administrative structure of the cooperative purchasing program.
- Provide training and ongoing technical assistance as needed for all CP members.
- Receive quantity estimates from CP members & current awarded vendors and prepare appropriate quantity totals by items.
- Conduct competitive procurement and administer contracts, including renewals, and implement procurement activities in compliance with applicable state and federal procurement guidelines.
- Send RFP invitations to all vendors and/or brokers, when applicable.
- Negotiate pricing and award contracts to responsive vendors.
- Maintain CP website with up-to-date information.
- Host an annual nutrition and product expo for members and select students to attend.
- Undertake applicable roles and responsibilities imposed on cooperatives as outlined by TDA.

School/District/Other Entity roles and responsibilities:

- Ensure they have a signed, valid Interlocal Agreement/Participation Agreement on file with HCDE/CP.



Choice Partners Cooperative 2023-2024 PARTICIPATION AGREEMENT

- Timely provide CP with forecasting for all CP purchases desired for SY23-24, as requested by assessing the following factors: past purchases, current prices and trends, student enrollment (current and projected), student average participation (current and projected), future campus realignment including new schools, available and future product storage, velocity reports, planned changes specific to products, and established schedule of purchasing.
- Maintain confidentiality of information discussed at bid evaluation/procurement meetings.
- Manage the contract(s) by ensuring that the awarded vendors perform in accordance with the terms and conditions, and specifications and/or technical requirements of their contracts and/or purchase orders.
- Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
- Communicate regularly with CP staff to submit requests, report discrepancies, and respond to all related email correspondences in a reasonable timeframe.
- Utilize purchased product in a timely manner; give plenty of notice to vendors when menu changes have been made.
- Submit the appropriate documentation to CP for approval when new items are being requested to be added to a particular bid.
- Pay vendor(s) within an acceptable time frame for all goods and services, in accordance with applicable law.

****PLEASE SELECT FROM THE FOLLOWING OPTIONS WHICH CONTRACTS YOU PLAN ON UTILIZING FOR THE UPCOMING SCHOOL YEAR:**

| RFP | CURRENT AWARDED VENDORS | PLEASE CHECK WHICH CP CONTRACTS YOU WILL BE UTILIZING FOR SY 23-24? |
|--|----------------------------------|---|
| BREAD PRODUCTS **New RFP will be issued | TBD | <input type="checkbox"/> |
| BOTTLED DRINKING WATER, COOLERS, & OTHER BEVERAGE RELATED PRODUCTS 21/0365TP | DS SERVICES (SPARKLETTS) | <input type="checkbox"/> |
| | NESTLE WATERS | <input type="checkbox"/> |
| | THE MASTERS DISTRIBUTION SYSTEMS | <input type="checkbox"/> |
| DAIRY & OTHER RELATED PRODUCTS 21/036TP | HILAND/BORDEN DAIRY | <input checked="" type="checkbox"/> |
| EMERGENCY FEEDING (Direct Ship Bid) 20/048TP | ALBIE'S FOODS | <input type="checkbox"/> |
| | ALPHA FOODS CO. | <input type="checkbox"/> |



Choice Partners Cooperative 2023-2024 PARTICIPATION AGREEMENT

| | | |
|--|---------------------------------|-------------------------------------|
| EMERGENCY FEEDING CONT. (Direct Ship Bid) 20/048TP | CONAGRA FOODS | <input type="checkbox"/> |
| | HADLEY FARMS BAKERY | <input type="checkbox"/> |
| | JTM FOOD GROUP | <input type="checkbox"/> |
| | LABATT FOOD SERVICE | <input checked="" type="checkbox"/> |
| | TASTY BRANDS | <input type="checkbox"/> |
| FOOD EQUIPMENT, PARTS, REPAIR, SMALL WARES **New RFP will be issued | TBD | <input type="checkbox"/> |
| FROZEN & CHILLED BEVERAGES 20/040TP | BAR FRESH | <input type="checkbox"/> |
| | TRIDENT BEVERAGE | <input type="checkbox"/> |
| COMMERCIAL FOOD DISTRIBUTOR 22/036TP | GORDON FOOD SERVICE | <input checked="" type="checkbox"/> |
| | LABATT FOOD SERVICE | <input checked="" type="checkbox"/> |
| TECHNOLOGY & OTHER RELATED SERVICES AND PRODUCTS 23/004LS | AUTOMATED FINANCIAL | <input type="checkbox"/> |
| | DESCON SIGNAGE SOLUTIONS | <input type="checkbox"/> |
| | EMS LINQ (Meals Plus and ISite) | <input type="checkbox"/> |
| | HARRIS SCHOOL SOLUTIONS | <input type="checkbox"/> |
| | HEALTH-E MEAL PLANNER PRO | <input type="checkbox"/> |
| | HEARTLAND SCHOOL | <input type="checkbox"/> |
| | MENULOGIC K12 | <input type="checkbox"/> |
| | PCS REVENUE CONTROL SYSTEMS | <input type="checkbox"/> |
| | NUTRI-LINK TECHNOLOGIES | <input type="checkbox"/> |
| | PCS REVENUE CONTROL | <input type="checkbox"/> |
| | PRIMEROEDGE | <input type="checkbox"/> |
| | TABLETKIOSK | <input type="checkbox"/> |
| | TEKVISIONS INC | <input type="checkbox"/> |
| CAFETERIA TRADES 23/019TP | PALMER HAMILTON | <input type="checkbox"/> |
| | RADIUS DESIGN WORKS | <input type="checkbox"/> |
| | THE EDU-SOURCE CORP. | <input type="checkbox"/> |



Choice Partners Cooperative 2023-2024 PARTICIPATION AGREEMENT

| | | |
|---|--------------------------------------|--------------------------|
| CHEMICAL PRODUCTS & SERVICES 22/037TP | ARMSTRONG REPAIR CENTER | <input type="checkbox"/> |
| | AUTO-CHLOR SERVICES, LLC | <input type="checkbox"/> |
| | ECOLAB INC. | <input type="checkbox"/> |
| | SEATEX LLC | <input type="checkbox"/> |
| | SFSPAC FOOD SAFETY & SANITATION | <input type="checkbox"/> |
| VENDING MACHINES & SERVICE 19/062TP **New RFP will be issued in the fall | CANTEEN (FRESH BREW GROUP) | <input type="checkbox"/> |
| DIRECT DELIVERY OF SNACKS & BEVERAGES 22/040LS | THE MASTERS DISTRIBUTION SYSTEMS CO. | <input type="checkbox"/> |
| RESTAURANT BRANDED FOOD DELIVERY 22/039LS | MAC PIZZA MGMT. | <input type="checkbox"/> |
| | DOMINO'S INC. | <input type="checkbox"/> |
| ICE CREAM PRODUCTS 21/041LS | BLUE BONNET DSD | <input type="checkbox"/> |
| | JP ICE CREAM DISTRIBUTORS | <input type="checkbox"/> |
| | LA COSTENITA DISTRIBUTOR INC. | <input type="checkbox"/> |
| | PALETERIA EL PIPE | <input type="checkbox"/> |
| | YUMI ICE CREAM CO. | <input type="checkbox"/> |
| FROZEN DESSERT PRODUCTS **New RFP will be issued | TBD | <input type="checkbox"/> |
| SITE BASED PIZZA PROGRAM 21/046LS | SMART MOUTH FOODS | <input type="checkbox"/> |
| PRODUCE & OTHER SPECIALTY PRODUCT **New RFP will be issued | TBD | <input type="checkbox"/> |



Choice Partners Cooperative 2023-2024 PARTICIPATION AGREEMENT

This Participation Agreement and the School/Districts/Entities Interlocal Agreement constitute the entire agreement of the parties regarding the subject matter hereof; notwithstanding and provision in the School/Districts/Entities Interlocal Agreement to the contrary, in the event of a conflict between the terms of this Participation Agreement and the School/District/Entities Interlocal Agreement, the terms of the School/Districts/Entities Interlocal Agreement shall prevail.

Mansol Villanreal-Alonzo

Primary Contact's Name

Mansol.Alonzo@co.hays.tx.us

Email Address

Hays County Auditor

Title

512-393-2283

Phone Number

Signature Authorized Representative

Stephanie Hunt

Secondary Contact's Name

Stephanie.hunte@co.hays.tx.us

Email Address

Today's Date

Assistant County Auditor

Title

512-393-2247

Phone Number

Hays

County

CE ID#

(if applicable)

ESC Region

(if applicable)

2022-2023 Enrollment

(if applicable)

Mailing Address

712 S. Stagecoach trail, Ste. 1071

City, State, Zip

San Marcos, TX 78666

****Return completed form to:
Choice Partners - Trisha Prestigiacomo
Trisha@ChoicePartners.org**



AGENDA ITEM REQUEST FORM: K. 15.

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to adopt the use of Texas Local Government Code 232.110; and to direct staff towards implementation. **SMITH**

Summary

See attached Resolution.

Attachments

Resolution



Resolution No. _____

**RESOLUTION OF HAYS COUNTY, TEXAS TO TAKE ADVANTAGE OF LOCAL
GOVERNMENT CODE § 232.110**

WHEREAS, the 86th General Session of the Texas Legislature held in 2019 enacted Local Government Code § 232.110 entitled “*Apportionment of County Infrastructure Costs*” (“the Statute”); and

WHEREAS, the Statute allows counties the ability to cost share with developers a portion of the burden on current county infrastructure and their anticipated improvements for development projects; and

WHEREAS, Hays County recognizes that utilizing the Statute could benefit Hays County and its citizens by allowing developers to share in costs that would otherwise be solely borne by Hays County and its taxpayers.

NOW, THEREFORE, BE IT RESOLVED, Hays County shall immediately take advantage of the Statute in a manner that is just and equitable; and

FURTHER, BE IT RESOLVED, that Hays County shall also endeavor to draft and pass an ordinance that sets clear and specific standards for use of the Statute that are just and equitable, excluding such projects as have already submitted for consideration a preliminary or final plat, or currently hold an executed development agreement with Hays County.

PASSED & APPROVED THIS _____ DAY OF MARCH 2023

The Honorable Ruben Becerra,
Hays County Judge

ATTEST:

Elaine Cardenas MBA PhD
Hays County Clerk



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Jennifer Doinoff & Jeff McGill

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to award a contract for IFB 2023-B13 Contractor for IT-Elections Building Renovation to Trimbuilt Construction, Inc., \$1,088,798.73 and amend the budget accordingly. **INGALSBE/DOINOFF/MCGILL**

Summary:

On January 17, 2023, Commissioners Court approved Purchasing to solicit for bids for IFB 2023-B13 Contractor for IT-Elections Building Renovation. Purchasing received four (4) bids from the following companies:

Trimbuilt Construction, Inc. \$1,088,798.73
Tegrity Contractors \$1,177,777.00
Falkenberg Construction \$1,299,000.00
Sullivan Contracting Services \$1,636,620.00

It is staff's recommendation to award to Trimbuilt Construction, Inc.

Fiscal Impact:

Amount Requested: \$1,088,798.73
Line Item Number: 001-655-00.5741

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Capital project funding was approved during the FY23 budget process.
\$1,088,799 - Increase Elections Office Misc. Capital Improvements 001-655-00.5741
(1,088,799) - Decrease Co-wide Misc. Capital Improvements 001-645-00.5741

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Invitation For Bid 2023-B13, Contractor for IT-Elections Building Renovation
G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

Final Tabulation

**IFB 2023-B13 Contractor for IT- Elections Building Renovation
Bid Tabulation**

| Firm | Total Bid | Rank |
|-------------------------------|----------------|------|
| Trimbuilt Construction, Inc | \$1,088,798.73 | 1 |
| Tegrity Contractors | \$1,177,777.00 | 2 |
| Falkenberg Construction | \$1,299,000.00 | 3 |
| Sullivan Contracting Services | \$1,636,620.00 | 4 |



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Mark Kennedy, General Counsel

Sponsor:

Commissioner Smith

Agenda Item

Discussion regarding the proposed Mission Oaks Development Agreement; and possible action to consider tabling the item for a later date. **SMITH/KENNEDY**

Summary

The proposed development agreement will serve to exempt the Mission Oaks Condominium Regime and its units from subdivision platting requirements outlined in the Hays County Development Regulations, while ensuring that development standards from our Regulations are met.



AGENDA ITEM REQUEST FORM: **K. 18.**

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action regarding the contract between Hays County and McCreary, Veselka, Bragg, and Allen, PC for delinquent collections. **BECERRA**

Summary

The current Contract auto-renews periodically.



AGENDA ITEM REQUEST FORM: K. 19.

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to approve a resolution in support of the creation of a District Court within Hays County.
BECERRA

Summary

See attached resolution.

Attachments

Resolution



**RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT
IN SUPPORT OF THE CREATION OF A DISTRICT COURT WITHIN HAYS COUNTY**

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

WHEREAS, despite the implementation of efficiencies, Hays County continues to experience steady population growth and subsequent burdens on both criminal and civil caseloads; and

WHEREAS, the number of full time District Courts within Hays County addressing our increasing caseloads is insufficient to meet our current needs; and

WHEREAS, current and former judges of Hays County have voiced support for the creation of Courts to assist in relieving the burdens of caseloads; and

WHEREAS, the Hays County Commissioners Court finds it in the best interest of the citizens of Hays County to create one additional Judicial District within Hays County on a timeline that gives Hays County the ability to accommodate that office; and

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Hays County hereby supports and requests the creation of a new Judicial District Court for Hays County during the 88th Legislative Session, to be effective September 1, 2023; and

BE IT FURTHER RESOLVED that the foregoing recitals are hereby found to be true and accurate findings of the Commissioners Court of Hays County, Texas; and

BE IT FURTHER RESOLVED that this Resolution was duly considered and approved at a meeting of the Hays County Commissioners Court; and

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately from and after its adoption in accordance with law.

ADOPTED, PASSED AND APPROVED, on this the 14th day of March, 2023.

**Ruben Becerra
Hays County Judge**

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

**Dr. Michelle Cohen
Commissioner, Pct. 2**

**Lon A. Shell
Commissioner, Pct. 3**

**Walt Smith
Commissioner, Pct. 4**

ATTEST:

**Elaine H. Cárdenas, MBA, PhD
Hays County Clerk**



Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Tammy Crumley

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to award RFP 2023-P04 Countywide Electrical to CT Electric and authorize staff and General Counsel to negotiate a contract. **BECERRA/T.CRUMLEY**

Summary

On January 31, 2023, the Commissioners Court approved specifications and authorized Purchasing to solicit for Countywide Electrical. Purchasing received three (3) proposals from the following firms:

CT Electric
J.S. Electric. Inc.
SA Smart Solutions, LLC.

After evaluation of the proposal, the evaluation committee's recommendation is to pursue negotiation with CT Electric. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.



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

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Windy Hill Road in Pct. 1 & 2. Possible discussion and/or action may follow in open court. **COHEN/INGALSBE**

Summary

To be provided in Executive Session.



AGENDA ITEM REQUEST FORM: **L. 2.**

Hays County Commissioners Court

Date: 03/14/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Darden Hill Road in Pct. 4. Possible discussion and/or action may follow in open court. **SMITH**

Summary
