

**Commissioners Court -- AUGUST 8, 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 **AUGUST 8, 2023**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

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

D. **ROLL CALL**

E. 

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

F. 

<b>PRESENTATIONS &amp; PROCLAMATIONS</b>
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1. Presentation and update regarding the creation and work of the Hays County Behavioral Advisory Team (BAT).  
**INGALSBE**

G. 

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **TENORIO**
3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4. Approve Commissioners Court Minutes of July 25, 2023 and August 1, 2023. **BECERRA/CARDENAS**
5. Approve the payment of the August 15, 2023 payroll disbursements in an amount not to exceed \$3,800,000 effective August 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**
6. Authorize the execution of a contract amendment to the Department of State Health Services (DSHS), Public Health Workforce Grant. **INGALSBE/T. CRUMLEY**

7. Authorize the execution of an amendment to a grant award from the Department of State Health Services, Tuberculosis Prevention - Federal (TB-FED). **INGALSBE/T. CRUMLEY**
8. Authorize the County Judge to execute a Memorandum of Understanding (MOU) between the Department of State Health Services (DSHS) and the Hays County Local Health Department (HCLHD) for medications received through DSHS's Pharmacy Unit ordering platform. **INGALSBE/T. CRUMLEY**
9. Authorize the acceptance of a grant award from the Capital Area Council of Governments (CAPCOG) in the amount of \$10,000.00 and amend the budget accordingly. **BECERRA/T. CRUMLEY**
10. Authorize the County Judge to execute an updated services agreement between Hays County and The Bug Master to add pest prevention services to the interior of the PSB 911 Call Center in the amount of \$115.00 quarterly and authorize a waiver to the purchasing policy. **SHELL/T. CRUMLEY**
11. Authorize the transfer of \$1,100.00 to continuing education funds within the Development Services operating budget and amend the budget accordingly. **BECERRA/PACHECO**
12. Amend the Elections Administration Office continuing education budget for additional funds needed to attend the 41st Annual Election Law Seminar for County Election Officials held in Austin, Texas. **SMITH/DOINOFF**
13. Authorize IT and Election's Department to purchase security camera and monitoring system for the IT-Elections Building from Security One, Inc. and authorize a purchasing wavier to the Purchasing Policy and amend the budget accordingly. **SHELL/DOINOFF/MCGILL**
14. Authorize the Justice of the Peace, Precinct 5 Office to purchase one Microsoft Surface Go3 tablet utilizing the Justice Court Technology Fund and amend the budget accordingly. **COHEN/BRYANT**
15. Authorize additional travel funds for the Juvenile Probation Office related to juvenile placements and amend the budget accordingly. **BECERRA/DAY**
16. Approve Utility Permits. **COHEN/INGALSBE/BORCHERDING**
17. Authorize the County Clerk's Office to purchase four additional modular desk units for staffing needs and amend the budget accordingly. **BECERRA/CARDENAS**
18. Authorize the Constable Pct. 5 Office to purchase additional law enforcement supplies utilizing continuing education savings and amend the budget accordingly. **COHEN/ELLEN**
19. Authorize the County Judge to execute an Interface Agreement between Hays County and Clinical Pathology Laboratories, Inc. (CPL) for an electronic medical record interface between CPL and CureMD. **COHEN/T. CRUMLEY**
20. Approve the appointment of Alex Banbury to the Hays County Historical Commission to replace Jonafa Banbury, the County Judge's appointee. **BECERRA**

H.	<b>ACTION ITEMS</b>
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I.	<b>ROADS</b>
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1. Discussion and possible action to authorize the Court to execute Contract Amendment No. 1 in the amount of \$10,000.00 to the Professional Services Agreement between Hays County and Halff Associates, Inc. for appraisal review services on the RM 12 safety improvements near the intersection of Skyline Drive and Mountain Crest Drive project in Precinct 3, as part of the Hays County Road Bond Program. **SHELL/BORCHERDING**
2. Discussion and possible action to authorize the execution of Contract Amendment No. 4 in the amount of \$55,000.00 to the Professional Services Agreement between Hays County and BGE, Inc. for the RM 967 project from UPRR to IH-35 in Precinct 4; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **SMITH/BORCHERDING**
3. Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement Amendment No. 1 between Hays County and the Texas Department of Transportation relating to the US 290 at

Trautwein Road intersection improvement project. **SMITH/BORCHERDING**

4. Discussion and possible action to approve the selection of Doucet & Associates, Inc. to provide engineering services for RM 12 from RM 150 to Golds Road project in Precinct 3; and authorize staff and counsel to negotiate a contract. **SHELL/BORCHERDING**
5. Hold a public hearing with possible action to establish a 3-way stop at the intersection La Ventana Parkway and Elder Hill Road. **SMITH/BORCHERDING**
6. Discussion and possible action to consider the release of the 2-year maintenance bond #107434401 in the amount of \$135,377.94, and the acceptance of roads into the county road maintenance system for Parten Ranch Phase 5. **SMITH/BORCHERDING**
7. Discussion and possible action to consider the release of the 2-year maintenance bond #135515C in the amount of \$284,666.74, and the acceptance of roads into the county road maintenance system for Hymeadown Section 2, Phase 1. **INGALSBE/BORCHERDING**

J.

**SUBDIVISIONS**

1. PLN-2248-PC; Hold for a Public Hearing, followed by discussion and possible action regarding Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat. **SHELL/PACHECO**
2. PLN-2093-PRE; Discussion and possible action to consider granting a variance from Chapter 721 § 5.03 and Table 721.02 of the Hays County Development Regulations regarding the Hawk Ridge, Phase 2, Preliminary Plan. **SMITH/PACHECO**

K.

**MISCELLANEOUS**

1. Discussion and possible action to authorize the execution of a contract between Hays County and Corrections Software Solutions regarding Pre-Trial Case Management Software (RFP 2023-P08) and amend the budget accordingly. **SHELL/FOCKEN**
2. 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 the property located at 6331 Niederwald Strasse, Kyle, TX 78620. **INGALSBE/PACHECO**
3. Discussion and possible action to authorize execution of a General Letter of Understanding for implementation of Employee Navigator, operated by The Blue Orange Solutions, LLC, for County benefits management and authorize a waiver to the County Purchasing Policy. **INGALSBE/SHELL/MILLER**
4. Discussion and possible action to authorize Building Maintenance to install an ADA ramp in front of the Thermon building leading from the parking lot to the building. **SHELL/T.CRUMLEY**

L.

**WORKSHOP**

1. 11:00 a.m. - Budget Workshop regarding the Fiscal Year 2024 budget. Possible action may follow. **BECERRA/DORSETT**

M.

**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, 551.074, and 551.076 of the Texas Government Code: consultation with counsel and deliberation regarding the deployment of security personnel or devices at the Hays County Government Center and each individual position within the Constables Office for Precinct 1. **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 real property associated with

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

N.

**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 of Pre-Trial Services Randy Focken. **BECERRA**

O. **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 4th day of August, 2023  
**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

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





## Hays County Commissioners Court

Date: 08/08/2023

**Requested By:** Judge Elaine Brown, Hays County Court-at-Law, #3 and City of San Marcos Chief of Police, Stan Standridge

**Sponsor:** Commissioner Ingalsbe

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### Agenda Item

Presentation and update regarding the creation and work of the Hays County Behavioral Advisory Team (BAT).  
**INGALSBE**

### Summary

Provided is the Hays County Behavioral Advisory Team (BAT) 5 Approved Strategic Priorities for Hays County based on the Texas Health and Human Services' Sequential Intercept Model Mapping Workshop.

1. Expand crisis options through the development of a diversion center.
2. Develop strategies to address frequent utilizers and pilot a new Assertive Community Treatment program.
3. Explore the development of a Behavioral Health Office to coordinate county services.
4. Increase information and data sharing across the Sequential Intercept Model.
5. Enhance 911 and law enforcement and response to behavioral health crises.

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### Attachments

BAT Charter

# **Hays County Behavioral Advisory Team Charter**

May 3, 2023

## **Article I: Name**

The name of this Committee is the Hays County Behavioral Advisory Team (BAT), and it will be referred to as the BAT.

## **Article II: Authority**

The BAT was established on March 1, 2023, by unanimous agreement of participants at an organizational meeting. The BAT is an advisory board to local stakeholders and local government, encouraging and stewarding action plans for systemic change, and making recommendations for legislative action.

## **Article III: Purpose**

The Hays County BAT is empowered to specifically function as a single point of advisory, accountability, planning, and resource coordination for all City of San Marcos, City of Kyle and Hays County behavioral health services. Behavioral health, for purposes of this document and the sphere of responsibility of the BAT, will encompass all individuals with co-occurring diagnoses to include mental health, substance use, and intellectual / developmental disabilities.

The BAT will communicate and present planning, financial, operational, managerial, and programmatic recommendations to the offices, groups, and governmental bodies represented on and those associated with the BAT.

In summary, the goal of the BAT is to permit the Cities of San Marcos and Kyle and Hays County to:

- Leverage all of its resources more effectively;
- Provide more empowered and coordinated representation into the functioning of the local system of care itself;
- Create leadership collaborative and interface for the Cities of San Marcos and Kyle and Hays County behavioral health services with the local hospital systems, the Local Mental Health Authority (LMHA), local community providers, and other stakeholder groups including, but not limited to: Court representative(s); magistrate representative; law enforcement; jail administrator; hospital representative(s); housing; District Attorney or his/her designee; supervision department; criminal bar representative; commissioner court representative(s); jail services (Wellpath); substance use provider; 911 Communications representative; Texas State University representative;

- specialty court administrator;
- Create a body which promotes a partnership with other municipalities within and surrounding Hays County in developing a strong behavioral health care strategy for Hays County.

#### **Article IV: Guiding Values of the BAT**

The BAT supports the vision of the Cities of San Marcos and Kyle and Hays County to develop a system of behavioral healthcare consistent with the following values:

- A leadership collaborative is critical to the development and sustainability of a cohesive and effective system for community wellness.
- Service quality and effectiveness, not only access, should be a focus for all providers committed to improving the resilience and wellness of all citizens within Hays County.
- Behavioral health and physical health care should be integrated.
- Data must be shared among all providers in a manner that improves service quality and effectiveness.
- Adequate resources must be allocated to housing, both immediate and long-term.
- Substance Use Disorder (SUD) services should be integrated into all service delivery systems.
- Children's services should be family-centered and systems-oriented.

To ensure these values are instilled in all systems and services:

- The BAT will partner and work closely with the Forensic Director of Health and Human Services Commission to assist in creating a road map for developing action plans.
- The BAT will be a locus for quality improvement in behavioral health in the Cities of San Marcos and Kyle and Hays County. The BAT will work with clinical operations teams and other community stakeholders to identify performance indicators that are connected to the stories and experiences of the area citizens and residents who struggle to make progress toward recovery and be able to track how well the system is doing in reducing crisis, improving integration and continuity, using its resources effectively, and working in partnership to make change.
- The BAT will be a locus for coordination of advocacy and program development for the city and county. This includes legislative advocacy, identifying major grant opportunities and other funding resources.
- The BAT will ensure that the Cities of San Marcos and Kyle and Hays County are an active partner with surrounding municipalities including the City of Buda and other counties in developing a strong behavioral healthcare system in the central Texas area.

## Article VI: Deliverables from the BAT

- The BAT will meet no less than bimonthly for the year, on a regular schedule, beginning in March 2023. The BAT will provide status reports, as well as copies of plans and recommendations, as they are developed and become available to stakeholders, funders, policy makers, and legislators.
- The BAT should be formally representative of stakeholders in the Cities of San Marcos and Kyle and Hays County with designated members representing various constituencies.
- The BAT shall be responsible for identifying designated leadership that will be accountable for leading the meetings, ensuring that the group is productive and task-focused, and for being the point of communication between the BAT and stakeholders. The leadership structure must ensure a balance between promoting broad stakeholder participation and the ability to make executive level decisions without undue influences from any particular interests.
- The BAT will be responsible for identifying workgroups, subgroup committees, and other mechanisms for getting work completed.
- Persons who are not serving on the BAT, however selected for a workgroup by the workgroup chair, must be approved by the BAT Co-Chairs prior to participating in the workgroup.
- By *the end of each calendar year*, the BAT will identify performance indicators and improvement targets for the behavioral health system that help the system to improve and report those indicators and targets to the stakeholders and interested parties.
- By the calendar end of each year, the BAT shall adopt a report including system needs, strides, and recommendations.
- As part of its *end of year* report, the BAT will identify major priorities and resource development opportunities.

## Article VII: Members

Voting members:

There are sixteen voting members of the BAT who are members due to the position they hold. *Refer to Appendix A: BAT Membership List.*

The BAT agrees to draw on other experts or staff as necessary to conduct its duties.

## Article VIII: Attendance

A quorum is no less than a simple majority of the total membership. Action may be taken by a majority of those present voting and by not less than a majority of the quorum. A quorum must include greater than 50% of designated voting members.

A voting member may select an executive level designee to attend in their stead. This designee must be empowered to make decisions on, speak for, and vote on issues on behalf of the member and represented agency.

A member may miss no more than 3 meetings per year. Additional absences will require a vote by the BAT to continue membership for the agency. Extenuating circumstances shall be approved by the BAT Co-Chair(s).

Each voting member has one vote. Designees present must vote on behalf of a voting member.

Robert's Rules of Order, revised, govern all BAT meetings except in instances of conflict between the rules of order and the charter of the BAT or provision of law.

## Appendix A: Behavioral Advisory Team Membership List

Cities of San Marcos and Kyle and Hays County Behavioral Advisory Team (BAT) Membership		
Member Name	Agency	Title and Signature

## Hays County Roadmap

1. Expand crisis options through the development of a diversion center.
2. Develop strategies to address high needs utilizers and pilot a new Assertive Community Treatment (ACT) program, while also focusing on local restoration services for those who are incarcerated.
3. Explore the development of a Behavioral Health Office to coordinate county services.
4. Increase information and data sharing across the Sequential Intercept Model (SIM).
5. Enhance 911 and law enforcement response to behavioral health crises.



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

## **Hays County Commissioners Court**

**Date:** 08/08/2023

**Requested By:**

Elaine H. Cardenas

**Sponsor:**

Judge Becerra

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### **Agenda Item**

Approve Commissioners Court Minutes of July 25, 2023 and August 1, 2023. **BECERRA/CARDENAS**

### **Summary**

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### **Attachments**

7/25/2023 Minutes

8/1/2023 Minutes



HAYS COUNTY COMMISSIONERS' COURT MINUTES



JULY 25, 2023

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 25<sup>th</sup> DAY OF JULY A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1	
MICHELLE COHEN	COMMISSIONER, PCT. 2	
LON A. SHELL	COMMISSIONER, PCT. 3	
WALT SMITH	COMMISSIONER, PCT. 4	Via Teams
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.

WITH JUDGE BECERRA BEING ABSENT, THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Danielle Knapp, First United Methodist Church San Marcos, gave the invocation. Commissioner Ingalsbe led the court in the Pledge of Allegiance to the United States and Texas flags. Commissioner Ingalsbe called the meeting to order.

#### PUBLIC COMMENTS

*Dan Lyon made a public comment concerning county debt and spending. Jim Davis made a public comment concerning an invocation he gave at a previous meeting. Rodrigo Amaya made a public comment concerning court-appointed attorneys and pre-trial detention.*

Presentation of Hays County Employee Service Awards.

*Shari Miller, Director of Human Resources, introduced the service awards. Kim Jeter, Human Resources Manager, recognized employees for their years of service to Hays County.*

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Emergency Services District #6.

*Eric Boehning, Ardurra Senior Project Manager, stated \$169,400 would support the purchase of life-saving devices.*

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Forever 15 Project.

*Eric Boehning, Ardurra Senior Project Manager, stated \$9,445 would fund presentations to raise awareness of the dangers of fentanyl.*

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays County Mental Health Court Incentives.

*Eric Boehning, Ardurra Senior Project Manager, stated \$10,000 would fund incentives for reaching milestones in the treatment program.*

Presentation by the City of San Marcos on the status of Animal Services.

*Sharri Boyett made a public comment thanking the Court for their support and made recommendations to improve the animal shelter. DerryAnn Krupinsky, Assistant Director of Neighborhood Enhancement for the City of San Marcos, updated the Court on the San Marcos Regional Animal Shelter's objectives, capacity, and focus areas for the next year, as well as ordinance revisions. The Court thanked Sharri, DerryAnn, and the City of San Marcos for all their work for animal services. Commissioner Cohen gave support for additional microchipping events at the Precinct 2 office. Commissioner Smith asked for earlier notice of microchipping events so they can be promoted by the county.*

**39189 Approve payments of County invoices.**

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

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

**4 - 0 Passed - Unanimously**

**39190 Approve the payment of Juror checks.**

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

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

**4 - 0 Passed - Unanimously**

**39191 Approve the payment of United Healthcare claims.**

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

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

**4 - 0 Passed - Unanimously**

**39192 Approve Commissioners Court Minutes of July 11, 2023.**

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to approve Commissioners Court Minutes of July 11, 2023.

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

**4 - 0 Passed - Unanimously**

**39193 Approve the payment of the July 31, 2023 payroll disbursements in an amount not to exceed \$4,400,000 effective July 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.**

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to approve the payment of the July 31, 2023 payroll disbursements in an amount not to exceed \$4,400,000 effective July 31, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

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

**4 - 0 Passed - Unanimously**

**39194 Authorize the execution of the annual renewal agreement between the Hays County Parks Department/Countywide Operations and Checkfront Inc. in the amount of \$8,248.50 for continued access to the online reservation systems.**

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to authorize the execution of the annual renewal agreement between the Hays County Parks Department/Countywide Operations and Checkfront Inc. in the amount of \$8,248.50 for continued access to the online reservation systems.

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

**4 - 0 Passed - Unanimously**

**39195 Approve the reappointment of Scott Roberts to the board of the Driftwood Economic Development Municipal Management District, four year term ending June 30, 2027.**

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to approve the reappointment of Scott Roberts to the board of the Driftwood Economic Development Municipal Management District, four year term ending June 30, 2027.

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

**4 - 0 Passed - Unanimously**



**39196** Authorize Building Maintenance to use existing funds to purchase a mobile trailer pressure washer and amend the budget accordingly.

*Rodrigo Amaya made a public comment concerning the cost of this item. Tammy Crumley, Director of Countywide Operations, stated this was approved in the FY23 budget, and this will be used to pressure wash graffiti from various county locations including Five Mile Dam, Jacob's Well, and the Government Center.*

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to authorize Building Maintenance to use existing funds to purchase a mobile trailer pressure washer and amend the budget accordingly.

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

**4 - 0 Passed - Unanimously**

**39197** Accept donations totaling \$76,950.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to accept donations totaling \$76,950.00 on behalf of the Hays County Child Protective Board and amend the budget accordingly.

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

**4 - 0 Passed - Unanimously**

**39198** Authorize the execution of a Rental Agreement with Industrial Communications for the Hays County Juvenile Detention Center effective March 20, 2023, pursuant to DIR contract DIR-TSO-4115.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to authorize the execution of a Rental Agreement with Industrial Communications for the Hays County Juvenile Detention Center effective March 20, 2023, pursuant to DIR contract DIR-TSO-4115.

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

**4 - 0 Passed - Unanimously**

**39199** Amend various departmental operating, special revenue and capital project budgets in preparation for Fiscal Year 2023 quarterly financial reporting.

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

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

**4 - 0 Passed - Unanimously**

**39200** Authorize the Justice of the Peace, Pct. 5 Office to purchase a building security camera system from Security One, Inc. utilizing the Justice Court Building Security Fund, authorize a waiver to the Purchasing Policy, and amend the budget accordingly.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to authorize the Justice of the Peace, Pct. 5 Office to purchase a building security camera system from Security One, Inc. utilizing the Justice Court Building Security Fund, authorize a waiver to the Purchasing Policy, and amend the budget accordingly.

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

**4 - 0 Passed - Unanimously**

**39201** Authorize the execution of Amendment one to the Courthouse Grounds Renovation Contract (IFB 2023-B14) in relation to additional work to remove, and haul off the posts surrounding the courthouse grounds, in the amount of \$6,396.00.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to authorize the execution of Amendment one to the Courthouse Grounds Renovation Contract (IFB 2023-B14) in relation to additional work to remove, and haul off the posts surrounding the courthouse grounds, in the amount of \$6,396.00.



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

**4 - 0 Passed - Unanimously**

**39202** Amend the Local Health Department Hazards grant budget for additional travel funds needed related to the 2023 PHEP training that was held in Temple, Texas.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to amend the Local Health Department Hazards grant budget for additional travel funds needed related to the 2023 PHEP training that was held in Temple, Texas.

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

**4 - 0 Passed - Unanimously**

**39203** Approve Utility Permits.

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

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

**4 - 0 Passed - Unanimously**

**39204** Accept delivery of the Fiscal Year 2022 Commissary Internal Examination report for the Hays County Sheriff's Office, and the Internal Examination and Exit Internal Examination Report for the Justice of the Peace Precinct 5 Office.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to accept delivery of the Fiscal Year 2022 Commissary Internal Examination report for the Hays County Sheriff's Office, and the Internal Examination and Exit Internal Examination Report for the Justice of the Peace Precinct 5 Office.

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

**4 - 0 Passed - Unanimously**

**39205** Ratify the acceptance of a 2009 Chevy Ambulance from Hays County Emergency Services District #3 valued at \$3,500.00 to the Sheriff's Office and amend the budget accordingly.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to ratify the acceptance of a 2009 Chevy Ambulance from Hays County Emergency Services District #3 valued at \$3,500.00 to the Sheriff's Office and amend the budget accordingly.

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

**4 - 0 Passed - Unanimously**

**39206** Accept the delivery of the County Auditor's Monthly Reports pursuant to Texas Local Government Code, Chapter 114.023 and 114.025 for the second quarter of Fiscal Year 2023.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to accept the delivery of the County Auditor's Monthly Reports pursuant to Texas Local Government Code, Chapter 114.023 and 114.025 for the second quarter of Fiscal Year 2023.

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

**4 - 0 Passed - Unanimously**

**39207** Authorize the Juvenile Detention Center to accept a proposal from JM Engineering, LLC for replacement of five HVAC smoke evacuation dampers and amend the budget accordingly.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to authorize the Juvenile Detention Center to accept a proposal from JM Engineering, LLC for replacement of five HVAC smoke evacuation dampers and amend the budget accordingly.



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

**4 - 0 Passed - Unanimously**

**39208** Authorize the County Judge to approve the renewal of a Remote Birth Access contract between Hays County and Department of State Health Services (DSHS) Vitals Statistics Unity related to State Wide Birth Certificates.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to authorize the County Judge to approve the renewal of a Remote Birth Access contract between Hays County and Department of State Health Services (DSHS) Vitals Statistics Unity related to State Wide Birth Certificates.

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

**4 - 0 Passed - Unanimously**

**39209** Authorize a grant award extension from the Department of Justice, Office of Justice FY20 Coronavirus Supplemental Funding Program and amend the budget accordingly.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to authorize a grant award extension from the Department of Justice, Office of Justice FY20 Coronavirus Supplemental Funding Program and amend the budget accordingly.

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

**4 - 0 Passed - Unanimously**

**39210** Authorize the Veteran's Services Office to transfer two vehicles to Capital Area Rural Transportation (CARTS) and transfer insurance proceeds received on one vehicle for needed repairs.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to authorize the Veteran's Services Office to transfer two vehicles to Capital Area Rural Transportation (CARTS) and transfer insurance proceeds received on one vehicle for needed repairs.

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

**4 - 0 Passed - Unanimously**

**39211** Approve an amended list of positions authorized to receive overtime payments as outlined in the Hays County Personnel Policy, Section 2A112.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to approve an amended list of positions authorized to receive overtime payments as outlined in the Hays County Personnel Policy, Section 2A112.

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

**4 - 0 Passed - Unanimously**

**39212** Discussion and possible action to authorize the execution of Changer Order No. 3 in the amount of \$350,487.89 reduction to the Construction Contract with Aaron Concrete Contractors, LP for the Winters Mill Parkway at RM 3237 (IFB2022-B10) project as part of the Hays County Road Bond Program in Precinct 3.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to authorize the execution of Changer Order No. 3 in the amount of \$350,487.89 reduction to the Construction Contract with Aaron Concrete Contractors, LP for the Winters Mill Parkway at RM 3237 (IFB2022-B10) project as part of the Hays County Road Bond Program in Precinct 3.

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

**4 - 0 Passed - Unanimously**

**39213** Hold a public hearing with possible action to establish a 3-way stop at the intersection of Jennifer Drive and Christopher Drive.



*Commissioner Ingalsbe opened the Public Hearing at 10:06 a.m. No comments were made.  
Commissioner Ingalsbe closed the Public Hearing at 10:06 a.m.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to establish a 3-way stop at the intersection of Jennifer Drive and Christopher Drive.

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

**4 - 0 Passed - Unanimously**

**39214** Hold a public hearing with possible action to establish a 4-way stop at the intersection of Sparrow Lane and Skyview Terrace.

*Commissioner Ingalsbe opened the Public Hearing at 10:07 a.m. No comments were made.  
Commissioner Ingalsbe closed the Public Hearing at 10:07 a.m.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to establish a 4-way stop at the intersection of Sparrow Lane and Skyview Terrace.

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

**4 - 0 Passed - Unanimously**

**39215** Hold a public hearing with possible action to establish a 4-way stop at the intersection of Skyview Terrace and Green Pastures Road.

*Commissioner Ingalsbe opened the Public Hearing at 10:08 a.m. No comments were made.  
Commissioner Ingalsbe closed the Public Hearing at 10:08 a.m.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to establish a 4-way stop at the intersection of Skyview Terrace and Green Pastures Road.

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

**4 - 0 Passed - Unanimously**

**39216** Hold a public hearing and possible action to establish a 3-way stop at the intersection of Miller Lane and Country Lane.

*Commissioner Ingalsbe opened the Public Hearing at 9:59 a.m. Ruben Guerra spoke in favor of the 3-way stop due to traffic and safety issues. Commissioner Ingalsbe closed the Public Hearing at 10:01 a.m.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to establish a 3-way stop at the intersection of Miller Lane and Country Lane.

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

**4 - 0 Passed - Unanimously**

**39217** Discussion and possible action to call for a public hearing on August 8th, 2023, to establish a 3-way stop at the intersection La Ventana Parkway and Elder Hill Road.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to call for a public hearing on August 8th, 2023, to establish a 3-way stop at the intersection La Ventana Parkway and Elder Hill Road.

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

**4 - 0 Passed - Unanimously**

**39218** Discussion and possible action to call for a public hearing on August 8th, 2023, to establish a 4-way stop at the intersection of Hillside Terrace, Green Meadows Lane, and Heron Drive.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to call for a public hearing on August 8th, 2023, to establish a 4-way stop at the intersection of Hillside Terrace, Green Meadows Lane, and Heron Drive.





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

**4 - 0 Passed - Unanimously**

**39219** Discussion and possible action to consider the acceptance of road construction & surface drainage improvements of the 3-year maintenance bond #800155699 in the amount of \$121,454.95 for Anthem subd., Phase 4A.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to accept road construction & surface drainage improvements of the 3-year maintenance bond #800155699 in the amount of \$121,454.95 for Anthem subd., Phase 4A.

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

**4 - 0 Passed - Unanimously**

**39220** PLN-2248-PC; Call for a Public Hearing on August 1st, 2023 followed by discussion and possible action regarding Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat.

*Commissioner Shell corrected the Public Hearing date to August 8th, 2023.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to call for a Public Hearing on August 8th, 2023 followed by discussion and possible action regarding Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat (PLN-2248-PC).

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

**4 - 0 Passed - Unanimously**

**39221** Discussion and possible action to authorize the County Judge to execute a new Participating Addendum and Statement of Work between Hays County and Securus Technologies, LLC.pursuant to the National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement #99SWC-NV22-13387 related to Inmate Kiosks and Communications at the Hays County Jail.

*Commissioner Ingalsbe asked for clarification on wording in the contract. Stephanie Hunt, First Assistant Auditor, explained why the State of Nevada is mentioned in the contract.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a new Participating Addendum and Statement of Work between Hays County and Securus Technologies, LLC.pursuant to the National Association of State Procurement Officials (NASPO) ValuePoint Master Agreement #99SWC-NV22-13387 related to Inmate Kiosks and Communications at the Hays County Jail.

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

**4 - 0 Passed - Unanimously**

**39222** Discussion and possible action authorizing the County Judge to execute an Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Sheriff's Office.

*Commissioner Ingalsbe stated this is a yearly renewal that assists investigators.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute an Information Release Contract with the Texas Workforce Commission for the benefit of the Hays County Sheriff's Office.

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

**4 - 0 Passed - Unanimously**

**39223** Discussion and possible action to establish a Board consisting of three District Court Judges and two Commissioners Court members for the purposes of appointing a Purchasing Agent pursuant to Texas Local Government Code Ch. 262.011.



*Commissioner Cohen spoke about the need for a designated Purchasing Agent and the benefits it would bring. Steve Thomas, District Court, stated Judge Steele is supportive of a Purchasing Department, and Judges Tibbe, Wright-Reneau, and Pool would serve on the board. Commissioner Cohen stated she would like to be on the board due to her experience in procurement operations. Commissioner Smith volunteered to serve on the board.*

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to establish a Board consisting of District Court Judges Tibbe, Wright-Reneau, and Pool, and Commissioners Cohen and Smith for the purposes of appointing a Purchasing Agent pursuant to Texas Local Government Code Ch. 262.011.

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

**4 - 0 Passed - Unanimously**

**39224** Discussion and possible action to authorize the County Judge to execute a contract amendment with Deblin Health Concepts & Associates, LLC related to mental health services for the County Court at Law Mental Health Specialty Court.

*Judge Elaine Brown, County Court at Law 3, explained this amendment would allow Deblin to provide a higher level of care management, psychiatric services, and medications.*

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a contract amendment with Deblin Health Concepts & Associates, LLC related to mental health services for the County Court at Law Mental Health Specialty Court.

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

**4 - 0 Passed - Unanimously**

**39225** Discussion and possible action authorizing the County Judge to execute a Service Agreement between Hays County and The Bug Master for pest control services for the Thermon Building in the amount of \$90.00 quarterly and authorize a Purchasing Policy waiver.

*Commissioner Ingalsbe asked if Judge Becerra's absence necessitates previous motion wording changes for the contracts to be executed. Gregg Cox, First Assistant Criminal District Attorney, stated this clarification is enough. Commissioner Shell amended his motion to "authorize the execution of".*

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to authorize the execution of a Service Agreement between Hays County and The Bug Master for pest control services for the Thermon Building in the amount of \$90.00 quarterly and authorize a Purchasing Policy waiver.

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

**4 - 0 Passed - Unanimously**

**39226** Discussion and possible action authorizing the County Judge to execute a Service Agreement between Hays County and The Bug Master for one-time pest control services at the Jacob's Well Natural Area in the amount of \$990.00 and authorize a waiver to the Purchasing Policy.

*Tammy Crumley, Director of Countywide Operations, explained this is needed due to an infestation of an invasive species of ants.*

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to authorize the execution of a Service Agreement between Hays County and The Bug Master for one-time pest control services at the Jacob's Well Natural Area in the amount of \$990.00 and authorize a waiver to the Purchasing Policy.

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

**4 - 0 Passed - Unanimously**

**39227** Discussion and possible action to establish one new Financial Specialist III position within the District Clerk's Office effective August 1, 2023 and amend the budget accordingly.





*Shari Miller, Director of Human Resources, spoke about the history of this position and why it is needed. Marisol Villarreal-Alonzo, Hays County Auditor, stated this position was recommended for the reconciliation of restitution checks. Commissioner Shell noted new positions should be included in budget discussions, but because of the Auditor's recommendation he will support this today. Commissioner Smith expressed concern over the District Clerk's absence from Commissioners Court and numbers included in the back-up, but stated he will support this today because of the Auditor's recommendation. Villarreal-Alonzo clarified the funding source.*

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to establish one new Financial Specialist III position within the District Clerk's Office effective August 1, 2023 and amend the budget accordingly.

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

**4 - 0 Passed - Unanimously**

**Clerk's Note:** Item K-7 was re-opened at 10:45 a.m.

*Avrey Anderson, Hays County District Clerk, spoke about the need for this position. Commissioner Smith and Commissioner Shell expressed concerns over Anderson's absence from court and his comments.*

**39228** Discussion and possible action to award RFP 2023-P08 Pre-Trial Services Case Management Software to Corrections Software Solutions and authorize staff and Civil Division to negotiate a contract.

*Randy Focken, Director of Pre-Trial Services, stated this proposal was the least expensive and had the quickest turn around time for process implementation.*

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to award RFP 2023-P08 Pre-Trial Services Case Management Software to Corrections Software Solutions and authorize staff and Civil Division to negotiate a contract.

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

**4 - 0 Passed - Unanimously**

**39229** Discussion and possible action to authorize the County Judge to execute an Interlocal Cooperation Agreement between Hays County and the City of San Marcos regarding the administration of immunizations at the annual back-to-school vaccine fair on August 5, 2023 and August 7 -11, 2023.

*Tammy Crumley, Director of Countywide Operations, explained vaccines will no longer be administered by Christus and this agreement will allow the City of San Marcos Fire Department to assist the county at the vaccine fair, and through the rest of the year if needed.*

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to authorize the execution of an Interlocal Cooperation Agreement between Hays County and the City of San Marcos regarding the administration of immunizations at the annual back-to-school vaccine fair on August 5, 2023 and August 7 -11, 2023.

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

**4 - 0 Passed - Unanimously**

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

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

**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.**



July 25, 2023

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

Clerk's Note Agenda Item #M-6 RE: *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.* - WAS PULLED.

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.

Rodrigo Amaya made a public comment asking for more details on the advancement of the department and its mission. Randy Focken, Director of Pre-Trial Services, updated the Court on the department including staffing, case management, creating a process to evaluate and treat individuals, and diversion program opportunities. Commissioner Ingalsbe asked if there will be assistance for inmates having trouble speaking with their attorneys. Focken spoke about the possibility of video conferencing within the jail and providing access to financial affidavits. Commissioner Shell thanked Focken for his work and spoke about the progress Hays County has made regarding pre-trial services. Commissioner Ingalsbe reviewed all the work done so far for pre-trial and suggested having a page on the county website for the department. Gregg Cox, First Assistant Criminal District Attorney, stated a pre-trial diversion program has been in the planning stages and will move along faster now that Pre-Trial Services is operating.


#### ADJOURNMENT

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to adjourn court at 10:54 a.m.

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I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on JULY 25, 2023.



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



HAYS COUNTY COMMISSIONERS' COURT MINUTES



AUGUST 1, 2023

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 1st DAY OF AUGUST A.D., 2023, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

**PUBLIC COMMENTS**

*Dan Lyon made a public comment concerning county spending. Diana Gonzales made a public comment recognizing Pedernales Electric Cooperative's 85th anniversary and spoke about the organization's history.*

**39230** Adopt a Proclamation recognizing August 7, 2023 as the 175th Anniversary of the Hays County Sheriff's Office.

*The Court spoke about the importance of the Sheriff's Office and thanked the employees for their work. Gary Cutler, Hays County Sheriff, thanked the Court for the recognition and spoke about the employees and their dedication to the job. Judge Becerra encouraged people to apply for the Hays County Sheriff's Citizens Academy.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to adopt a Proclamation recognizing August 7, 2023 as the 175th Anniversary of the Hays County Sheriff's Office.

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

**5 - 0 Passed - Unanimously**

**39231** Adopt a Proclamation recognizing August 2023 as National Immunizations Awareness Month.

*Commissioner Ingalsbe thanked the Hays County Local Health Department for their service to the community. Commissioner Cohen thanked public health workers and spoke about an event for free vaccines. Commissioner Shell recognized the Health Department for their history of outstanding work. Commissioner Smith thanked the Health Department for their work in public health. Judge Becerra spoke about his experience managing public health and the Health Department's work. Matthew Gonzales, Local Health Department Manager, spoke about the importance and impact of vaccines, addressing vaccine hesitancy with community engagement and communication, and recognized Health Department employees.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing August 2023 as National Immunizations Awareness Month.

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

**5 - 0 Passed - Unanimously**

**39232 Approve payments of County invoices.**

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

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

**5 - 0 Passed - Unanimously**

**39233 Approve the payment of Juror checks.**

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

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

**5 - 0 Passed - Unanimously**

**39234 Approve the payment of United Healthcare claims.**

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

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

**5 - 0 Passed - Unanimously**

**39235 Authorize a waiver to the purchasing policy for a corrected Hofmann's quote for Building Maintenance to install ADA handrails in the amount of \$3,380.09 at the rear elected officials' entrance of the Government Center and amend the budget accordingly.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize a waiver to the purchasing policy for a corrected Hofmann's quote for Building Maintenance to install ADA handrails in the amount of \$3,380.09 at the rear elected officials' entrance of the Government Center and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39236 Receive Annual Road Reports for each Precinct as required by the Texas Transportation Code Sect 251.005.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to receive Annual Road Reports for each Precinct as required by the Texas Transportation Code Sect 251.005.

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

**5 - 0 Passed - Unanimously**

**39237 Approve out-of-state travel for CECC Director Stephanie Robinson to attend the Tyler New World Advisory Board Meeting on September 19-20, 2023 in Troy, Michigan.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve out-of-state travel for CECC Director Stephanie Robinson to attend the Tyler New World Advisory Board Meeting on September 19-20, 2023 in Troy, Michigan.

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

**5 - 0 Passed - Unanimously**

**39238 Authorize an exam site renewal and fee of \$500.00 with Texas Commission on Law Enforcement for the Sheriff's Training Academy.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize an exam site renewal and fee of \$500.00 with Texas Commission on Law Enforcement for the Sheriff's Training Academy.



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

**5 - 0 Passed - Unanimously**

**39239 Approve Utility Permits.**

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

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

**5 - 0 Passed - Unanimously**

**39240 Authorize the execution of Amendment 2 with JM Engineering to provide additional required duct work, materials, grill, and fire smoke damper, in relation to the IT-Election Building renovation in the amount of \$15,122.40 and amend the budget accordingly.**

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of Amendment 2 with JM Engineering to provide additional required duct work, materials, grill, and fire smoke damper, in relation to the IT-Election Building renovation in the amount of \$15,122.40 and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

**39241 Authorize the Hays County Local Health Department (HCLHD) to engage services directly with local Fire, EMS and licensed medical personnel to assist with vaccine efforts for children and adults who are eligible under the Texas Vaccines for Children and Adult Safety Net Program through the Texas Department of State Health Services.**

*Tammy Crumley, Director of Countywide Operations, explained the county signed an agreement with the City of San Marcos last week, but would instead like to engage in direct agreements with local fire, EMS, and medical personnel to assist with providing immunization services. Commissioner Shell asked about the progress of the new IT/Elections building, and Crumley stated the estimated date of completion is mid-September.*

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Hays County Local Health Department (HCLHD) to engage services directly with local Fire, EMS and licensed medical personnel to assist with vaccine efforts for children and adults who are eligible under the Texas Vaccines for Children and Adult Safety Net Program through the Texas Department of State Health Services.

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

**5 - 0 Passed - Unanimously**

**39242 Discussion and possible action to authorize the execution of Fiscal Year Work Authorizations with HNTB Corporation in the total amount of \$2,928,423.00 to continue providing General Engineering Consultant (GEC)/Program Management services for the Hays County 2016 Road Bond Program projects.**

*Dan Lyon made a public comment against the item and its cost. Commissioner Shell stated the 2016 Bond Program is wrapping up and HNTB has done good work. Carlos Lopez, HNTB Program Manager for Hays County GEC, thanked Hays County and explained that due to the county's work with the Texas Department of Transportation, the original \$131 million approved by the voters in 2016 was leveraged into over \$200 million. The Court commended Lopez and his team for their work. Commissioner Ingalsbe asked if this is expected to be the final work authorization, and Lopez stated most projects are close to being completed. Jerry Borcharding, Director of Transportation, agreed with the Court on the quality of HNTB's work. Commissioner Shell noted the overall cost for doing this work in-house would be much more expensive than this.*

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the execution of Fiscal Year Work Authorizations with HNTB Corporation in the total amount of \$2,928,423.00 to continue providing General Engineering Consultant (GEC)/Program Management services for the Hays County 2016 Road Bond Program projects.



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

**5 - 0 Passed - Unanimously**

**39243** Discussion and possible action to consider the release of the 2-year maintenance bond #in the amount of \$61,623.61, and the acceptance of roads into the county road maintenance system for 6 Creeks Subdivision, Phase 1, Section 5A.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to release the 2-year maintenance bond in the amount of \$61,623.61, and accept roads into the county road maintenance system for 6 Creeks Subdivision, Phase 1, Section 5A.

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

**5 - 0 Passed - Unanimously**

**39244** Discussion and possible action to consider the release of the 2-year maintenance bond #135518C in the amount of \$89,741.66, and the acceptance of roads into the county road maintenance system for Trails at Windy Hill subdivision, Phase 3.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to release the 2-year maintenance bond #135518C in the amount of \$89,741.66, and accept roads into the county road maintenance system for Trails at Windy Hill subdivision, Phase 3.

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

**5 - 0 Passed - Unanimously**

**39245** Discussion and possible action to consider the release of the 2-year maintenance bond #PB0301680069 in the amount of \$66,811.47, and the acceptance of roads into the county road maintenance system for Great Hills subdivision, Section 7.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to release the 2-year maintenance bond #PB0301680069 in the amount of \$66,811.47, and accept roads into the county road maintenance system for Great Hills subdivision, Section 7.

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

**5 - 0 Passed - Unanimously**

**39246** PLN-2232-PC; Call for a Public Hearing on August 15th, 2023, followed by discussion and possible action regarding Fitzhugh Acres, Lot 4, Replat.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a Public Hearing on August 15th, 2023, followed by discussion and possible action regarding Fitzhugh Acres, Lot 4, Replat (PLN-2232-PC).

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

**5 - 0 Passed - Unanimously**

**39247** Discussion and possible action authorizing the execution of a contract between Hays County and Securus Technologies, Inc. for digital mail services and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D).

*Commissioner Ingalsbe explained this provides digital mail for inmates and prevents items not permitted from being delivered. Captain Julie Villalpando, Hays County Sheriff Corrections Bureau, stated this will improve safety at the jail. Judge Becerra clarified that mail has always been screened before being delivered to inmates. Villalpando stated this is paid for with the commission earned from the Securus contract.*

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a contract between Hays County and Securus Technologies, Inc. for digital mail services and authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D).

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

**5 - 0 Passed - Unanimously**





**39248** Discussion and possible action to authorize the execution of Change Order No.1 to the Thermon building remodel agreement with The Fence Lady Inc. in the amount of \$7,066.21 and amend the budget accordingly.

*Dan Lyon made a public comment concerning change orders and the cost of the item. Commissioner Shell stated he agrees with Lyon's concerns and clarified the county requested these improvements. Tammy Crumley, Director of Countywide Operations, further explained the issues were identified by the county, not the contractor, and it will be more cost-effective to address them now rather than in the future. Crumley described the improvements that will be made, including cabinetry, gutters, and doors.*

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to authorize the execution of Change Order No.1 to the Thermon building remodel agreement with The Fence Lady Inc. in the amount of \$7,066.21 and amend the budget accordingly.

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

**5 - 0 Passed - Unanimously**

Discussion and possible action to consider the creation of a Justice Court, Precinct 2 Place 2 under Chapter 27 of the Texas Government Code.

*Commissioner Cohen explained she believes a Justice of the Peace Place 2 should be added to Precinct 2 due to increased work load and population growth. Beth Smith, Justice of the Peace Precinct 2, spoke about the challenges she has faced due to large population growth and the potential of providing services to the eastern portion of the county. Judge Becerra spoke about plans for an East Hays County campus and gave support for another Justice Court. Sandra Bryant, Justice of the Peace Precinct 5, spoke about the large growth Hays County has experienced and gave support for another Justice Court. Tucker Furlow, Assistant Criminal District Attorney - Civil Division, spoke about the process of creating a new Justice Court and how it could affect elections. Commissioner Ingalsbe spoke about providing more services to the eastern portion of the county. Commissioner Shell spoke about the possibility of creating a precinct on the east side of the county and having a medical examiner, and inquired about the costs associated with the creation of a new Justice Court. The Court discussed with Judge Smith and Judge Bryant the staff and office space that would be needed. Commissioner Smith gave support for more services on the east side of the county and spoke about maintaining convenience for citizens. The Court discussed with Furlow the possibility of creating a 6th precinct and gave direction for the creation of a committee to evaluate options and provide a recommendation, and for Countywide Operations to search for office space on the east side of the county. No action taken.*

Discussion and possible action regarding the Fiscal Year 2024 budget including a presentation of the Budget Office recommended budget and selection of dates for budget workshops.

*Vickie Dorsett, Hays County Budget Officer, presented the recommended budget to the Court and stated Budget Workshops are scheduled for 11 a.m. on August 8th and August 15th, and the Public Hearing to vote on a proposed budget and proposed tax rate is scheduled for 1 p.m. on August 22nd. The Court thanked Dorsett for all her work on the budget and discussed inflation, the tax rate, and salary increases. No action taken.*

**Clerk's Note:** Executive Session began at 11:42 a.m. and resumed back into open court at 12:18 p.m.

**39249** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

*Commissioner Smith clarified the Office of General Counsel has been moved under the Criminal District Attorney's Office, and this just transfers all duties.*

A motion was made by Commissioner Smith, seconded by Commissioner Shell to confirm that past Parks-related authorizations for the Office of General Counsel are now given to the Civil Division of the Hays County Criminal District Attorney's Office, including but not limited to authority to engage Surveying or Appraisal services for Parks Bond projects, and authority to execute all documents incidental to Closing a transaction approved by Commissioners Court.



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

**5 - 0 Passed - Unanimously**

**39250** Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Hot Pursuit and Project Midnight Blue. Possible action may follow in open court.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the Civil Division of the Hays County Criminal District Attorney's Office to send a letter of support in regard to Project Midnight Blue, as presented in Executive Session.

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

**5 - 0 Passed - Unanimously**

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

Discussion related to the Hays County inmate population, to include current population counts and costs.

*Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 562 for the week of July 23, 2023, with a peak of 572 inmates on July 29, 2023. The estimated cost for outsourcing inmates this week was \$150,650. The average number of outsourced males is 240 and females is 0. This week's inmates were housed in the following counties: Atascosa, Comal, Haskell, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 48.*

**Clerk's Note:** Judge Becerra called for a recess that began at 11:13 a.m. and resumed back into open court at 11:21 a.m.

**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.**

**Clerk's Note Agenda Item #M-6 RE:** *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.* - **WAS PULLED.**

**Clerk's Note Agenda Item #M-7 RE:** *Updates on measurable advancement of Pretrial Services to include the areas of staffing, equipment, training, operations and policy, by Director of Pre-Trial Services Randy Focken.* - **WAS PULLED.**

## **ADJOURNMENT**

A motion was made by Commissioner Shell, seconded by Judge Becerra to adjourn court at 12:20 p.m.






August 1, 2023

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 AUGUST 1, 2023.



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





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

## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

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### Agenda Item

Approve the payment of the August 15, 2023 payroll disbursements in an amount not to exceed \$3,800,000 effective August 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**

### Summary

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## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Authorize the execution of a contract amendment to the Department of State Health Services (DSHS), Public Health Workforce Grant. **INGALSBE/T. CRUMLEY**

### Summary:

The Department of State Health Services has issued a contract amendment to the Public Health Workforce Grant in order to adjust the Scope of Work. This amendment allows for broader grant activities rather than requiring work be tied back to COVID-19. This amendment does not alter the budget or contract period of the grant.

Contract Number HHS001078600001

### Fiscal Impact:

Amount Requested: None

Line Item Number: 120-675-99-154]

### Budget Office:

Source of Funds: Department of State Health Services Grant Funds

Budget Amendment Required Y/N?: No

Comments: N/A

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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### Attachments

Contract Amendment

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001078600001  
AMENDMENT NO. 2**

The Department of State Health Services (System Agency) and Hays County (Grantee), collectively the “Parties” to that certain Contract for activities to establish, expand, train and sustain public health workforce in alignment with the Centers for Disease Control and Prevention (CDC) Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802), effective August 12, 2021 and denominated DSHS Contract No. HHS001078600001 (the “Contract”), now elect to further amend the Contract.

**WHEREAS**, the Parties desire to revise the Statement of Work.

The Parties, therefore, agree as follows:

1. **ATTACHMENT A, STATEMENT OF WORK**, is amended and replaced in its entirety with **ATTACHMENT A-1, REVISED STATEMENT OF WORK**.
2. This Amendment shall be effective as of the date last signed below.
3. Except as modified by this Amendment, all terms and conditions of the Contract, as previously amended, shall remain in effect.
4. Any further revisions to the Contract shall be by written agreement of the Parties.
5. Each Party represents and warrants that the person executing this Amendment on its behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2  
SYSTEM AGENCY CONTRACT NO. HHS001078600001**

**DEPARTMENT OF STATE HEALTH SERVICES    HAYS COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Judge Ruben Becerra

Title: \_\_\_\_\_

Title: Hays County Judge

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING DOCUMENT IS ATTACHED TO THIS AMENDMENT AND INCORPORATED INTO THE CONTRACT:**

**ATTACHMENT A-1, REVISED STATEMENT OF WORK**

**ATTACHMENT A-1**  
**REVISED STATEMENT OF WORK**  
**COVID-19 – Public Health Workforce Expansion**

**I. GRANTEE RESPONSIBILITIES**

Grantee will:

- A. Establish, expand, train and sustain public health workforce in alignment with the Centers for Disease Control and Prevention (CDC) Public Health Crisis Response Cooperative Agreement for Emergency Response (Funding Opportunity Number CDC-RFA-TP18-1802) and the activities allowable under this agreement.
- B. Complete all activities required and allowable under this Contract by June 30, 2024.
- C. Perform required activities intended to minimize morbidity and mortality, preserve function of healthcare workforce and infrastructure, and minimize social and economic impacts. Required activities include:
  - 1. Hire public health personnel (professional, clinical, disease investigation, program and/or administrative) in support of infectious disease preparedness and response. Personnel may be permanent full- or part-time staff, temporary or term-limited staff, fellows, interns and/or contracted employees.
  - 2. Establish a formal committee that will ensure Grantee's health programs, methods and outcomes meet the needs of the communities served.
    - a. Within 30 days of Contract execution, submit a roster of this committee that describes how members are reflective of the communities to be served and can best address community public health needs to [WorkforceCoAg@dshs.texas.com](mailto:WorkforceCoAg@dshs.texas.com) and the assigned Contract Manager.
    - b. Within 60 days of Contract execution, submit proposed plan to address health disparities, and your training plan to [WorkforceCoAg@dshs.texas.com](mailto:WorkforceCoAg@dshs.texas.com) and the assigned Contract Manager, using the template provided by System Agency.
  - 3. Provide training for staff to be equipped to address health disparities appropriately, as recommended by the committee, to existing and new staff, focusing on issues relevant to the local communities served.
- D. Funds cannot be used for research, clinical care, medical or clinical supplies, fundraising activities, construction or major renovations, to supplant existing state or federal funds for activities, purchase of vehicles of any kind (including mobile medical clinics), clothing to include uniforms or scrubs, or funding an award to another party or provider who is ineligible. Any furniture/cubicle purchases will require PRIOR approval by System Agency. Funds cannot be used for the preparation, distribution, or use of any material (publicity or propaganda) or to pay the salary or expenses of grant recipients, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body beyond normal, recognized executive relationships. In addition, funds shall not be used to advertise or promote COVID-19 vaccinations.
- E. Comply with all applicable regulations, standards, and guidelines in effect on the beginning

**ATTACHMENT A-1**  
**REVISED STATEMENT OF WORK**  
**COVID-19 – Public Health Workforce Expansion**

date of this Contract and as amended.

- F. The following documents and resources are incorporated herein by reference and made a part of this Contract as if fully set forth therein:
1. DSHS and CDC Public Health Crisis Response Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP18-1802
  2. Project workplan
- G. Maintain an inventory of equipment, supplies defined as Controlled Assets, and real property. Grantee shall submit an annual cumulative report of the equipment and other property on HHS System Agency Grantee's Property Inventory Report to the assigned System Agency Contract Manager by email not later than October 15 of each year. Controlled Assets include firearms, regardless of the acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- H. Expenses are eligible for reimbursement review and payment in alignment with the Grant Award effective date of July 1, 2021.

**II. PERFORMANCE MEASURES**

DSHS will monitor the Grantee's performance of the requirements in this Statement of Work and compliance with the Contract's terms and conditions.

DSHS will develop performance measures in collaboration with the Grantee.

**III. REPORTING REQUIREMENTS**

Grantee, at the request of the System Agency, may be required to submit additional reports determined necessary to accomplish the objectives of and monitor compliance with this Contract. Grantee must submit reports in a format specified by the System Agency. Grantee will provide System Agency financial reports as System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance. If Grantee is legally prohibited from providing any report under this Contract, Grantee will immediately notify System Agency in writing.

Grantee will provide and submit written reports, by electronic mail in the format specified by System Agency. Grantee will complete and submit the biannual program and financial reports by the 5<sup>th</sup> business day of each month. Grantee shall maintain the source documentation used to develop the reports. All written reports should be titled with the Grantee name, address, email address, telephone number, program name, contract or purchase order number, dates services were completed and/or products were delivered, the time period of the report, total invoice amount, and invoices paid to subgrantees for services received.

**ATTACHMENT A-1**  
**REVISED STATEMENT OF WORK**  
**COVID-19 – Public Health Workforce Expansion**

- A. Submit local health entity Workforce Expansion progress reports and spend plans within an established timeframe designated by the System Agency, using the template provided by System Agency. Progress reports will include status updates on meeting hiring goals, addressing health disparities and reporting progress through financial reports. Failure to submit a required report or additional requested information by the due date specified in this Contract listed below or upon request constitutes breach of contract and may result in delay of payment. Reports should be sent [via](#) the Qualtrics Survey. The System Agency will send the Contractor a link one month prior to the due date.

Biannual Progress Report due	7-Jan-22
Biannual Progress Report due	7-Jul-22
Biannual Progress Report due	9-Jan-23
Biannual Progress Report due	7-Jul-23

Due to the No-Cost Extension (NCE) two additional reports will be required:

Biannual Progress Report due	8-Jan-24
Biannual Progress Report due	8-Jul-24

- B. Submit a final performance report that describes progress toward achieving the objectives contained in the approved workplan and deliverables contained in this Contract, [via](#) the Qualtrics Survey. The System Agency will send the Contractor a link one month prior to the due date.

Final Performance Report Due	15-Aug-24
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#### **IV. INVOICE AND PAYMENT**

- A. Grantee shall submit requests for reimbursement of required services/deliverables monthly using the State of Texas Purchase Voucher (Form B-13), together with supporting documentation as directed by DSHS. Forms should be mailed, faxed or emailed to the addresses below.



**ATTACHMENT A-1**  
**REVISED STATEMENT OF WORK**  
**COVID-19 – Public Health Workforce Expansion**

- B.** Grantee shall submit a Financial Status Report (FSR) biannually each year beginning July 1, 2022 through August 15, 2024.

<b>Year</b>	<b>1<sup>ST</sup> FSR Period</b>	<b>1<sup>ST</sup> FSR Due Date</b>	<b>2<sup>nd</sup> FSR Period</b>	<b>2<sup>nd</sup> FSR Due Date</b>
2023	July 1, 2022 - December 31, 2022	January 31, 2023	January 1, 2023- June 30, 2023	July 31, 2023
2024	July 1, 2023 – December 31, 2023	January 31, 2024	January 1, 2024- June 30, 2024	August 15, 2024

- C.** All financial reporting documents must be submitted by email, fax, or mail. Email is preferred, but fax or mail are acceptable.

1. For submission by mail, use address below:

Department of State Health Services  
 Claims Processing Unit  
 P.O. Box 149347  
 Austin, TX 78714-9347

2. For submission by fax, use number below:

(512) 458-7442

3. For submission by email, see requirements below:

- a. Form B-13 with supporting documentation must be sent to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) & [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov), with a copy to the System Agency contract manager.
- b. FSR must be sent to: [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov); [FSRGrants@dshs.texas.gov](mailto:FSRGrants@dshs.texas.gov); and with a copy to the System Agency contract manager.

- D.** Grantee will be reimbursed on a monthly basis in accordance with the Budget in **Attachment B** of this Contract. Reimbursement shall be subject to the submission of required and appropriate documentation, and in accordance with applicable law and governing regulations.

**Certificate Of Completion**

Envelope Id: B190100BBB10422B9276FB5AA9DCA605

Status: Sent

Subject: HHS001078600001 Hays County PHWF A.2.

Source Envelope:

Document Pages: 6

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

CMS Internal Routing Mailbox

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11493 Sunset Hills Road

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

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 160.42.179.132

**Record Tracking**

Status: Original

Holder: CMS Internal Routing Mailbox

Location: DocuSign

7/20/2023 1:25:14 PM

CMS.InternalRouting@dshs.texas.gov

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

Judge Ruben Becerra

Sent: 7/20/2023 1:29:20 PM

judge.becerra@co.hays.tx.us

Resent: 7/31/2023 9:28:18 AM

Hays County Judge

Viewed: 7/31/2023 1:35:17 PM

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Jonah Wiczynski

jonah.wilczynski@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

PATTY MELCHIOR

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Dave Gruber

David.Gruber@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Simone Corprew simone.corprew@co.hays.tx.us Grant Writer Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Beverly Taylor Beverly.Taylor@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  CMS Internal Routing Mailbox cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<div>COPIED</div>	Sent: 7/20/2023 1:29:20 PM

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/20/2023 1:29:20 PM
Payment Events	Status	Timestamps



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

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### Agenda Item:

Authorize the execution of an amendment to a grant award from the Department of State Health Services, Tuberculosis Prevention - Federal (TB-FED). **INGALSBE/T. CRUMLEY**

### Summary:

The Department of State Health Services (DSHS) has issued a second amendment to the current Tuberculosis Prevention - Federal (TB-FED) Grant contract. This amendment renews the contract through August 31, 2024 and adjusts the grant budget for both FY23 and FY24. The budget for FY23 is now \$17,840 and the budget for FY24 is \$26,760. This grant was originally executed on January 1, 2022.

Contract Number HHS001096400019

Grant Period 1/1/2022 - 8/31/2024

### Fiscal Impact:

Amount Requested: \$4,460 (FY24 cash match)

Line Item Number: 120-675-99-087]

### Budget Office:

Source of Funds: Department of State Health Services Grant Funds & Family Health Services Fund (20% required cash match)

Budget Amendment Required Y/N?: No

Comments: Grant award is budgeted during the annual budget process.

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Grant revenue is certified during the annual budget process

Comments:

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## Attachments

Amendment 2

**DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001096400019  
AMENDMENT NO. 2**

The **DEPARTMENT OF STATE HEALTH SERVICES** (System Agency or DSHS) and **HAYS COUNTY** (Local Government or Grantee), Parties to that certain Tuberculosis Prevention and Control Grant Contract, effective January 1, 2022, and denominated DSHS Contract No. HHS001096400019 (the "Contract"), as amended, now want to further amend the Contract.

**WHEREAS**, DSHS wants to exercise its option to renew the Contract through August 31, 2024; adjust available funding during this period; and revise the budgets accordingly;

**WHEREAS**, the Parties want to revise the Statement of Work to update reporting periods; and

**WHEREAS**, the Parties want to update its Contract Representative information.

**NOW, THEREFORE**, the Parties agree as follows:

1. The Contract is renewed for the period beginning January 1, 2024, through August 31, 2024 (the "Second Renewal Option" or "FY2024"), unless terminated sooner.
2. **ARTICLE V, CONTRACT AMOUNT AND PAYMENT FOR SERVICES**, of the Contract is amended as follows:
  - a. reduce available funding for the period of January 1, 2023, through August 31, 2023, from \$26,760.00 to \$17,840.00. This includes DSHS' share of \$14,867.00 and Grantee's required match amount of \$2,973.00; and
  - b. add \$26,760.00 to pay for Grantee's services for the period September 1, 2023, through August 31, 2024. This includes DSHS' share of \$22,300.00 and Grantee's required match amount of \$4,460.00.

The total not-to-exceed amount of this Contract is increased to \$71,357.00.

All expenditures shall be in accordance with **ATTACHMENT B-2, REVISED BUDGETS**.

3. **ATTACHMENT B, BUDGET** and **ATTACHMENT B-1, CY2023 BUDGET** are supplemented with the addition of **ATTACHMENT B-2, REVISED BUDGETS** which is attached to this Amendment and incorporated and made part of the Contract for all purposes.
4. **ATTACHMENT A-1, CY2023 STATEMENT OF WORK**, is deleted in its entirety and replaced with **ATTACHMENT A-2, STATEMENT OF WORK FOR CY2023 AND FY2024**, which is attached to this Amendment and incorporated and made part of the Contract for all

purposes. **ATTACHMENT A-2, STATEMENT OF WORK FOR CY2023 AND FY2024** defines the programmatic activities through August 31, 2024.

5. **ARTICLE I, PARTIES**, of the Contract Signature Document, is amended to update the System Agency's contact information as follows:

System Agency

Department of State Health Services  
Attention: Sharon Smith  
1100 W. 49<sup>th</sup> Street, MC 1990  
Austin, Texas 78756  
[sharon.smith1@dshs.texas.gov](mailto:sharon.smith1@dshs.texas.gov)

6. **ATTACHMENT G, FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION FORM** is attached to this Amendment and incorporated and made a part of the Contract for all purposes. Grantee is required to complete the Certification Form to meet the federal requirement.
7. This Amendment shall be effective as of the date last signed below.
8. Except as modified by this Amendment, all terms and conditions of the Contract, as amended, shall remain in full force and effect.
9. Any further revisions to the Contract shall be by written agreement of the Parties.
10. Each Party represents and warrants that the person executing this Amendment No. 2 on its behalf has full power and authority to enter into this Amendment.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR AMENDMENT NO. 2  
DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT NO. HHS001096400020**

**DEPARTMENT OF STATE HEALTH SERVICES    HAYS COUNTY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AMENDMENT AND THEIR TERMS ARE  
HEREBY INCORPORATED INTO THE CONTRACT:**

**ATTACHMENT A-2 – STATEMENT OF WORK FOR CY2023 AND FY2024**

**ATTACHMENT B-2 – REVISED BUDGETS**

**ATTACHMENT G – FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) CERTIFICATION FORM**

**ATTACHMENT A-2**  
**STATEMENT OF WORK FOR CY2023 AND FY2024**  
**JANUARY 1, 2023 – AUGUST 31, 2024**

**I. GRANTEE RESPONSIBILITIES**

*Grantee shall:*

Comply with the most current version of the Texas Tuberculosis (TB) Work Plan, the Standing Delegation Orders, TB Standards, TB Recommendations and TB Administration Resources located at: <http://www.dshs.texas.gov/idcu/disease/tb/policies/>.

- A.** Use federal funds under this Contract to support any of the following core TB control front-line activities:
1. Directly observed therapy (DOT);
  2. Outpatient services (tuberculin skin testing, chest radiography, medical evaluation, treatment);
  3. Class B immigrant evaluation and treatment;
  4. Contact Investigation, evaluation and treatment;
  5. Cohort Review;
  6. Surveillance;
  7. Reporting;
  8. Data analyses;
  9. Cluster investigations; and
  10. Provider education and training.
- B.** Provide a match of no less than 20% of the total budget as reflected in this Contract.
- C.** Provide match at the required percentage or System Agency may withhold payments, use administrative offsets, or request a refund from Grantee until such time as the required match ratio is met. No federal or other grant funds can be used as part of meeting the match requirement.
- D.** Ensure no System Agency funds or matching funds are used for:
1. Medication purchases;
  2. Inpatient clinical care (hospitalization services);
  3. Entertainment;
  4. Furniture;
  5. Equipment; or
  6. Sectarian worship, instruction, or proselytization.
- However, food and incentives are allowed using System Agency funds, but are not allowed using matching funds.
- E.** Not lapse more than 1% of the total funded amount of this Contract.



- F.** Maintain and adjust spending plan throughout the Contract term to avoid lapsing funds. During the term of this Contract, System Agency reserves the right to decrease funding amounts as a result of the Grantee's budgetary shortfalls and/or due to the Grantee lapsing more than 1% of total funds.
- G.** Maintain sufficient staffing levels to meet the required activities of this Contract and to ensure all funds in personnel category are expended.
- H.** Use System Agency-designated data systems available for local entry. Information for the current System Agency reporting and data management system is located at the following link: [DSHS TB/HIV/STD Section - THISIS \(texas.gov\)](https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract-management-section-prevention).

All collected TB information shall be entered into the System Agency-designated TB information data system according to documented timelines and specifications in the Texas Tuberculosis Work Plan. Only data entered into the System Agency-designated data system will be considered submitted as required under the terms of this Contract.

- I.** Telemedicine medical services may be provided for medical case management of patients evaluated by the TB program, as is determined appropriate by the treating physician. If telemedicine medical services are utilized, Grantee shall ensure the TB Standards of Care are maintained. Grantee must develop written procedures for provision of telemedicine medical services that comply with all applicable laws, including Texas Occupations Code, Title 3, Chapter 111, Grantee's licensing board rules, and those requirements set forth in **SECTION 4. TELEMEDICINE/TELEHEALTH SERVICES of ATTACHMENT I, HHS ADDITIONAL PROVISIONS-GRANT FUNDING** of this Contract.
- J.** Maintain an inventory of Equipment, supplies defined as Controlled Assets, and real property. Submit an annual cumulative report of the equipment and other property on DSHS Contractor's Property Inventory Report (GC-11) located at <https://www.dshs.texas.gov/hiv-std-program/dshs-tb-hiv-std-section-thisis/contract-management-section-prevention> by email to [FSOequip@dshs.texas.gov](mailto:FSOequip@dshs.texas.gov) and [CMSInvoices@dshs.texas.gov](mailto:CMSInvoices@dshs.texas.gov) not later than October 15 of each year. Controlled Assets include firearms, regardless of acquisition cost, and the following assets with an acquisition cost of \$500 or more, but less than \$5,000: desktop and laptop computers (including notebooks, tablets, and similar devices), non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Controlled Assets are considered Supplies.
- K.** Grantee shall provide notification of budget transfers by submission of a new or revised Categorical Budget Form to the designated DSHS Contract Manager, highlighting the areas affected by the budget transfer. Grantee is advised as follows:
  - 1. Transferring funds between budget categories, other than the equipment and indirect cost categories, is allowable, but cannot exceed 25% of the total Contract value during a Contract budget period. If the budget transfer(s) exceeds 25% of the total Contract value, alone or cumulatively, a formal Contract amendment is required; and

2. After review, the designated DSHS Contract Manager shall provide notification of acceptance to Grantee via email, upon receipt of which, the revised budget shall be incorporated into the Contract, as applicable.
3. Grantee's budget revision is not authorized, and funds cannot be utilized, until the Contract amendment is executed.

## **II. PERFORMANCE MEASURES**

System Agency will monitor the Grantee's performance of the requirements in **ATTACHMENT A-2, STATEMENT OF WORK FOR CY2023 AND FY2024** and compliance with the Contract's terms and conditions.

If Grantee fails to meet any of the performance measures or reporting requirements, System Agency may request a Corrective Action Plan (CAP) from Grantee regarding issues or deficiencies identified. Such CAPs must outline any barriers and a plan to address them and are due to System Agency within two (2) weeks of the date they were requested. Grantee must take actions directed by System Agency following System Agency's review of the plan submitted and must do so within the timeframes directed by System Agency. This requirement does not excuse any violation of this Contract, nor does it limit System Agency as to other available options or remedies under the Contract.

## **III. INVOICE AND PAYMENT**

Grantee shall bill, and System Agency shall pay Grantee based upon Grantee's submission of a monthly detailed and accurate invoice describing the services performed in completion of the responsibilities outlined in **ATTACHMENT A-2, STATEMENT OF WORK FOR CY2023 AND FY2024**. Invoices and supporting documentation shall be submitted to System Agency no later than thirty (30) days after the last day of each month.

- A.** Grantee shall request payments monthly using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.texas.gov/grants/forms/b13form.doc>. Voucher and any supporting documentation must be mailed or submitted by fax or electronic mail to the address or fax number below. Invoices and all supporting documentation must be emailed to [invoices@dshs.texas.gov](mailto:invoices@dshs.texas.gov) and [cmsinvoices@dshs.texas.gov](mailto:cmsinvoices@dshs.texas.gov) simultaneously. Invoices must be submitted monthly to prevent delays in subsequent months. Grantees that do not incur expenses within a month are required to submit a "zero dollar" invoice on a monthly basis. Grantee must submit a final close-out invoice and final financial status report no later than 45 days following the end of the Contract term. Invoices received more than 45 days after the end of the Contract term are subject to denial of payment.

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49<sup>th</sup> Street

P.O. Box 149347  
 Austin, TX 78714-9347  
 FAX: (512) 458-7442  
 Email: [Invoices@dshs.texas.gov](mailto:Invoices@dshs.texas.gov), [CMSinvoices@dshs.texas.gov](mailto:CMSinvoices@dshs.texas.gov) and  
[TBContractReporting@dshs.texas.gov](mailto:TBContractReporting@dshs.texas.gov)

Failure to submit required information may result in delay of payment or return of invoice. Billing invoices must be legible. Illegible or incomplete invoices which cannot be verified will be disallowed for payment.

- B.** Grantee shall submit the Financial Status Report (FSR-269A) biannually as outlined below. Grantee shall email the Financial Status Report (FSR-269A) and the Match Reimbursement/Certification Form (B-13A) to the following email addresses:

[FSRgrants@dshs.texas.gov](mailto:FSRgrants@dshs.texas.gov) and [TBContractReporting@dshs.texas.gov](mailto:TBContractReporting@dshs.texas.gov)

The Financial Status Report (FSR-269A) can be located at:  
<https://www.dshs.texas.gov/hivstd/contractor/cmsforms.shtm>

Grantee shall request the Match Reimbursement/Certification Form (B-13A) from System Agency via email.

- C.** Grantee will be paid on a cost reimbursement basis and in accordance with ATTACHMENT B-2, REVISED BUDGETS of this Contract.

#### **IV. REPORTING REQUIREMENTS**

**JANUARY 1, 2023 – AUGUST 31, 2023**

<b>Report Name</b>	<b>Frequency</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Due Date</b>
Financial Status Report (FSR)	Biannually	January 1, 2023	August 31, 2023	October 15, 2023
Final Match Reimbursement / Certification Form (Form B-13A)	Annually	June 1, 2023	August 31, 2023	October 15, 2023
Contractor's Property Inventory Report (GC-11)	Annually	January 1, 2023	August 31, 2023	October 15, 2023

**SEPTEMBER 1, 2023 – AUGUST 31, 2024**

<b>Report Name</b>	<b>Frequency</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Due Date</b>
Financial Status Report (FSR)	Biannually	September 1, 2023	February 29, 2024	March 31, 2024
Annual Progress Report (APR)	Annually	September 1, 2023	August 31, 2024	April 1, 2024
FSR	Biannually	March 1, 2024	August 31, 2024	October 15, 2024
Final Match Reimbursement / Certification Form (Form B-13A)	Annually	June 1, 2024	August 31, 2024	October 15, 2024
Contractor's Property Inventory Report (GC-11)	Annually	September 1, 2023	August 31, 2024	October 15, 2024

**ATTACHMENT B-2**  
**REVISED BUDGETS**

<b>Budget CY2023</b> <b>January 1, 2023 – August 31, 2023</b>			
<b>Budget Category</b>	<b>DSHS Funds</b>	<b>Cash Match</b>	<b>Category Total</b>
Personnel	\$8,625.00	\$1,892.00	\$10,517.00
Fringe Benefits	\$4,243.00	\$1,081.00	\$5,324.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$1,170.00	\$0.00	\$1,170.00
Other	\$829.00	\$0.00	\$829.00
Total Direct Costs	\$14,867.00	\$2,973.00	\$17,840.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$14,867.00</b>	<b>\$2,973.00</b>	<b>\$17,840.00</b>

<b>Budget Category</b>	<b>DSHS Funds</b>	<b>Cash Match</b>	<b>Category Total</b>
Personnel	\$14,347.00	\$2,987.00	\$17,334.00
Fringe Benefits	\$7,060.00	\$1,473.00	\$8,533.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$113.00	\$0.00	\$113.00
Contractual	\$780.00	\$0.00	\$780.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$22,300.00	\$4,460.00	\$26,760.00
Indirect Costs	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$22,300.00</b>	<b>\$4,460.00</b>	<b>\$26,760.00</b>

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**Certificate Of Completion**

Envelope Id: 78C85A49887C49F4A32C312C5457C1C7

Status: Sent

Subject: Please DocuSign: CONTRACT NUMBER, CONTRACTOR, DOCUMENT TYPE

Source Envelope:

Document Pages: 9

Signatures: 0

Envelope Originator:

Certificate Pages: 2

Initials: 0

CMS Internal Routing Mailbox

AutoNav: Enabled

11493 Sunset Hills Road

Enveloped Stamping: Enabled

#100

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

Reston, VA 20190

CMS.InternalRouting@dshs.texas.gov

IP Address: 160.42.177.130

**Record Tracking**

Status: Original

Holder: CMS Internal Routing Mailbox

Location: DocuSign

8/1/2023 10:30:23 AM

CMS.InternalRouting@dshs.texas.gov

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

Ruben Becerra

Sent: 8/1/2023 11:22:16 AM

judge.becerra@co.hays.tx.us

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Susana Garcia

Susana.Garcia@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Patty Melchior

Patty.Melchior@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Imelda Garcia

ImeldaM.Garcia@dshs.texas.gov

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Sharon Story Smith sharon.smith1@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 8/1/2023 11:22:15 AM Viewed: 8/1/2023 11:22:37 AM
Simone Corprew simone.corprew@co.hays.tx.us Grant Writer Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 8/1/2023 11:22:15 AM Viewed: 8/1/2023 11:22:51 AM
CMS Internal Routing Mailbox CMS.InternalRouting@dshs.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/1/2023 11:22:15 AM
Payment Events	Status	Timestamps



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

T. Crumley

Sponsor:

Commissioner Ingalsbe

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### Agenda Item

Authorize the County Judge to execute a Memorandum of Understanding (MOU) between the Department of State Health Services (DSHS) and the Hays County Local Health Department (HCLHD) for medications received through DSHS's Pharmacy Unit ordering platform. **INGALSBE/T.CRUMLEY**

### Summary

This MOU renews the current MOU which expires on August 31, 2023. The MOU provides the HCLHD with medications, at no cost to Hays County, for the outpatient treatment of sexually transmitted diseases (STD) and for tuberculosis (TB) services. The MOU allows the HCLH to provide medications at no charge to qualified uninsured patients.

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### Attachments

MOU DSHS



## **MEMORANDUM OF UNDERSTANDING**

**DEPARTMENT OF STATE HEALTH SERVICES  
AND  
HAYS COUNTY HEALTH DEPARTMENT  
FOR  
CENTRAL DISTRIBUTION MODEL PARTICIPANTS**

**DSHS CONTRACT NO. HHS001329900057**

This Memorandum of Understanding (“MOU”) is entered into between **Department of State Health Services** (“DSHS”) and **Hays County Health Department** (“Clinic”), each referred to in this MOU as a “Party” and collectively as the “Parties,” to treat and control the spread of infectious disease across Texas through the U.S. Federal Government’s 340B Drug Pricing Program (the “Program”).

### **I. Purpose**

This MOU serves to establish roles and responsibilities concerning the Parties’ compliance with Program guidelines related to providing medication to patients via DSHS’s Pharmacy Unit ordering platform.

### **II. DSHS Requirements**

Under this MOU, DSHS will:

- A. Create, review, and update policies and procedures to ensure compliance with the Program guidelines;
- B. Purchase medications for the treatment of sexually transmitted diseases (“STDs”) and tuberculosis (“TB”) with state and federal funds allocated for specific public health purposes. The medications will be administered and dispensed in compliance with the Program’s regulations, as authorized by the Texas Health and Safety Code, Chapters 81, 85, and 1001;
- C. Monitor Clinic’s registration in the Office of Pharmacy Affairs Information System (“OPAIS”) to confirm that such registration remains current by conducting regular online searches of the OPAIS website;
- D. Provide education concerning compliance with the Program’s guidelines to Clinic through initial and ongoing trainings and by providing information on how to sign-up for the Apexus PVP Program, a Health Resources and Services Administration (“HRSA”) contractor, for further education;

- E. Monitor and support Clinic as it relates to all compliance elements of the Program addressed in the policies outlined by the DSHS HIV/STD Program, which can be accessed at <https://www.dshs.texas.gov/hivstd/policy/>; and
- F. Monitor and support Clinic as it relates to all compliance elements of the Program addressed in the policies outlined by the DSHS Tuberculosis and Hansen's Disease Branch in the Texas Tuberculosis Work Plan, which can be accessed at <https://www.dshs.texas.gov/idcu/disease/tb/policies/>.

### **III. Clinic Requirements**

Under this MOU, Clinic will:

- A. Establish policies and procedures that align with DSHS's Program policies and procedures;
- B. Obtain medications from the DSHS Pharmacy Unit for outpatient treatment of STDs or for TB services and medications;
- C. Distribute medications at no charge to qualified uninsured patients;
- D. Ensure that medications are used only for the treatment of STDs and TB;
- E. Ensure that medications from the Program are not sold or exchanged to any unqualified or insured individual or entity;
- F. Ensure that TB medications are provided through local, pre-authorized health departments and entities;
- G. Maintain a Class D pharmacy license;
- H. Designate a staff member who will oversee the ordering, provision, reconciliation, and reporting of medications from the DSHS Pharmacy Unit. Clinic's designated staff member will reconcile medications prior to the last day of each month;
- I. Maintain a tangible or electronic tracking-log that documents the following information for each medication distributed:
  - 1. Record of the patient's information to ensure that the medication is administered or dispensed to a qualified patient of clinical services in an outpatient setting;
  - 2. The National Drug Code (NDC);
  - 3. Total quantity of the medication dispensed or administered; and
  - 4. Reconciled medication inventory.

- J. Maintain records that establish appropriate use of each Program medication, as records may be requested and audited by DSHS or for an internal review at any time to ensure compliance. Records include, but are not limited to, billing records, medication tracking logs, and relevant patient records;
- K. Ensure that all Program medications for treatment of STDs comply with current policies and procedures outlined by the DSHS HIV/STD Program, which can be accessed at <https://www.dshs.texas.gov/hivstd/policy/>;
- L. Ensure all Program medications for TB services comply with current policies and procedures outlined by the DSHS Tuberculosis and Hansen's Disease Branch in the Texas Tuberculosis Work Plan, which can be accessed at <https://www.dshs.texas.gov/idcu/disease/tb/policies/>;
- M. Develop and implement policies and procedures for Program medication tracking and distribution that are accessible to DSHS. Clinic may adopt guidance from DSHS or create its own policies and procedures provided it follows the Program's guidelines and does not contradict DSHS's Program policies and procedures;
- N. Register with OPAIS and obtain its approval as a covered entity in the OPAIS database using the DSHS Program grant number, maintain such registration during the entire term of this MOU (See **SECTION 5**, herein), and identify the program area that Clinic receives funding or in-kind contributions from DSHS. The OPAIS database can be accessed at <https://340bopais.hrsa.gov/>; and
- O. Complete **ATTACHMENT A, LOCATION LIST OF CLINIC'S PARTICIPATING CLINICS**, prior to or upon MOU's execution, by identifying the name, location, and phone number of each participating clinic.

#### **IV. Term of MOU**

This MOU is effective on September 1, 2023, and terminates on August 31, 2028, unless sooner terminated pursuant to the terms and conditions of the MOU. This MOU does not include any renewal options.

#### **V. Termination**

Either Party may terminate this MOU without cause upon providing thirty (30) calendar days' advance written notice of its intent to terminate to the non-terminating Party's MOU Representative(s).

## VI. Additional Terms and Conditions

### A. DSHS Data

1. As between the Parties, all data and information acquired, accessed, or made available to Clinic by, through, or on behalf of DSHS or DSHS contractors, including all electronic data generated, processed, transmitted, or stored by Clinic in the course of providing data processing services in connection with Clinic's performance hereunder (the "DSHS Data"), is owned solely by DSHS.
2. Clinic has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the DSHS Data except as required for Clinic to fulfill its obligations under the MOU or as authorized in advance in writing by DSHS.
3. Clinic is expressly prohibited from using, and from permitting any third party to use, DSHS Data for marketing, research, or other non-governmental or commercial purposes, without the prior written consent of DSHS.
4. Clinic shall make DSHS Data available to DSHS, including to DSHS's designated vendors, as directed in writing by DSHS. The foregoing shall be at no cost to DSHS.
5. The proprietary nature of Clinic's systems that process, store, collect, and/or transmit the DSHS Data shall not excuse Clinic's performance of its obligations hereunder.

### B. Confidentiality

1. Clinic will comply with **ATTACHMENT B, PRIVACY, SECURITY AND BREACH NOTIFICATION**, which is incorporated by reference and made a part of this MOU for all purposes.
2. Clinic will maintain confidentiality and not disclose any DSHS information to third parties without DSHS's prior written consent, including but not limited to, DSHS Data, business activities, practices, systems, conditions, and services. This section will survive termination or expiration of this MOU. The obligations of Clinic under this section will survive termination or expiration of this MOU.
3. All confidential information requirements must be included in all subcontracts awarded by Clinic.

### C. No Cost

This is a "no cost" agreement. DSHS shall not be obligated to make any payments of any amounts to Clinic as a result of this MOU. Any costs and expenses incurred under the terms of this MOU will be paid by the Party incurring the cost or expense. No funds appropriated to either Party will be exchanged under this MOU.

### D. Assignment

Clinic will not assign all or any portion of its rights under or interests in this MOU or delegate any of its duties without prior written consent of DSHS. Any written request

for assignment or delegation must be accompanied by written acceptance of the assignment or delegation by the assignee or delegation by the delegate. Except where otherwise agreed in writing by DSHS, any assignment or delegation will not release Clinic from its obligations under this MOU.

E. No Implied Waiver of Provisions

The failure of the DSHS to object to or to take affirmative action with respect to any conduct of Clinic that is in violation or breach of the terms of the MOU shall not be construed as a waiver of the violation or breach, or of any future violation or breach.

F. Public Information Act

Clinic understands that DSHS will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas.

G. Record Maintenance and Retention

1. Clinic shall keep and maintain under Generally Accepted Accounting Principles (“GAAP”) or Governmental Accounting Standards Board (“GASB”), as applicable, full, true, and complete records necessary to fully disclose to DSHS, the Texas State Auditor’s Office, the United States Government, and their authorized representatives’ sufficient information to determine compliance with the terms and conditions of this MOU and all state and federal rules, regulations, and statutes.
2. Clinic shall maintain and retain legible copies of this MOU and all records relating to the performance of the MOU. These records shall be maintained and retained by Clinic for a minimum of seven (7) years after the MOU’s expiration date or seven (7) years after the completion of all audits, claim, litigation, or dispute matters involving the MOU are resolved, whichever is later.

H. DSHS’s Right to Audit

1. Clinic shall make available at reasonable times, upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Clinic pertaining to the MOU for purposes of inspecting, monitoring, auditing, or evaluating by DSHS and the State of Texas.
2. In addition to any right of access arising by operation of law, Clinic, any of Clinic’s affiliate or subsidiary organizations, or subcontractors, shall permit DSHS or any of its duly authorized representatives, as well as duly authorized federal, state, or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records (including but not limited to financial, client and patient records, books, papers or documents) related to this MOU. In addition, agencies of the State of Texas that shall have a right of access to records as described in this section include: DSHS, HHSC, HHSC's

contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority.

3. If deemed necessary by DSHS or any duly authorized authority, for the purpose of investigation or hearing, Clinic shall produce original documents related to this MOU.
4. DSHS and any duly authorized authority shall have the right to audit billings, both before and after payment, and all documentation that substantiates the billings.
5. Clinic shall include this **SUBSECTION VI.H**, herein, concerning the right of access to, and examination of, sites and information related to this MOU in any subcontract it awards.

I. Compliance with Audit or Inspection Findings

1. Clinic must act to ensure its compliance and its subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the MOU and the services provided. Any such correction will be at Clinic's sole expense or its subcontractor's sole expense. Whether Clinic's action corrects the noncompliance shall be solely DSHS's decision.
2. Upon DSHS's request, Clinic must provide DSHS a copy of those portions of Clinic's internal audit reports and its subcontractors' internal audit reports relating to the services provided to the State of Texas under this MOU.

J. State Auditor's Right to Audit

1. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the MOU or indirectly through a subcontract under the MOU. The acceptance of funds directly under the MOU or indirectly through a subcontract under the MOU acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
2. The Clinic shall comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

K. Amendment

This MOU may only be modified by written amendment signed by the Parties.

L. Change in Law and Compliance with Laws

Clinic shall comply with all laws, regulations, requirements, and guidelines applicable to a vendor providing services required by this MOU to an agency of the State of Texas, as these laws, regulations, requirements, and guidelines currently exist and as amended throughout the term of the MOU. DSHS reserves the right, in its sole discretion, to unilaterally amend the MOU to incorporate any modifications necessary for DSHS's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements, and guidelines.

M. Governing Law and Venue

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this MOU is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to DSHS.

N. Dispute Resolution

1. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the MOU. If the Clinic's claim for breach of contract cannot be resolved informally with DSHS, the claim shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Clinic shall submit written notice, as required by Chapter 2260, to the individual identified in the MOU for receipt of notices. Any informal resolution efforts shall in no way modify the requirements or toll the timing of the formal written notice of a claim for breach of contract required under Section 2260.051 of the Texas Government Code. Compliance by the Clinic with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
2. The contested case process provided in Chapter 2260 is the Clinic's sole and exclusive process for seeking a remedy for an alleged breach of contract by DSHS if the Parties are unable to resolve their disputes as described above.
3. Notwithstanding any other provision of the MOU to the contrary, unless otherwise requested or approved in writing by the DSHS, the Clinic shall continue performance and shall not be excused from performance during the period of any breach of contract claim or while the dispute is pending.

O. Limitation on Authority

1. Any authority granted to Clinic by DSHS is limited to the terms of this MOU.
2. Clinic shall not have any authority to act for or on behalf of the DSHS or the State of Texas except as expressly provided for in the MOU; no other authority, power, or use is granted or implied. Clinic may not incur any debt, obligation, expense, or liability of any kind on behalf of DSHS or the State of Texas.
3. Clinic may not rely on implied authority and is not granted authority under the MOU to:
  - a. Make public policy on behalf of DSHS.
  - b. Promulgate, amend, or disregard administrative regulations of program policy decisions made by state and federal agencies responsible for administration of a DSHS program; or
  - c. Unilaterally communicate or negotiate with any federal or state agency or Texas Legislature on behalf of DSHS regarding DSHS programs or this MOU.

P. Severability

If any provision of the MOU is held to be illegal, invalid, or unenforceable by a court of law or equity, such construction will not affect the legality, validity, or enforceability of any other provision or provisions of this MOU. It is the intent and agreement of the Parties that this MOU shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal, and enforceable and that achieves the same objective. All other provisions of this MOU will continue in full force and effect.

Q. Force Majeure

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in the MOU caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

R. Sovereign Immunity

Nothing in the MOU shall be construed as a waiver of the DSHS's or the State of Texas's sovereign immunity. This MOU shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to DSHS or the State of Texas. The failure to enforce, or any delay in the enforcement of, any



privileges, rights, defenses, remedies, or immunities available to DSHS or the State of Texas under the MOU or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. DSHS does not waive any privileges, rights, defenses, or immunities available to DSHS by entering into the MOU or by its conduct prior to or subsequent to entering into the MOU.

S. Entire MOU and Modification

This MOU constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the MOU will be harmonized with this MOU to the extent possible.

**VII. Authorized Representatives**

The following will act as the designated representative (“MOU Representative”) authorized to administer activities including, but not limited to, notices, consents, approvals, or other general communications to the maximum extent possible. The designated Party MOU Representatives are as follows:

**DSHS**

Melissa Tafoya-Cortez  
DSHS Contract Management Section  
P.O. Box 149347  
Austin, Texas 78714-9347  
(512) 776-2643  
Melissa.Cortez@dshs.texas.gov

**Clinic**

Tammy Crumley  
Hays County Health Department  
101 Thermon  
San Marcos, Texas, and 78666  
(512) 393-5520  
tammy.crumley@co.hays.tx.us

**VIII. Notice Requirements**

- A. All notices given by Clinic shall be in writing, include the DSHS contract number, comply with all terms and conditions of the MOU, and be delivered to DSHS’s MOU Representative identified above.
- B. Clinic shall send legal notices to DSHS at the address below and provide a copy to DSHS’s MOU Representative:

Health and Human Services Commission  
Attn: Office of Chief Counsel  
4601 W. Guadalupe, Mail Code 1100  
Austin, Texas 78751

*With copy to:*  
Department of State Health Services  
Attn: Office of General Counsel  
1100 W. 49<sup>th</sup> Street, Mail Code 1919  
Austin, Texas 78756

- C. Notices given by DSHS to Clinic may be emailed, mailed, or sent by common carrier. Email notices shall be deemed delivered when sent by DSHS. Notices sent by mail shall be deemed delivered when deposited by DSHS in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by DSHS with a common carrier, overnight, signature required.
- D. Notices given by Clinic to DSHS shall be deemed delivered when received by DSHS.
- E. Either Party may change its MOU Representative or Legal Notice contact by providing written notice to the other Party at least ten (10) calendar days prior to the change.

#### **IX. Legal Authority**

DSHS enters into this MOU under the authority of Texas Health and Safety Code Chapters 12, 81, 85, and 1001.

#### **X. Contract Documents**

The following documents are incorporated by reference and made a part of this MOU for all purposes.

**ATTACHMENT A - LOCATION LIST OF CLINIC'S PARTICIPATING CLINICS**  
**ATTACHMENT B - PRIVACY, SECURITY, AND BREACH NOTIFICATION**

#### **XI. Authorized Signatures**

By signing, Parties acknowledge that they have read the MOU in its entirety and agree to its terms. The individuals whose signatures appear below have the requisite authority to execute this MOU on behalf of the named Party.

**SIGNATURE PAGE FOR  
MEMORANDUM OF UNDERSTANDING  
DSHS CONTRACT NO. HHS001329900057**

**DEPARTMENT OF STATE HEALTH SERVICES**

**HAYS COUNTY**

**HAYS COUNTY HEALTH DEPARTMENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Ruben Becerra

Title: \_\_\_\_\_

Title: County Judge

Date of Signature: \_\_\_\_\_

Date of Signature: \_\_\_\_\_

**ATTACHMENT A**  
**LOCATION LIST OF CLINIC’S PARTICIPATING CLINICS**  
**DSHS CONTRACT NO. HHS001329900057**

Clinic Name	Address	City	Zip	Phone Number

**ATTACHMENT B**  
**PRIVACY, SECURITY, AND BREACH NOTIFICATION**  
**DSHS CONTRACT NO. HHS001329900057**

**1.0 Definitions**

**“Breach”** means the acquisition, access, use, or disclosure of Confidential Information in an unauthorized manner which compromises the security or privacy of the Confidential Information.

**“DSHS Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Clinic electronically or through any other means that consists of or includes any or all of the following:

- (a) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (as these terms are defined in 45 C.F.R. §160.103);
- (b) Sensitive Personal Information defined by Texas Business and Commerce Code Chapter 521;
- (c) Federal Tax Information (as defined in Internal Revenue Service Publication 1075);
- (d) Personal Identifying Information (as defined in Texas Business and Commerce Code Chapter 521);
- (e) Social Security Administration Data (defined as information received from a Social Security Administration federal agency system of records), including, without limitation, Medicare or Medicaid information (defined as information relating to an applicant or recipient of Medicare or Medicaid benefits); and
- (f) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**1.1 DSHS Confidential Information**

Any DSHS Confidential Information received by Clinic under this MOU may be disclosed only in accordance with applicable law. By signing this MOU, Clinic certifies that Clinic is, and intends to remain for the term of this MOU, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification, including without limitation the following:

- (a) Title 5 United States Code (USC) Part I, Chapter 5, Subchapter II, Section 552a, Records Maintained on Individuals, The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988.
- (b) Title 26 USC, Internal Revenue Code.

- (c) Title 42 USC Chapter 7, Subchapter XI, Part C, Administrative Simplification, the relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
- (d) Title 42 USC Chapter 7, the relevant portions of the Social Security Act;
- (e) Title 42 USC Chapter I, Subchapter A, Part 2, Confidentiality of Substance Use Disorder Patient Records;
- (f) Title 45 Code of Federal Regulations (CFR) Chapter A, Subchapter C, Part 160, General Administrative Requirements;
- (g) Title 45 CFR Chapter A Subchapter C, Part 164, Security and Privacy;
- (h) Internal Revenue Service Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies, Safeguards for Protecting Federal Tax Returns and Return Information;
- (i) Office of Management and Budget Memorandum 17-12, Preparing for and Responding to a Breach of Personally Identifiable Information;
- (j) Texas Business and Commerce Code Title 11, Subtitle B, Chapter 521 Unauthorized Use of Identifying Information;
- (k) Texas Government Code, Title, 5, Subtitle A, Chapter 552, Public Information, as applicable;
- (l) Texas Health and Safety Code, Title 2, Subtitle D, Chapter 81, Section 81.006, Funds;
- (m) Texas Health and Safety Code Title 2, Subtitle I, Chapter 181, Medical Records Privacy;
- (n) Texas Health and Safety Code Title 7, Subtitle E, Chapter 611, Mental Health Records;
- (o) Texas Human Resources Code, Title 2, Subtitle A, Chapter 12, Section 12.003, Disclosure of Information Prohibited;
- (p) Texas Occupations Code, Title 3, Health Professions, as applicable;
- (q) Constitutional and common law privacy; and
- (r) Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this MOU.

Clinic further certifies that Clinic will comply with all amendments, regulations, and guidance relating to those laws, to the extent applicable.

## **1.2 Cybersecurity Training**

All of Clinic's authorized users, workforce and subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code, Title 10, Subtitle B, Chapter 2054, Section 2054.5192, Cybersecurity Training Required: Certain State Contractors, by the Texas Department of Information Resources.

## **1.3 Business Associate Agreement**

Clinic will ensure that any subcontractor of Clinic who has access to DSHS Confidential Information will sign a HIPAA-compliant Business Associate Agreement with Clinic, and Clinic will submit a copy of that Business Associate Agreement to DSHS upon request.

#### **1.4 Clinic's Incident Notice, Reporting and Mitigation**

Clinic's obligation begins at discovery of any unauthorized disclosure of Confidential Information or any privacy or security incident that may compromise Confidential Information. "Incident" is defined as an attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Clinic's obligation continues until all effects of the Incident are resolved to DSHS's satisfaction; hereafter referred to as the "Incident Response Period."

#### **1.5 Notification to DSHS.**

- (a) Clinic must notify DSHS within the timeframes set forth in Section (c) below.
- (b) Clinic must require that its subcontractors and contractors take the necessary steps to assure that Clinic can comply with all of the following Incident notice requirements.
- (c) Incident Notice:

##### **1. Initial Notice.**

Within twenty-four (24) hours of discovery, or in a timeframe otherwise approved by DSHS in writing, Clinic must preliminarily report on the occurrence of an Incident to the DSHS Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us).

This initial notice must, at a minimum, contain:

- (i) all information reasonably available to Clinic about the Incident, (ii) confirmation that the Clinic has met any applicable federal Breach notification requirements, and
- (iii) a single point of contact for the Clinic for DSHS communications both during and outside of business hours during the Incident Response Period.

##### **2. Formal Notice.**

No later than three (3) Business Days after discovery of an Incident, or when Clinic should have reasonably discovered the Incident, Clinic must provide written formal notification to DSHS using the Potential Privacy/Security Incident Form which is available on the HHSC website at <https://hhsconnection.hhs.texas.gov/rights-responsibilities/office-chief-counsel/privacy>. The formal notification must include all available information about the Incident, and Clinic's investigation of the Incident.

#### **1.6 Clinic Investigation, Response, and Mitigation.**

Clinic must fully investigate and mitigate, to the extent practicable and as soon as possible or as indicated below, any Incident. At a minimum, Clinic will:

- (a) Immediately commence a full and complete investigation.
- (b) Cooperate fully with DSHS in its response to the Incident.
- (c) Complete or participate in an initial risk assessment.

- (d) Provide a final risk assessment.
- (e) Submit proposed corrective actions to DSHS for review and approval.
- (f) Commit necessary and appropriate staff and resources to expeditiously respond.
- (g) Report to DSHS as required by DSHS and all applicable federal and state laws for Incident response purposes and for purposes of DSHS's compliance with report and notification requirements, to the satisfaction of DSHS.
- (h) Fully cooperate with DSHS to respond to inquiries and/or proceedings by federal and state authorities about the Incident.
- (i) Fully cooperate with DSHS's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such Incidents.
- (j) Recover, or assure destruction of, any Confidential Information impermissibly disclosed during or as a result of the Incident; and
- (k) Provide DSHS with a final report on the Incident explaining the Incident's resolution.

#### **1.7 Breach Notification to Individuals and Reporting to Authorities.**

- (a) In addition to the notices required in this section, Clinic must comply with all applicable legal and regulatory requirements in the time, manner, and content of any notification to individuals, regulators, or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required in Title 45 CFR Chapter A, Subchapter C Part 164, Subpart D Notification in the Case of Breach of Unsecured Protected Health Information and Texas Business and Commerce Code, Title 11, Subtitle B, Chapter 521, Section 521.053(b), Notification Required Following Breach of Security of Computerized Data, or as specified by DSHS following an Incident.
- (b) The Clinic must assure that the time, manner, and content of any Breach notification required by this section meets all federal and state regulatory requirements.
- (c) Breach notice letters must be in Clinic's name and on Clinic's letterhead and must contain contact information to obtain additional information, including the name and title of Clinic's representative, an email address, and a toll-free telephone number.
- (d) Clinic must provide DSHS with copies of all distributed communications related to the Breach notification at the same time Clinic distributes the communications.
- (e) Clinic must demonstrate to the satisfaction of DSHS that any Breach notification required by applicable law was timely made. If there are delays outside of Clinic's control, Clinic must provide written documentation to DSHS of the reasons for the delay.





## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

T.CRUMLEY

Sponsor:

Judge Becerra

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### Agenda Item:

Authorize the acceptance of a grant award from the Capital Area Council of Governments (CAPCOG) in the amount of \$10,000.00 and amend the budget accordingly. **BECERRA/T.CRUMLEY**

### Summary:

The Hays County Recycling & Solid Waste Department has two balers at the Driftwood location and both are in need of replacement. The balers are over 35 years old, and they are at end of life. This grant will provide the opportunity to purchase one new replacement baler which is a vital component to the recycling operation. The replacement baler is a vertical baler (6030HDB) that includes a 10HP Tri-Volt Motor. The total equipment cost is \$13,318.22. There is no cost match required, however the grant award is \$10,000 and there will be a difference of \$3,318.22. CWOP/Recycling and Solid Waste would like to request that the County provide the additional \$3,318.22 so that the grant award can be used and the baler purchased.

### Fiscal Impact:

Amount Requested: \$3,318.22

Line Item Number: 001-716-99-190.4304/.5719\_700

### Budget Office:

-Source of Funds: CAPCOG Grant Funds & General Fund

Budget Amendment Required Y/N?: Yes

Comments: Recommend department salary savings to fund the cost overrun of the requested equipment.

(\$10,000) - Increase Intergovernmental Revenue\_Capital 001-716-99-190.4304

\$13,319 - Increase Misc. Equipment\_Capital 001-716-99-190.5719\_700

(\$3,319) - Decrease Staff Salaries 001-716-00.5021

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$10,000 in Intergovernmental Revenues

Comments:

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### Attachments

Grant Award

# Capital Area Council of Governments Interlocal Agreement for 2023 Solid Waste Implementation Grant 23-12-10

## **Sec. 1. Parties and Purpose**

- 1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.
- 1.2. Hays County ("GRANT RECIPIENT") is a county in the State of Texas.
- 1.3. CAPCOG has received funding from the Texas Commission on Environmental Quality (TCEQ) for the implementation of the Regional Municipal Solid Waste Plan (RSWMP).
- 1.4. GRANT RECIPIENT has requested funding from CAPCOG to purchase equipment that will be used exclusively for managing municipal solid waste.
- 1.5. This agreement is entered into between CAPCOG and GRANT RECIPIENT pursuant to Texas Government Code chapter 791.
- 1.6. For purposes of carrying out CAPCOG's duties and obligations under this agreement, the parties understand agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG) and their representatives, individually, officially, and collectively.
- 1.7. Each CAPCOG and GRANT RECIPIENT being referred to individually as the "Party" or collectively are referred to as "Parties" in this document.

## **Sec. 2. Goods and Services**

- 2.1. GRANT RECIPIENT agrees to carry out the work described in Attachment A.

## **Sec. 3. Term of Agreement**

- 3.1. The effective date of this agreement upon execution, and ends, unless sooner terminated under Sec. 9, 10, or 11, on August 31, 2023, or extended by written mutual agreement of the Parties. As indicated in the Scope of Work, there are obligations that extend beyond the term of the contract.

## **Sec. 4. Agreement Price and Payment Terms**

- 4.1. CAPCOG agrees to provide GRANT RECIPIENT a \$10,000.00 grant on a reimbursement basis for the work described in Attachment A. CAPCOG may unilaterally increase this amount if funding allows.
- 4.2. GRANT RECIPIENT shall bill CAPCOG no later than November 30, 2023.
- 4.3. The invoice requesting payment must be delivered via e-mail to CAPCOG's project representative described in Attachment B.

- 4.4. GRANT RECIPIENT agrees to certify each invoice as follows:
- GRANT RECIPIENT certifies that this invoice is correct and complete and that the amount requested has not been received.
- 4.5. CAPCOG agrees to pay GRANT RECIPIENT the amount owed on each invoice within 30 calendar days after its receipt, subject to acceptance of the deliverable as specified in Attachment A

## **Sec. 5. Rights and Duties**

- 5.1. To the extent authorized under Texas law, as to any judicial or administrative suit, claim, investigation, or proceeding (each a "Proceeding") brought by someone other than GRANT RECIPIENT that arises out of GRANT RECIPIENT's breach of this agreement or any negligent or intentional act of GRANT RECIPIENT under this agreement or any of the transactions contemplated under this agreement, GRANT RECIPIENT shall indemnify CAPCOG, its directors, officers, employees, and agents (collectively, "CAPCOG Indemnitees") against all (a) amounts awarded in, or paid in settlement of, the Proceeding, including any interest, and (b) any out-of-pocket expense incurred in defending the Proceeding or in any related investigation or negotiation, including court filing fees, court costs, arbitration fees, witness fees, and attorneys' and other professionals' fees and disbursements (collectively, "Indemnifiable Losses") except to the extent that a CAPCOG Indemnitee negligently or intentionally caused those Indemnifiable Losses. To the extent authorized under Texas law, as to any Proceeding brought by someone other than CAPCOG that arises out of CAPCOG's breach of this agreement or any negligent or intentional act of CAPCOG under this agreement or any of the transactions contemplated under this agreement, CAPCOG shall indemnify GRANT RECIPIENT, its officers, employees, and agents (collectively, "GRANT RECIPIENT Indemnitees") against all Indemnifiable Losses except to the extent that a GRANT RECIPIENT Indemnitee negligently or intentionally caused those Indemnifiable Losses.
- 5.2. For purposes of this agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance. If a Force Majeure Event prevents a Party from complying with any one or more obligations under this agreement, that inability to comply will not constitute breach if (1) that Party uses reasonable efforts to perform those obligations, (2) that Party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (b) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that Party complies with its obligations under this section. If a Force Majeure Event occurs, the noncomplying Party shall promptly notify the other Party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying Party expects it to last. Thereafter the noncomplying Party shall update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party shall use reasonable efforts to limit damages to the other Party and to resume its performance under this agreement.

## **Sec. 6. Compliance with Applicable Law and Policy**

- 6.1. GRANT RECIPIENT agrees to comply with all APPLICABLE LAW and POLICY in carrying out this Agreement, including any purchases or reimbursement requests made hereunder.

## **Sec. 7. Independent Contractor**

- 7.1. GRANT RECIPIENT is not an employee or agent of CAPCOG, but it performs this contract solely as an independent contractor.

## **Sec. 8. Assignment and Subcontracting**

- 8.1. Except as specified in the attached scope of services, GRANT RECIPIENT may not assign its rights or subcontract its duties under this Agreement without the prior written consent of CAPCOG. An attempted assignment or subcontract in violation of this Sec. 8.1 is void.

## **Sec. 9. Records and Inspections**

- 9.1. GRANT RECIPIENT agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. GRANT RECIPIENT agrees to maintain these records at GRANT RECIPIENT's office address described in Sec. 15.
- 9.2. Subject to the additional requirement of Sec. 9.3, GRANT RECIPIENT agrees to preserve the records for four years after receiving its final payment under this Agreement.
- 9.3. If an audit of or information in the records is disputed or the subject of litigation, GRANT RECIPIENT agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.
- 9.4. CAPCOG is entitled to inspect and copy, during normal business hours at GRANT RECIPIENT's offices where they are maintained, the records maintained under this Agreement for as long as they are preserved.
- 9.5. CAPCOG is also entitled to visit GRANT RECIPIENT's offices and talk to its personnel during normal business hours to assist in evaluation of its performance under this Agreement.

## **Sec. 10. Proprietary or Confidential Information**

- 10.1. All information in CAPCOG's possession is public information, and is subject to disclosure to third parties upon request, unless exempted from disclosure by the Texas Public Information Act.
- 10.2. If GRANT RECIPIENT believes that information it submits to CAPCOG is proprietary or confidential and is not disclosable to a third party, GRANT RECIPIENT must clearly mark the information as proprietary or confidential and inform CAPCOG in writing that GRANT RECIPIENT will contest disclosure of the information if disclosure is requested under the Texas Public Information Act.
- 10.3. If the allegedly proprietary or confidential information is clearly marked as such and CAPCOG was informed of GRANT RECIPIENT's desire to keep the information confidential, CAPCOG agrees to use the information only in performing this Agreement and to take reasonable precautions to protect the information from unauthorized disclosure to third parties. CAPCOG agrees to refuse to disclose the information, if requested to do so under the Texas Public Information Act, and instead to request an Attorney General's decision on whether the

information may be disclosed. CAPCOG agrees to inform GRANT RECIPIENT of any request for disclosure of the information under the Texas Public Information Act.

## **Sec. 11. Termination of Agreement without Cause**

- 11.1. Agreement may be terminated by either Party with a 60 day written notice delivered under the terms of Section 15.

## **Sec. 12. Suspension or Termination of Agreement for Unavailability of Funds**

- 12.1. GRANT RECIPIENT acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may suspend its payment obligations under or terminate this Agreement in whole or part if CAPCOG learns that funds to pay for all or part of the goods and services will not be available at the time of delivery or performance. If CAPCOG suspends or terminates only part of this agreement for unavailability of funds, GRANT RECIPIENT agrees to perform the unsuspended or unterminated part if CAPCOG so requests.
- 12.2. CAPCOG suspends or terminates this agreement for unavailability of funds by giving GRANT RECIPIENT notice of the suspension or termination, as soon as it learns of the funding unavailability, specifying the suspension or termination date, which may not be fewer than 10 business days from the notice date, and describing the part or parts suspended or terminated. The Agreement is suspended or terminates on the specified termination date.
- 12.3. If this agreement is suspended or terminated for unavailability of funds under this Sec. 12, GRANT RECIPIENT is entitled to compensation for the services it performed before it received notice of suspension or termination. However, CAPCOG is not liable to GRANT RECIPIENT for costs it paid or incurred under this Agreement after or in anticipation of its receipt of notice of suspension or termination.

## **Sec. 13. Termination for Breach of Contract**

- 13.1. If GRANT RECIPIENT or CAPCOG breaches a material provision of this Agreement, the other may notify the breaching Party describing the breach and demanding corrective action. The breaching Party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the Agreement or either party may invoke the dispute resolution process of Sec. 14.
- 13.2. Termination for breach under this section does not waive either party's claim for damages resulting from the breach.

## **Sec. 14. Dispute Resolution**

- 14.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves.
- 14.2. CAPCOG shall use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and

Remedies Code. CAPCOG must submit written notice of a claim of breach of contract under this chapter to Hays County, Attn: Tammy Crumley, 101 Thermon Drive, San Marcos, Texas, 78666, [tammy.crumley@co.hays.tx.us](mailto:tammy.crumley@co.hays.tx.us) OR Ashton Pecina, 101 Thermon Drive, San Marcos, Texas, 78666, [ashton.pecina@co.hays.tx.us](mailto:ashton.pecina@co.hays.tx.us).

- 14.3. The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

## **Sec. 15. Notice to Parties**

- 15.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Sec. 15.2 and signed on behalf of the party; or (3) three business days after it's deposited in the United States mail, with first-class postage affixed, addressed to the party's address specified in Sec. 15.2.
- 15.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director, [bvoights@capcog.org](mailto:bvoights@capcog.org).
- 15.3. GRANT RECIPIENT's address is Attn: Hays County Recycling and Solid Waste, 101 Thermon Drive, San Marcos, Texas, 78666, [tammy.crumley@co.hays.tx.us](mailto:tammy.crumley@co.hays.tx.us).
- 15.4. A Party may change its address by providing notice of the change in accordance with Sec. 15.1.

## **Sec. 16. Attachments**

- 16.1. The following attachments are part of this agreement:
- Attachment A: Scope of Services
- Attachment B: Project Representatives and Records Location

## **Sec. 17. Miscellaneous**

- 17.1. Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 17.2. This Agreement states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 17.3. This Agreement is binding on and inures to the benefit of the parties' successors in interest.
- 17.4. This Agreement is performable in Travis County, Texas, and Texas law governs the interpretation and application of this contract.
- 17.5. This Agreement is executed through signatures by both parties transmitted electronically.

Hays County

By  \_\_\_\_\_

Ruben Becerra

County Judge

Date: 07/31/2023

Date Approved by Commissioners' Court:

06/20/2023

Capital Area Council of Governments

By \_\_\_\_\_

Betty Voights

Executive Director

Date: \_\_\_\_\_

## **Attachment A: Scope of Services**

GRANT RECIPIENT agrees to carry out work identified in its 6/14/2023 application for funding to CAPCOG, which is summarized below and incorporated by reference:

Eligible Activity: Purchase a Vertical Baler

Total Equipment Cost: \$26,636.44

Amount Requested: \$25,000.00

Minimum Acceptable: \$10,000.00

GRANT RECIPIENT shall meet the following milestones for this project, or it risks forfeiting the funding:

1. Provide an anticipated timeline for completion of the project to CAPCOG by August 11, 2023;
2. Provide a status update to CAPCOG by August 25, 2023, including whether there have been any changes in the anticipated cost of the project or timeline for completion;
3. Submit a purchase order (PO) to a selected vendor no later than August 31, 2023, and provide a copy to CAPCOG upon submission of the PO;
4. Pay for the equipment no later than September 30, 2023;
5. Notify CAPCOG within two business days after payment occurs;
6. Invoice CAPCOG no later than November 30, 2023.

GRANT RECIPIENT agrees to provide updates to CAPCOG regarding the possibility of any delays in receiving the equipment, or any other occurrence, that would cause GRANT RECIPIENT to be unable to pay for the equipment by September 30, 2023.

GRANT RECIPIENT also agrees to abide by all terms of CAPCOG's Grant Contract 582-22-30110 with the Texas Commission on Environmental Quality (TCEQ), which is incorporated by reference, as it relates to subawards, including all terms in the FY 2022-2023 Regional Solid Waste Program Administrative Procedures and submitting follow-up results reports on the use of the equipment in accordance with TCEQ requirements.

CAPCOG may unilaterally award additional funds above \$10,000, if funding allows, up to the total eligible costs of the project. If this occurs, CAPCOG may request an updated reimbursement request from GRANT RECIPIENT, or it may unilaterally adjust payment based on the documentation provided.



## Attachment B: Project Representatives and Records Location

### CAPCOG Project Representative

The individual named below is the CAPCOG Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG Project Representative or his or her designee. The CAPCOG Project Representative may indicate a designee through an e-mail to [Kmay@capcog.org](mailto:Kmay@capcog.org).

Ken May  
(Name)  
Solid Waste Program Manager  
(Title)

Telephone No.: (512) 916-6040

Facsimile No.: (512) 916-6001

E-mail: [kmay@capcog.org](mailto:kmay@capcog.org)

Capital Area Council of Governments  
6800 Burleson Road  
Building 310, Suite 165  
Austin, Texas 78744

### GRANT RECIPIENT Project Representative

The individual named below is the GRANT RECIPIENT Project Representative, who is authorized to give and receive communications and directions on behalf of GRANT RECIPIENT. All communications must be addressed to the GRANT RECIPIENT Project Representative or his or her designee. The GRANT RECIPIENT Project Representative may indicate a designee through an e-mail to [kmay@capcog.org](mailto:kmay@capcog.org)

Tammy Crumley  
(Name)  
Director  
(Title)

Telephone No.: 512-878-6673

Facsimile No.: N/A

E-mail: [tammy.crumley@co.hays.tx.us](mailto:tammy.crumley@co.hays.tx.us)

101 Thermon Drive, San Marcos, Texas, 78666

### Submittal of Payment Requests

Payment requests must be submitted to the CAPCOG Project Representative.

### Designated Location for Records Access and Review

GRANT RECIPIENT designates the physical location below for record access and review pursuant to any applicable provision of this Contract:

Equipment:  
20290 FM 150 East, Driftwood, TX 78619

Records:  
101 Thermon Drive, San Marcos, Texas, 78666



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

---

### Agenda Item:

Authorize the County Judge to execute an updated services agreement between Hays County and The Bug Master to add pest prevention services to the interior of the PSB 911 Call Center in the amount of \$115.00 quarterly and authorize a waiver to the purchasing policy. **SHELL/T.CRUMLEY**

### Summary:

Our current The Bug Master agreement for the PSB does not include interior roach prevention in the 911 Call Center. We are currently experiencing a roach infestation in the Call Center, and we need The Bug Master to deep treat the area. The Bug Master has submitted an agreement that will allow for them to specifically treat that area for roached once a quarter. This agreement will have a set-up cost of \$225 and then a \$115 charge quarterly.

### Fiscal Impact:

Amount Requested: \$225

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 waiver to the purchasing policy from obtaining three quotes.

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

New Revenue Y/N?: N/A

Comments:

---

### Attachments

Bug Master Agreement - PSB 911 Call Center

Visit **portal.thebugmaster.com**  
to log into your account and pay online.  
You will need the following information:

**Your Account #:** 217880

**Your Email:** chris.deichmann@co.hays.tx.us



## General Pest Control Service Agreement

### Service Type

Pest Prevention

#### Location Information

Location Name  
911 Call Center

Service Address  
810 South Stagecoach Trail

Service City  
San Marcos

State TX Zip 78666

Email  
chris.deichmann@co.hays.tx.us

Phone  
(512) 554-9261

Secondary Phone

### Service and Warranty Information

Interior service for the 911 Call Center.

Initial service for pest prevention program. One year service agreement from initial service.

Pest prevention service performed approximately every 90 days.

Treat entry/exit points, call center cubicles, hallways, electrical rooms, restrooms, break room, restrooms, offices, conference rooms and general common spaces.

Covered pests: Ants, Spiders, Roaches, and Scorpions

Warranty: Full warranty for all covered pests between scheduled services for the duration of the agreement.

#### Billing Information

*Same As Location Information*

Bill To Name  
Hays CountyHays County

Address  
712 South Stagecoach Trail

City  
San Marcos

State TX Zip 78666

Email  
chris.deichmann@co.hays.tx.us

Phone  
(512) 393-7659

Secondary Phone

### Terms • Payment Arrangements

One-Time Setup Total		Recurring Total
\$ \$225.00		\$ \$115.00
Tax		Tax
\$ \$18.56	<i>Tax Exempt</i>	\$ \$9.49
Total		Total
\$ \$243.56		\$ \$124.49

### Service Agreement Guarantee and Acceptance

This agreement is effective as of the date below and continues for a period of 12 months ("Initial Term"). After the Initial Term, this agreement automatically renews for additional 12 month periods (each a "Renewal Term") unless notice of non-renewal is provided by either party in writing not less than 30 days from the end of the then-current Initial Term or Renewal Term as applicable. Unless otherwise expressly provided herein, amounts due under this agreement are non-cancellable and non-refundable.

Customer  
Signature

Print Name

Date August 02, 2023

**TPCL # 4211**  
1912 Smith Rd, Austin, TX 78721  
Phone (512) 250-1500

**TPCL # 4211 C**  
3128 Thornton Ln, Temple, TX 76502  
Phone (254) 939-4458

**www.thebugmaster.com • customerservice@thebugmaster.com • 512-250-1500 • Fax 512-832-9979**

Licensed and regulated by: Texas Department of Agriculture, P.O. Box 12847 Austin, TX 78711-2847  
Phone (866) 918-4481 • Fax (888) 232-2567

1912 Smith Rd

Austin, TX 78721

customerservice@thebugmaster.com (mailto:customerservice@thebugmaster.com)

512-250-1500

www.thebugmaster.com (http://www.thebugmaster.com)



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Judge Becerra

---

### Agenda Item:

Authorize the transfer of \$1,100.00 to continuing education funds within the Development Services operating budget and amend the budget accordingly. **BECERRA/PACHECO**

### Summary:

The Development Services department is requesting an amendment within the operating budget from the uniforms general ledger to the continuing education general ledger to be used for any upcoming continuing educational needs for staff for the remainder of FY 2023.

### Fiscal Impact:

Amount Requested: \$1,100

Line Item Number: 001-657-00.5551

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,100 - Increase Continuing Education 001-657-00.5551

(\$1,100) - Decrease Uniforms 001-657-00.5474

### 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: 08/08/2023

Requested By:

Jennifer Doinoff

Sponsor:

Commissioner Smith

---

### Agenda Item:

Amend the Elections Administration Office continuing education budget for additional funds needed to attend the 41st Annual Election Law Seminar for County Election Officials held in Austin, Texas. **SMITH/DOINOFF**

### Summary:

Additional funds are needed for conference registration and per diems for the Election's Administration and staff to attend the annual election law seminar.

### Fiscal Impact:

Amount Requested: \$1,200

Line Item Number: 001-655-00.5551

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$1,200 - Increase Continuing Education 001-655-00.5551

(\$1,200) - Decrease Postage 001-655-00.5212

### 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: 08/08/2023

Requested By:

Jennifer Doinoff & Jeff McGill

Sponsor:

Commissioner Shell

---

### Agenda Item:

Authorize IT and Election's Department to purchase security camera and monitoring system for the IT-Elections Building from Security One, Inc. and authorize a purchasing wavier to the Purchasing Policy and amend the budget accordingly. **SHELL/DOINOFF/MCGILL**

### Summary:

The IT and Election's Department is requesting to purchase the needed security cameras as well as the monthly monitoring of the system. The camera system equipment and install is \$20,868.17 and the monthly monitoring fee will be \$446.95.

### Fiscal Impact:

Amount Requested: \$20,868.17

Line Item Number: 001-655-00.5741

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$20,869 - Increase Elections Misc. Capital Improvements 001-655-00.5741

(\$20,869) - Decrease Co-Wide Misc. Capital Improvements 001-645-00.5741

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a waiver to the Purchasing Policy from requiring three quotes.

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

---



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Judge Sandra Bryant

Sponsor:

Commissioner Cohen

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### Agenda Item:

Authorize the Justice of the Peace, Precinct 5 Office to purchase one Microsoft Surface Go3 tablet utilizing the Justice Court Technology Fund and amend the budget accordingly. **COHEN/BRYANT**

### Summary:

The Justice of the Peace is moving towards paperless processes when in the field. This tablet would allow for a seamless transition from bench, to office, to field work as needed. Funding is available in the Justice Court Technology Fund.

### Fiscal Impact:

Amount Requested: \$918.73

Line Item Number: 112-630-00.5202 (\$83.99 case)

112-630-00.5712\_400 (\$834.74 tablet)

### Budget Office:

Source of Funds: Justice Court Technology Fund

Budget Amendment Required Y/N?: Yes

Comments: Funding is available in the data supply line item to cover the purchase of the tablet and the case.

\$835 - Increase Computer Equipment\_Operating 112-630-00.5712\_400

(\$835) - Decrease Data Supplies 112-630-00.5202

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Texas Department of Information Resources (DIR) Contract: DIR-CPO-4471

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

---

### Attachments

SHI Quote





Pricing Proposal  
Quotation #: 23736179  
Created On: 7/24/2023  
Valid Until: 8/31/2023

## HAYS COUNTY AUDITOR

### Erica Lee

San Marcos, TX 78666  
United States  
Phone:  
Fax:  
Email: erica.lee@co.hays.tx.us

## Inside Account Manager

### Richard Lettiere

3828 Pecana Trail  
Austin, TX 78749  
Phone: 800-870-6079  
Fax: 512-732-0232  
Email: Richard\_Lettiere@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 MICROSOFT CORP : Microsoft Surface Go3 i3/8/128 Commercial Platinum Windows11 Pro 10.5 Touch Display Microsoft - Part#: 8VD-00001 Contract Name: Microsoft Corporation Contract #: DIR-CPO-4471	1	\$679.99	\$625.59	\$625.59
2 MICROSOFT CORP : Comm Complete for Bus 3YR Warranty US USD Surface Microsoft - Part#: F9W-00123 Contract Name: Microsoft Corporation Contract #: DIR-CPO-4471	1	\$149.00	\$125.16	\$125.16
3 MICROSOFT CORP : Surface Go Type Cover - Black Microsoft - Part#: KCN-00023 Contract Name: Microsoft Corporation Contract #: DIR-CPO-4471	1	\$99.99	\$83.99	\$83.99
4 MICROSOFT CORP : Microsoft Surface Pen Comm M1776 SC English,Canadian French,Spanish CHARCOAL Commercial 1 yr mgf warty Microsoft - Part#: EYV-00001 Contract Name: Microsoft Corporation Contract #: DIR-CPO-4471	1	\$99.99	\$83.99	\$83.99
			Total	\$918.73

## Additional Comments

Please Note: Microsoft only has a return policy for DOA units for Surface and Surface Hub Devices. The following are the DOA timeframes:

Surface Hub (55" and 84") - 10 Days

All other Surface Devices - 30 Days

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and

**fluctuations.**

---

*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Lisa Day, Chief Juvenile Probation Officer

Sponsor:

Judge Becerra

---

### Agenda Item:

Authorize additional travel funds for the Juvenile Probation Office related to juvenile placements and amend the budget accordingly. **BECERRA/DAY**

### Summary:

The Juvenile Probation Office is in need of additional travel funds for travel expenses related to placement of juveniles at other secure facilities outside of Hays County.

### Fiscal Impact:

Amount Requested: \$400.00

Line Item Number: 001-686-00.5501

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$400 - Increase Travel 001-686-00.5501

(\$400) - Decrease Memberships 001-686-00.5302

### 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: 08/08/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Ingalsbe

**Agenda Item**Approve Utility Permits. **COHEN/INGALSBE/BORCHERDING****Summary**

TRN-2023-6294-UTL	Gofroth SUD proposes to install new 12" water line crossing Hillside Terrace via road cut. The line will run west along the improved Hillside Terrace ROW and connect to existing 12" on Cross Barn Blvd. Site Plan has been approved by Hays GEC.
TRN-2023-6602-UTL	City of San Marcos to install gravity and force main wastewater improvements via bore to service River Bend Ranch Subdivision. Lines will run north east along N. Old Bastrops proposed ROW, cross N. Old Bastrop, and down existing utility easement.
TRN-2023-6603-UTL	The installation of a City of San Marcos maintained lift station and associated force main. The 22,317 LF of force main will run along the ROW of Staples road, bore under FM 110 and then run along the ROW of Old Bastrop Highway.

**Attachments**

Site Plan  
Location Map  
Permit  
Location Map  
Site Plan  
Permit  
Location Map  
Plan Set  
Permit

1ST SUBMITTAL TO CITY	02/16/2023
2ND SUBMITTAL TO CITY	04/08/2023
3RD SUBMITTAL TO CITY	05/15/2023

ENGINEER  
**Kimley»Horn**

5301 SOUTHWEST PARKWAY  
BLDG. 2, SUITE 100  
AUSTIN, TEXAS 78735  
PH. (512) 626-2241  
CONTACT: IAN ROBERTS, P.E.

STATE OF TEXAS  
REGISTRATION NO. F-928

## OWNER

CAP8 SUNHOMES LLC  
3 SNOWBIRD COURT  
PRINCETON JUNCTION, NJ 08550  
TEL: (732) 322-3001  
CONTACT: SURESH CHILLAMKURTY

## DEVELOPER

**RUDOWSKY DEVELOPMENT LLC**  
305 BOND ST, SUITE 301  
ASBURY PARK, NJ 07712  
TEL: (732) 877-9250  
CONTACT: LUKE RUDOWSKY

## SURVEYOR

**Kimley»Horn**

601 NW LOOP 410, SUITE 350  
SAN ANTONIO, TX 78216  
TEL: (210) 541-9166  
CONTACT: GREG MOSIER, R.P.L.S.

## SURVEYOR BENCHMARK LIST

TBM #101: "MAG NAIL W/WASHER" SET IN CENTER OF  
HEADWALL LOCATED SOUTH RIGHT-OF-WAY LINE OF HILLSIDE  
TERRACE ±2300' WEST OF FM 2001.  
ELEVATION = 781.37 FEET

TBM #102: "MAGE NAIL W/WASHER" SET IN CONCRETE,  
LOCATED SOUTH RIGHT-OF-WAY LINE OF HILLSIDE TERRACE  
±1885' WEST OF FM 2001.  
ELEVATION = 794.61 FEET

# CIVIL CONSTRUCTION PLANS

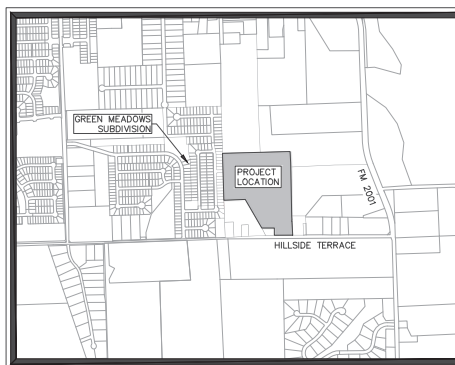
FOR

## HILLSIDE CREEK SUBDIVISION

CITY OF BUDA, HAYS COUNTY, TX

PROJECT DATA TABLE	
TOTAL SURVEYED ACREAGE	29.376
TOTAL NUMBER OF LOTS	116
NUMBER OF RESIDENTIAL LOTS	109
NUMBER OF BLOCKS	6
CONNECTIVITY INDEX	1.7
CENTERLINE LINEAR FOOTAGE OF ALL NEW PUBLIC STREETS	4185
NO. CONNECTIONS TO EXISTING STREETS	2
NO. STUB STREETS TO ADJACENT PROPERTIES TO BE DEVELOPED	3
ENCOMPASSING LAND ABSTRACT SURVEY	A-239

ACREAGE BY LOT TYPE	
LOT TYPE	ACREAGE
DEVELOPMENT	17.023
ROW	5.974
OPEN SPACE	4.572
DRAINAGE/WATER QUALITY	1.427
UTILITY	0.380



VICINITY MAP  
SCALE: 1" = 1,000'

MAPSCO GRID #S27 & #S28  
DRAINAGE BASIN: WILDHORSE TR

FEBRUARY 16, 2023

## UTILITY PROVIDERS

WATER  
GOFORTH SPECIAL UTILITY DISTRICT (SUD)  
8900 NIEDERWALD STRASSE  
KYLE, TX 78640  
(512) 376-5695

WASTEWATER  
CITY OF BUDA  
405 E LOOP ST, BLDG 100  
BUDA, TX 78610

**ELECTRIC**  
PEDERNALES ELECTRIC COOPERATIVE (PEC)  
1810 FM 150 WEST  
KYLE, TX 78640

**GAS**  
CENTERPOINT ENERGY  
1111 LOUISIANA ST  
HOUSTON, TX 77002  
(800) 427-7142

**CABLE/TELEPHONE**  
**FRONTIER COMMUNICATIONS**  
14195 RANCH RD 12  
WIMBERLEY, TX 78676  
(512) 869-2231

[illegible]

SHEET INDEX	
Sheet Number	Sheet Title
1	COVER SHEET
2	FINAL PLAT (SHEET 1 OF 2)
3	FINAL PLAT (SHEET 2 OF 2)
4	FINAL PLAT (SHEET 3 OF 4)
5	FINAL PLAT (SHEET 4 OF 4)
6	GENERAL NOTES
7	T&E NOTES
8	EXISTING CONDITIONS & DEMOLITION PLAN
9	EROSION CONTROL PLAN
10	GRADING PLAN (1 OF 3)
11	GRADING PLAN (2 OF 3)
12	GRADING PLAN (3 OF 3)
13	LIROPE LIN PLAN & PROFILE (1 OF 2)
14	LIROPE LIN PLAN & PROFILE (2 OF 2)
15	DEWBERRY DR PLAN & PROFILE
16	BALSER DR PLAN & PROFILE
17	HILLSIDE CREEK LN PLAN & PROFILE (1 OF 2)
18	HILLSIDE CREEK LN PLAN & PROFILE (2 OF 2)
19	CREEK PLUN LN PLAN & PROFILE
20	EXISTING DRAINAGE AREA MAP
21	PROPOSED DRAINAGE AREA MAP
22	INLET DRAINAGE AREA MAP
23	INLET CALCULATIONS
24	OVERALL STORM PLAN
25	STORM PLAN & PROFILE - SD A (1 OF 2)
26	STORM PLAN & PROFILE - SD A (2 OF 2)
27	STORM PLAN & PROFILE - SD B (1 OF 2)
28	STORM PLAN & PROFILE - SD B (2 OF 2)
29	STORM PLAN & PROFILE - SD C & SD D
30	STORM PLAN & PROFILE - SD E
31	STORM PLAN & PROFILE - LIROPE LN CULVERT
32	STORM LATERALS (1 OF 4)
33	STORM LATERALS (2 OF 4)
34	STORM LATERALS (3 OF 4)
35	STORM LATERALS (4 OF 4)
36	POND PLAN
37	POND DETAILS
38	WATER PLAN & PROFILE - LINE A (1 OF 2)
39	WATER PLAN & PROFILE - LINE A (2 OF 2)
40	WATER PLAN & PROFILE - LINE B
41	WATER PLAN & PROFILE - LINE C
42	WATER PLAN & PROFILE - LINE D (1 OF 2)
43	WATER PLAN & PROFILE - LINE D (2 OF 2)
44	WATER PLAN & PROFILE - LINE E
45	OFFSITE WATER PLAN & PROFILE (1 OF 2)
46	OFFSITE WATER PLAN & PROFILE (2 OF 2)
47	WASTEWATER PLAN & PROFILE - LINE A (1 OF 2)
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49	WASTEWATER PLAN & PROFILE - LINE B
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51	WASTEWATER PLAN & PROFILE - LINE D (1 OF 2)
52	WASTEWATER PLAN & PROFILE - LINE D (2 OF 2) & LINE E
53	SIDEWALK & SIGN PLAN
54	STREET LIGHT PLAN
55	EROSION CONTROL DETAILS
56	PAVING DETAILS (1 OF 2)
57	PAVING DETAILS (2 OF 2)
58	DRAINAGE DETAILS (1 OF 2)
59	DRAINAGE DETAILS (2 OF 2)
60	WATER DETAILS (1 OF 2)
61	WATER DETAILS (2 OF 2)
62	WASTEWATER DETAILS (1 OF 3)
63	WASTEWATER DETAILS (2 OF 3)
64	WASTEWATER DETAILS (3 OF 3)
65	L1.1 - OVERALL SITE PLAN
66	L1.2 - BIOFILTRATION PLANTING PLAN
67	L1.3 - LANDSCAPE DETAILS
68	L1.4 - LANDSCAPE SPECIFICATIONS

APPROVED BY:	
CITY OF BUDA	DATE
GOFORTH SPECIAL UTILITY DISTRICT	DATE
SUNFIELD M.U.D. #4	DATE
BUDA FIRE	DATE



WARNING: CONTRACTOR IS TO  
VERIFY PRESENCE AND EXACT  
LOCATION OF ALL UTILITIES  
PRIOR TO CONSTRUCTION.

CONSTRUCTION PLAN APPROVAL SHEET 5 OF 62  
FILE NUMBER 2023-116 APPLICATION DATE 02/16/2023  
APPROVED BY COMMISSION ON \_\_\_\_\_ UNDER THE:  
CITY OF BUDA UNIFIED DEVELOPMENT CODE \_\_\_\_\_  
EXPIRATION DATE XX/XX/XXXX CASE MANAGER A. KENNEDY

City Engineer, City of Buena	
RELEASED FOR GENERAL COMPLIANCE:	
Rev. 1	Correction 1
Rev. 2	Correction 2
Rev. 3	Correction 3

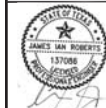
Final plan must be recorded by the Project Expiration Date, if applicable.

Subsequent Site Plans which do not comply with the Code current at the time of filing, and all required Building Permits and a notice of construction (a building permit is not required), must also be approved prior to the Project Expiration Date.



Know what's below.  
Call before you dig.

**Kimley»»Horn**  
© 2022 KIMLEY-HORN AND ASSOCIATES, INC.  
5001 SOUTHWEST PARKWAY, BUILDING 3, SUITE 100, AUSTIN, TX 78735  
PHONE: 512-646-2237  
WWW.KIMLEY-HORN.COM



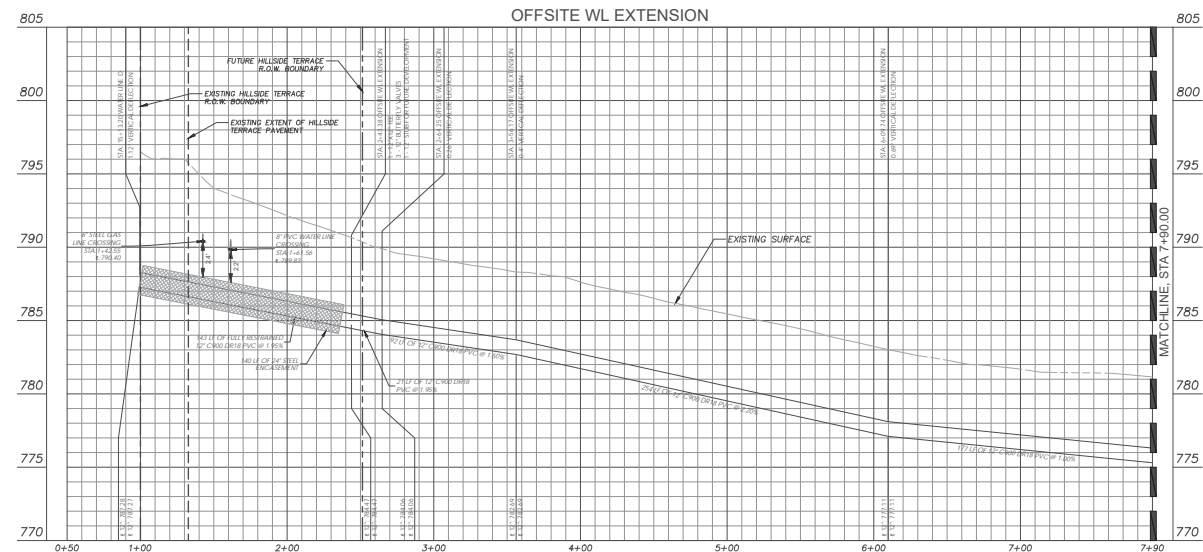
07/28/2023	KHA PROJECT 069299800	DATE JUNE 2023	SCALE: AS SHOWN	DESIGNED BY: JIR	DRAWN BY: MMS, JDP
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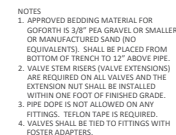
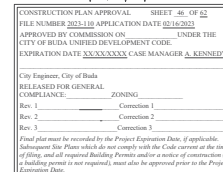
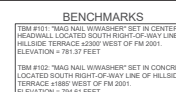
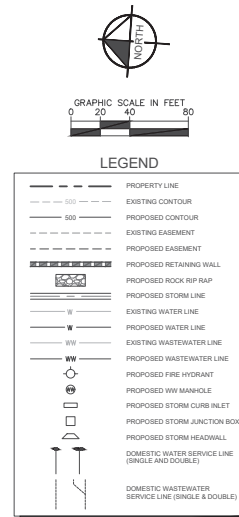
COVER SHEET


**HILLSIDE TERRACE  
SUBDIVISION**  
CITY OF BUDA  
HAYS COUNTY, TX 78610

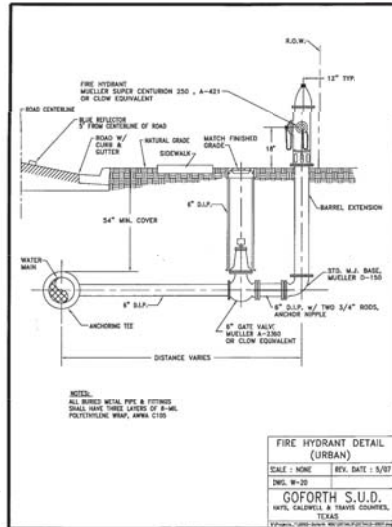
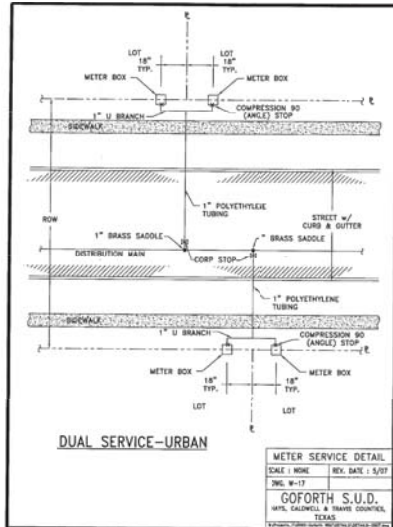
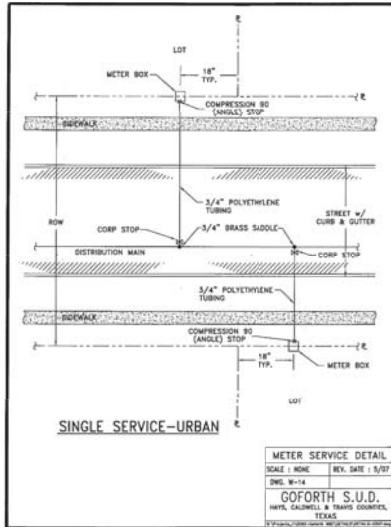
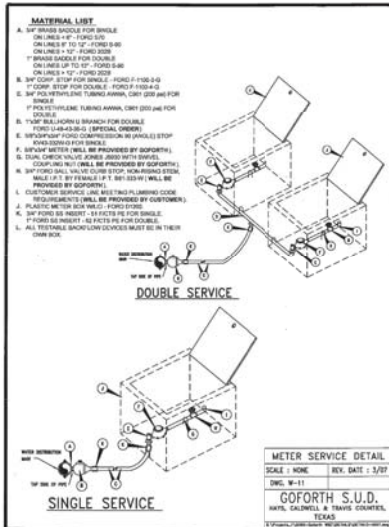
SHEET NUMBER  
1 OF 68

SITE DEVELOPMENT #2023-110

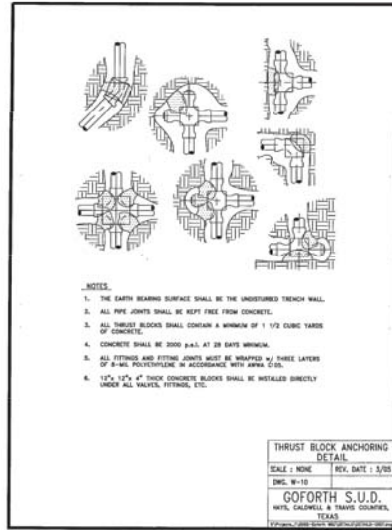
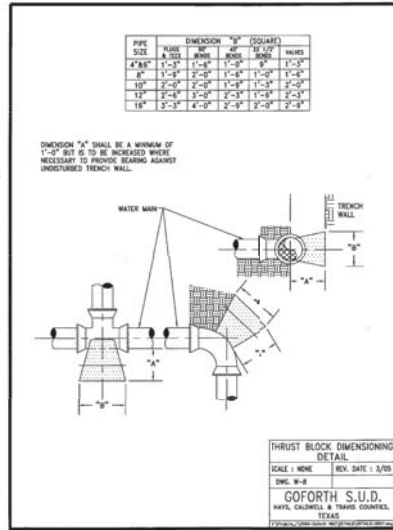




SHEET NUMBER		46 OF 68	
<p><b>HILLSIDE TERRACE</b>  <b>SUBDIVISION</b>          CITY OF BUDA          HAYS COUNTY, TX 78610</p>			
<p><b>OFFSITE WATER PLAN &amp; PROFILE (2 OF 2)</b></p>			
KGA PROJECT NUMBER	DATE	JUNE 2023	
SCALE: AS SHOWN	DESIGNED BY: JIR		
DRAWN BY: JMS, JDP		CHECKED BY: JIR	
			
<p><b>Kimley»Horn</b>          © 2022 KIMLEY-HORN AND ASSOCIATES, INC.          3301 SOUTHMEY PARKWAY, BUILDING 3, SUITE 100, AUSTIN, TX 78759          TEL: 512.476.1100 FAX: 512.476.1101          WWW.KIMLEY-HORN.COM</p>			
TEXAS REGISTERED ENGINEERING FIRM F-928		REVISIONS	DATE BY
No.			



PUSH-ON JOINT P.V.C. PIPE		MECHANICAL JOINT DUCTILE IRON PIPE		PUSH-ON JOINT DUCTILE IRON PIPE	
SIZE OF PIPE	RADIUS OF CURVE, FEET	BEND IN ONE JOINT, DEGREES	DEFLECT RADIUS OF CURVE, INCHES	BEND IN ONE JOINT, DEGREES	DEFLECT RADIUS OF CURVE, FEET
3	100	8°-18"	31	125	5° 19' 20"
4	140	8°-18"	31	125	5° 19' 20"
6	210	7°-3"	27	145	5° 19' 20"
8	280	5°-21"	20	195	5° 19' 20"
10	350	5°-21"	20	195	5° 19' 20"
12	420	5°-21"	20	195	5° 19' 20"



### BENCHMARKS

<p>TBM #101: "MAG NAIL WWASHER" SET IN CENTER OF HEADWALL LOCATED SOUTH RIGHT-OF-WAY LINE OF HILLSIDE TERRACE ±2000' WEST OF FM 2001. ELEVATION = 781.37 FEET</p>
<p>TBM #102: "MAG NAIL WWASHER" SET IN CONCRETE, LOCATED SOUTH RIGHT-OF-WAY LINE OF HILLSIDE TERRACE ±1885' WEST OF FM 2001. ELEVATION = 794.61 FEET</p>



Know what's below.  
Call before you dig.

WARNING: CONTRACTOR IS TO  
VERIFY PRESENCE AND EXACT  
LOCATION OF ALL UTILITIES  
PRIOR TO CONSTRUCTION.

CONSTRUCTION PLAN APPROVAL SHEET \_\_\_\_ OF 62  
FILE NUMBER 2023-110 APPLICATION DATE 02/16/2023  
APPROVED BY COMMISSION ON \_\_\_\_\_ UNDER THE  
CITY OF BUDA UNIFIED DEVELOPMENT CODE.  
EXPIRATION DATE XX/XX/XXXX CASE MANAGER A. KENNEDY

City Engineer, City of Buah

RELEASED FOR GENERAL COMPLIANCE: \_\_\_\_\_ ZONING \_\_\_\_\_

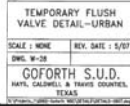
Rev. 1 \_\_\_\_\_ Correction 1 \_\_\_\_\_

Rev. 2 \_\_\_\_\_ Correction 2 \_\_\_\_\_

Rev. 3 \_\_\_\_\_ Correction 3 \_\_\_\_\_

*Final plot must be recorded by the Project Expiration Date, if applicable. Subsequent Site Plans which do not comply with the Code current at the time of filing, and all required Building Permits and/or a notice of construction (if a building permit is not required), must also be approved prior to the Project Expiration Date.*





TBM #101: "MAG NAIL WIIWASHER" SET IN CONCRETE  
LOCATED SOUTH RIGHT-OF-WAY LINE OF HILLSIDE  
TERRACE ±2300' WEST OF FM 2001.  
ELEVATION = 781.37 FEET

TBM #102: "MAG NAIL WIIWASHER" SET IN CONCRETE  
LOCATED SOUTH RIGHT-OF-WAY LINE OF HILLSIDE  
TERRACE ±1885' WEST OF FM 2001.  
ELEVATION = 794.61 FEET



City Engineer, City of Buena

RELEASED FOR GENERAL COMPLIANCE: \_\_\_\_\_ ZONING \_\_\_\_\_

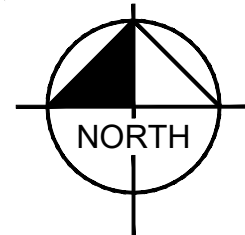
Rev. 1 \_\_\_\_\_ Correction 1 \_\_\_\_\_

Rev. 2 \_\_\_\_\_ Correction 2 \_\_\_\_\_

Rev. 3 \_\_\_\_\_ Correction 3 \_\_\_\_\_

*Final plot must be recorded by the Project Expiration Date, if applicable.*

*Subsequent Site Plans which do not comply with the Code current at the time of filing, and all required Building Permits and/or a notice of construction (a building permit is not required), must also be approved prior to the Project Expiration Date.*



FM 2001

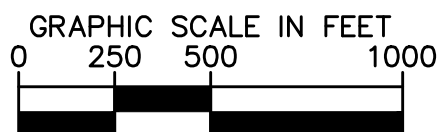
FEATHERGRASS DR

SUBJECT PROPERTY,  
APPROX. 29.4 AC

GREEN MEADOWS LN

HILLSIDE TER

APPROX. 1660  
LF TO FM 2001



**LOCATION MAP**  
Hillside  
City of Buda, Hays County, TX 78610

**Kimley»Horn**

5301 Southwest Parkway, Bldg. 3, Ste. 100  
Austin, TX 78735  
(512) 646-2237  
State of Texas Registration No. F-928



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

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

### Utility Company Information:

Name: Goforth SUD

Address: 8900 Niederwald Strasse Kyle TX

Phone:

Contact Name: Mario Tobias

### Engineer / Contractor Information:

Name: Kimley-Horn

Address: 1251 Sadler Drive, Building K, Suite 3200 San Marcos TX 78666

Phone: 2103600566

Contact Name: Ian Roberts

### Hays County Information:

Utility Permit Number: TRN-2023-6294-UTL

Type of Utility Service: 12" C900 DR18 PVC

Project Description:

Road Name(s): Hillside Terrace, , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will  
you be using ?

☐

Boring

☒

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

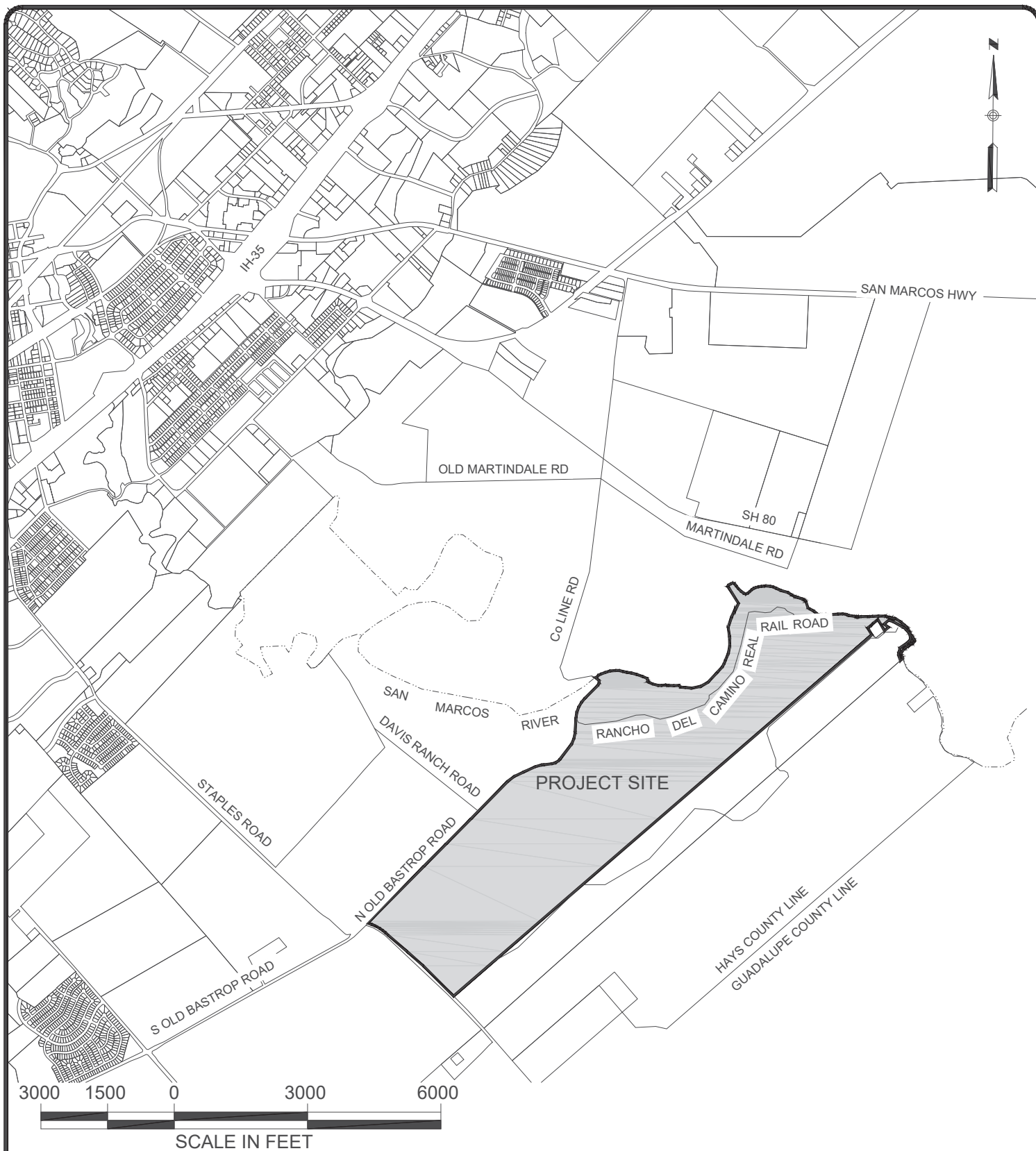
A black and white image of a handwritten signature, likely of Mark B. Roberts, on a dark background.

08/03/2023

Signature

Title

Date



LJA Engineering, Inc.

1100 NE Loop 410  
Suite 850  
San Antonio, Texas 78209



Phone 210.503.2700  
Fax 210.503.2749  
TBPE No. F-1386

## RIVER BEND RANCH SUBDIVISION

HK DEVELOPMENT

SHEET NAME  
SITE LOCATION MAP  
EXHIBIT 1

1 OF 1









# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

1. Construction of this line will begin on or after 7/18/2024 .

### Utility Company Information:

Name: City of San Marcos

Address: 630 E Hopkins San Marcos TX

Phone:

Contact Name:

### Engineer / Contractor Information:

Name: LJA Engineering

Address: 9830 Colonnade Blvd. San Antonio TX 78230

Phone:

Contact Name: Nick Gower

### Hays County Information:

Utility Permit Number: TRN-2023-6602-UTL

Type of Utility Service: Sewer Force Main & Gravity Main

Project Description:

Road Name(s): Old Bastrop Rd, , , , , ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will  
you be using ?

☒

Boring

☐

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

A black and white image of a handwritten signature, likely of a Hays County official, written in ink on a dark background.

08/03/2023

Signature

Title

Date





# RIVER BRIDGE RANCH

## LIFT STATION AND OFFSITE WATERLINE

### FM 110 & STAPLES RD

### PERMIT #: 2022-44104

SUBMITTED FOR APPROVAL BY:  
LJA ENGINEERING, INC.

*Lauren Crone*  
LICENSED PROFESSIONAL ENGINEER

*10/28/2022*  
DATE



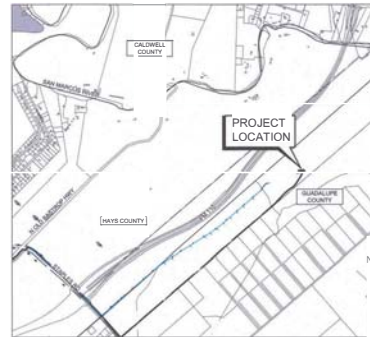
CITY OF SAN MARCOS DATE

#### GENERAL NOTES:

1. THE CONTRACTOR SHALL CALL (512)353-7728 FOR ALL CITY OF SAN MARCOS INSPECTIONS.
2. RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN ACCEPTING THESE PLANS, THE CITY OF SAN MARCOS MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
3. THIS PROJECT IS SUBJECT TO TCEQ'S TPDES SWPPP REGULATIONS PER TEXAS WATER CODE CHAPTER 26. IF NOT ALREADY DONE, HAVE A TX PE, CPESC, OR QPSWPPP DEVELOP/AMEND A PROJECT-SPECIFIC SWPPP AND SEEK APPLICABLE TPDES PERMIT TXR150000 COVERAGE IMMEDIATELY PER TXR150000 PARTS I-III AND CITY CODE SECTION 86.529(B)(2) OR 86.529(C)(3). A HARD-COPY OF THE SWPPP MUST BE KEPT ONSITE AND UPDATED TO MATCH SITE CONDITIONS DURING THE PROJECT.

#### CONTACT INFORMATION

CITY OF SAN MARCOS DEPARTMENT OF CIP & ENGINEERING (512-393-8130)  
CITY OF SAN MARCOS ENGINEERING INSPECTION SERVICES (512-393-8130)  
ELECTRIC UTILITY: BLUEBONNET ELECTRIC COOPERATIVE, INC. (800-842-7708)  
WATER UTILITY: CITY OF SAN MARCOS (512-393-8036)  
CABLE UTILITY: AT&T (512-531-3252)  
TELEPHONE UTILITY: AT&T (512-531-3252)  
NATURAL GAS UTILITY: CENTER POINT ENERGY (737-266-5309)  
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ): REGION II (512-339-2929)  
TEXAS DEPARTMENT OF TRANSPORTATION (512-832-7000)



LOCATION MAP  
SCALE: 1" = 2,000'

SUBMITTAL DATE: \_\_\_\_\_

#### LEGAL DESCRIPTION:

4.36 ACRE LIFT STATION AND ACCESS EASEMENT OUT OF THE  
A0255 WILLIAM BURNETT JR. TRACT PT 5, HAYS COUNTY, TEXAS,  
AND ABS. 21 SUR B & G FULCHER, GUADALUPE COUNTY, TEXAS

WATERSHED: MORRISON CREEK, UPPER SAN MARCOS WATERSHED

MAPSCO GRID NO.: WF001

FEMA MAP: 48209C0482F, SEPTEMBER 2, 2005

AQUIFER NOTE: THIS PROJECT IS NOT WITHIN THE EDWARDS AQUIFER  
RECHARGE ZONE OR CONTRIBUTING ZONE

OWNERS: LENNAR HOMES OF TEXAS, INC.  
15020 N FM 620, BLDG B, STE. 150  
AUSTIN, TEXAS 78717  
PHONE # (512) 418-0258

ENGINEER: LJA ENGINEERING, INC.  
FRN # F-1386  
7500 RIALTO BLVD., BUILDING II, SUITE 100  
AUSTIN, TEXAS 78735  
CONTACT PERSON: LAUREN CRONE, P. E.  
PHONE # (512) 439-4700  
FAX # (512) 439-4716

SURVEYOR: LJA SURVEYING, INC.  
7500 RIALTO BLVD., BUILDING II, SUITE 100  
AUSTIN, TX 78735  
CONTACT PERSON: MATT OVERALL, R.P.L.S.  
PHONE # (512) 439-4700

#### SHEET NO.

#### DESCRIPTION

1	COVER SHEET
2	GENERAL NOTES (SHEET 1)
3	GENERAL NOTES (SHEET 2)
4	STORM WATER POLLUTION PREVENTION PLAN (SWPPP)
5	EROSION AND SEDIMENTATION CONTROL PLAN
6	EROSION/SEDIMENTATION CONTROL, & TREE PROTECTION PLAN DETAILS
7	LIFT STATION SITE PLAN
8	LIFT STATION MECHANICAL
9	LIFT STATION DETAILS
10	OVERALL PROJECT LAYOUT
11	WATER LINE 'A' PLAN & PROFILE (SHEET 1)
12	WATER LINE 'A' PLAN & PROFILE (SHEET 2)
13	WATER LINE 'A' PLAN & PROFILE (SHEET 3)
14	WATER LINE 'A' PLAN & PROFILE (SHEET 4)
15	WATER LINE 'A' PLAN & PROFILE (SHEET 5)
16	WATER LINE 'A' PLAN & PROFILE (SHEET 6)
17	WATER LINE 'A' PLAN & PROFILE (SHEET 7)
18	WATER LINE 'A' PLAN & PROFILE (SHEET 8)
19	WATER LINE 'A' PLAN & PROFILE (SHEET 9)
20	WATER LINE 'A' PLAN & PROFILE (SHEET 10)
21	WATER LINE 'A' PLAN & PROFILE (SHEET 11)
22	FORCE MAIN PLAN & PROFILE (SHEET 1)
23	FORCE MAIN PLAN & PROFILE (SHEET 2)
24	FORCE MAIN PLAN & PROFILE (SHEET 3)
25	FORCE MAIN PLAN & PROFILE (SHEET 4)
26	FORCE MAIN PLAN & PROFILE (SHEET 5)
27	FORCE MAIN PLAN & PROFILE (SHEET 6)
28	FORCE MAIN PLAN & PROFILE (SHEET 7)
29	FORCE MAIN PLAN & PROFILE (SHEET 8)
30	FORCE MAIN PLAN & PROFILE (SHEET 9)
31	FORCE MAIN PLAN & PROFILE (SHEET 10)
32	FORCE MAIN PLAN & PROFILE (SHEET 11)
33	FORCE MAIN PLAN & PROFILE (SHEET 12)
34	FORCE MAIN PLAN & PROFILE (SHEET 13)
35	FORCE MAIN PLAN & PROFILE (SHEET 14)
36	FORCE MAIN PLAN & PROFILE (SHEET 15)
37	FORCE MAIN PLAN & PROFILE (SHEET 16)
38	FORCE MAIN PLAN & PROFILE (SHEET 17)
39	FORCE MAIN PLAN & PROFILE (SHEET 18)
40	FORCE MAIN PLAN & PROFILE (SHEET 19)
41	FORCE MAIN PLAN & PROFILE (SHEET 20)
42	FORCE MAIN PLAN & PROFILE (SHEET 21)
43	FORCE MAIN PLAN & PROFILE (SHEET 22)
44	FORCE MAIN PLAN & PROFILE (SHEET 23)
45	FORCE MAIN PLAN & PROFILE (SHEET 24)
46	FORCE MAIN PLAN & PROFILE (SHEET 25)
47	FORCE MAIN PLAN & PROFILE (SHEET 26)
48	FORCE MAIN PLAN & PROFILE (SHEET 27)
49	FORCE MAIN PLAN & PROFILE (SHEET 28)
50	FORCE MAIN PLAN & PROFILE (SHEET 29)
51	FORCE MAIN PLAN & PROFILE (SHEET 30)
52	GENERAL DETAILS (SHEET 1)
53	GENERAL DETAILS (SHEET 2)
54	GENERAL DETAILS (SHEET 3)
55	GENERAL DETAILS (SHEET 4)
56	GENERAL DETAILS (SHEET 5)
57	STRUCTURAL - GENERAL NOTES
58	STRUCTURAL - LIFT STATION SITE PLAN
59	STRUCTURAL - FOUNDATION PADS PLANS & SECTIONS
60	STRUCTURAL - FOUNDATION PADS PLANS & SECTIONS
61	STRUCTURAL - ELECTRICAL PANEL FOUNDATIONS PAD PLAN & SECTIONS
62	STRUCTURAL - VET WELL & VALVE VAULT PLAN & SECTIONS
63	ELECTRICAL - NOTES, SYMBOLS & ABBREVIATIONS
64	ELECTRICAL - SPECIFICATIONS
65	ELECTRICAL - GENERATOR SPECIFICATIONS
66	ELECTRICAL - GENERATOR & ATS SPECIFICATIONS
67	ELECTRICAL - SCADA SPECIFICATIONS
68	ELECTRICAL - SITE PLAN
69	ELECTRICAL - ONE-LINE DIAGRAM & SCHEDULES
70	ELECTRICAL - SCHEDULES
71	ELECTRICAL - DETAILS (SHEET 1)
72	ELECTRICAL - DETAILS (SHEET 2)
73	ELECTRICAL - CONTROLS (SHEET 1)
74	ELECTRICAL - CONTROLS (SHEET 2)
75	ELECTRICAL - CONTROLS (SHEET 3)
76	ELECTRICAL - SCADA (SHEET 1)
77	ELECTRICAL - SCADA (SHEET 2)
78	TRAFFIC CONTROL PLAN (SHEET 1)
79	TRAFFIC CONTROL PLAN (SHEET 2)
80	TRAFFIC CONTROL PLAN (SHEET 3)

RIVER BRIDGE RANCH  
STATION AND OFFSITE WATERLINE



# Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## UTILITY PERMIT APPROVAL LETTER

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

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

### General Special Provisions:

1. Construction of this line will begin on or after 11/1/2023 .

### Utility Company Information:

Name: City of San Marcos

Address: 630 E Hopkins San Marcos

Phone:

Contact Name:

### Engineer / Contractor Information:

Name: LJA Engineering, Inc.

Address:

Phone: 5124394700

Contact Name: Lauren Crone

### Hays County Information:

Utility Permit Number: TRN-2023-6603-UTL

Type of Utility Service: Wastewater Force Main

Project Description:

Road Name(s): Old Bastrop Highway, FM 110, , , Bastrop Road, ,

Subdivision:

Commissioner Precinct:

What type of cut(s) will  
you be using ?

☒

Boring

☐

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

A black and white photograph of a handwritten signature in blue ink, which appears to read "Mark B. Ballew".

08/03/2023

Signature

Title

Date



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Elaine Cardenas, County Clerk

Sponsor:

Judge Becerra

---

### Agenda Item:

Authorize the County Clerk's Office to purchase four additional modular desk units for staffing needs and amend the budget accordingly. **BECERRA\CARDENAS**

### Summary:

The County Clerk's Office was approved four modular desk units in the FY23 budget process, however, additional desks are required in order to create the space needed for full staffing levels. Funds are available in the County Clerk's Records Management Fund, no general funds required.

### Fiscal Impact:

Amount Requested: \$25,000

Line Item Number: 101-617-10.5711\_700

### Budget Office:

Source of Funds: Records Management & Archive Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$25,000 - Increase Office Equipment\_Capital 101-617-10.5711\_700

(\$25,000) - Decrease Contract Services 101-617-10.5448

### 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: 08/08/2023

Requested By:

Constable John Ellen

Sponsor:

Commissioner Cohen

---

### Agenda Item:

Authorize the Constable Pct. 5 Office to purchase additional law enforcement supplies utilizing continuing education savings and amend the budget accordingly. **COHEN/ELLEN**

### Summary:

The Constable has savings within budgeted continuing education funds and would like to use those savings to purchase additional law enforcement supplies. LE supplies needed are for practice ammunition, optics, rifle, first aid kits and armorer tools for officer and public safety.

### Fiscal Impact:

Amount Requested: \$900

Line Item Number: 001-630-00.5206

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$900 - Increase Law Enforcement Supplies 001-639-00.5206

(\$900) - Decrease Continuing Education 001-639-00.5551

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: TBD

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

T.Crumley

Sponsor:

Commissioner Cohen

---

### Agenda Item:

Authorize the County Judge to execute an Interface Agreement between Hays County and Clinical Pathology Laboratories, Inc. (CPL) for an electronic medical record interface between CPL and CureMD. **COHEN/T.CRUMLEY**

### Summary:

This interface between CPL and CureMD will be provided to Hays County at no cost. It will be a link between CPL Laboratory Information System and CureMD - the County's electronic medical record - which will allow the sending of laboratory orders and/or importing CPL laboratory results into CureMD.

### Fiscal Impact:

Amount Requested: No cost

Line Item Number: N/A

### Budget Office:

Source of Funds: N/A

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Interface Agreement

G/L Account Validated Y/N?: N/A

New Revenue Y/N?: N/A

Comments:

---

### Attachments

CPL Interface Agreement



**Client Name:** HAYS COUNTY HEALTH DEPT

**Client Account Number:** 20208

## INTERFACE AGREEMENT For Electronic Medical Record Interface

THIS AGREEMENT is made this 8 day of AUGUST, 2023 by and between HAYS COUNTY HEALTH DEPT with its place of business at 101 Thermon Drive, SAN MARCOS, TX 78666 (hereinafter called "Client"), and Clinical Pathology Laboratories, Inc., a Texas Corporation having its principal place of business at 9200 Wall Street, Austin, TX 78754, (hereinafter called "CPL").

WHEREAS CPL is a reference laboratory that performs laboratory tests for health care providers or organizations, including physicians, hospitals, ACO's, clinics and other laboratories, and

WHEREAS Client is a health care provider or organization which orders clinical laboratory tests for its patients, and

WHEREAS the parties desire to enter into an Agreement whereby CPL will provide an interface for providing laboratory test results and/or ordering laboratory tests

WHEREAS Client acknowledges that CPL has incurred implementation fees in the sum of \$0 in furnishing the interface to Client,

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and conditions herein stated, Client and CPL agree as follows:

### 1. INTERFACE

- 1.1** CPL agrees to provide, at CPL's expense, an interface between CPL Laboratory Information System (LIS) and the Client's Electronic Medical Record system or Laboratory Information System, located at the address set forth above, to allow the sending of laboratory orders and/or importing of CPL laboratory results into the Client's Electronic Medical Record (hereinafter called "EMR") software entitled **CUREMD**
- 1.2** The Interface shall be installed and used at the Client's location specified herein, and shall not be removed therefrom without CPL's prior written consent.
- 1.3** Client agrees that it is being provided with the Interface only for transmitting orders for laboratory tests and/or importing CPL laboratory results into the Client's EMR software.
- 1.4** Client agrees that Client is solely responsible for maintaining the data integrity of the laboratory results as transferred by CPL through the interface. If for some reason the laboratory results do not appear reasonable or accurate as to format or disclosure within the electronic medical records system, Client should notify CPL immediately.
- 1.5** In the event that Client is issuing orders and receiving test results solely via an electronic medium, Client will notify CPL in writing prior to any change in or software modification to its electronic medical record system and/or its laboratory information system. Client will then supply CPL documentation of the orders being issued and the results being received into its system after any such change or modification so that CPL may review the test order and result data for accuracy. During such time orders may be furnished by Client and results may be transmitted to Client by an alternate method.
- 1.6** Implementation of the stated interface will follow all guidelines of the College of American Pathologists (CAP) to insure integrity of the electronic communication of orders and transmitted results. To maintain CPL's accreditation with the CAP, CPL is required to continue to verify the integrity of data flowing through the interface every two (2) years. Client will be compliant and responsive to CPL's future requests for data to complete the audit process timely.

### 2. TERM AND TERMINATION

- 2.1** This Agreement shall remain in force and effect for two (2) years from the date set forth above, and shall renew for successive annual periods unless terminated by either party. Either the Client or CPL may terminate this Agreement at

any time, with or without cause, by providing thirty (30) days written notice.

- 2.2** If Client should terminate this agreement or discontinue using CPL's services prior to the end of the initial two year term, then Client shall immediately reimburse CPL for the implementation and service fees incurred by CPL in proportion to the time remaining on the two year term.
- 2.3** CPL agrees to pay the initial maintenance fees charged by Client EMR vendor for support of the interface. Client shall assume responsibility and be billed directly by Client EMR for all subsequent maintenance and support.

### **3. NO REFERRAL CONDITIONS**

The parties acknowledge and agree that this Agreement was not entered into under any conditions other than as set forth herein, and that this Agreement is not conditioned upon the referral of Medicare, and/or Medicaid testing by Client to CPL.

### **4. SEVERABILITY**

It is the intention of the parties that the provisions of this Agreement will be enforceable to the fullest extent permissible under applicable laws and regulations, and that the unenforceability of any provision or provisions under such laws or regulations will not render unenforceable, or impair, the remainder of the Agreement. If any provisions hereof are deemed invalid or unenforceable, either in whole or in part, this Agreement will be deemed amended to delete or to modify, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it valid and enforceable.

### **5. INDEPENDENT CONTRACTOR**

It is understood that CPL and Client are independent contractors engaged in the operation of their own respective businesses. Neither party is, or is to be considered as, the agent or employee of the other party for any purposes whatsoever. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party or to make any warranties or representations for or on behalf of the other party.

### **6. WAIVER**

No waiver of any breach or failure by either party to enforce any of the terms or conditions of this Agreement at any time will, in any manner, limit or waive such party's right thereafter to enforce, and to compel strict compliance with every term and condition hereof.

### **7. FORCE MAJEURE**

No delay in or failure of performance by either party under this Agreement will be considered to be a breach hereof if, and to the extent that such delay or failure of performance is caused by an occurrence or occurrences beyond the reasonable control of the party affected.

### **8. NOTICES**

All notices hereunder must be in writing, addressed to the respective parties at the address set forth in the initial paragraph of this Agreement hand delivered, or sent via email, certified mail or recognized overnight courier service. Notice shall be effective two days after mailing or on the date of receipt, whichever date is earlier. Notices to CPL shall be sent to CPL Account Executive, CPL Connectivity Group or to clienthelpdesk@cpllabs.com.

### **9. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties hereto with regard to the subject matter hereof, and no amendment or modification of its terms shall be valid or binding upon any party unless reduced to writing and signed by authorized representative of both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated above.

**Clinical Pathology Laboratories, Inc.**

**Client:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (*printed*): \_\_\_\_\_

Name (*printed*): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Sponsor:

Judge Becerra

---

### Agenda Item

Approve the appointment of Alex Banbury to the Hays County Historical Commission to replace Jonafa Banbury, the County Judge's appointee. **BECERRA**

### Summary

Jonafa Banbury, the County Judge's appointee has resigned from the Hays County Historical Commission for personal reasons and needs to be replaced.

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## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

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### Agenda Item:

Discussion and possible action to authorize the Court to execute Contract Amendment No. 1 in the amount of \$10,000.00 to the Professional Services Agreement between Hays County and Halff Associates, Inc. for appraisal review services on the RM 12 safety improvements near the intersection of Skyline Drive and Mountain Crest Drive project in Precinct 3, as part of the Hays County Road Bond Program. **SHELL/BORCHERDING**

### Summary:

The Contract Amendment increases the contract compensation cap by \$10,000.00 from \$59,995.00 to \$69,995.00. This will allow for the execution of Supplemental #1 to Work Authorization #1 which authorizes appraisal review services in the amount of \$10,000.00, funded by the Transportation Department [26-777-020]. No other changes are proposed at this time.

### Fiscal Impact:

Amount Requested: \$10,000.00

Line Item Number: 020-710-00-777.5632\_400

### 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 2021-Q02 Professional Right of Way Services

G/L Account Validated Y/N?: Yes, Right of Way Operating Expense

New Revenue Y/N?: N/A

Comments:

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### Attachments

RM12atSkylineMntnCrest(ROW)-Halff-Amendment01

**CONTRACT AMENDMENT NO. 1**  
**TO**  
**HAYS COUNTY**  
**CONTRACT FOR RIGHT OF WAY ACQUISITION**  
**SERVICES**

**HAYS COUNTY ROAD BOND PROJECT:     RM 12 Safety Improvements near  
Intersections of Skyline Drive & Mountain Crest (“Project”)**

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Right of Way Acquisition Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Halff Associates, Inc. (the "Contractor") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Contractor executed the Hays County Contract for Right of Way Acquisition Services dated effective November 22, 2022. (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 \$59,995.00; 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 Contractor agree that the Contract is amended as follows:

- I.     The Compensation Cap under Article 5 of the Contract is hereby increased from \$59,995.00 to \$69,995.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Contractor have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

**CONTRACTOR:**

By: Mark M Janicki  
Signature

MARK M JANICKI  
Printed Name

Vice President  
Title

7.27.23  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Carlos A. Lopez, P.E.  
7/31/2023



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

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### Agenda Item:

Discussion and possible action to authorize the execution of Contract Amendment No. 4 in the amount of \$55,000.00 to the Professional Services Agreement between Hays County and BGE, Inc. for the RM 967 project from UPRR to IH-35 in Precinct 4; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **SMITH/BORCHERDING**

### Summary:

The Contract Amendment increases the contract compensation cap by \$55,000.00 from \$1,385,000.00 to \$1,440,000.00. This will allow for the execution of Work Authorization #2 to allow BGE to design a traffic signal at the intersection of RM 967 and Robert S. Light, support the preparation of the Change Order to add this design into the construction plans, and provide construction phase services. This will be funded by the Transportation Department [645-020].

### Fiscal Impact:

Amount Requested: \$55,000.00

Line Item Number: 020-710-00-645.5621\_400

### Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$55,000 - Increase Engineering\_Operating 020-710-00-645.5621\_400

(\$55,000) - Decrease Road Materials 020-710-00.5351

### 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:

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### Attachments

RM967Maintenance-BGE-Amendment04

**CONTRACT AMENDMENT NO. 4**  
**TO**  
**HAYS COUNTY**  
**CONTRACT FOR ENGINEERING SERVICES**

**HAYS COUNTY ROAD BOND PROJECT:  
RM 967 Maintenance (UPRR to IH35 SBFR) ("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 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 \$1,385,000.00; 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 \$1,385,000.00 to \$1,440,000.00.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

**IN WITNESS WHEREOF**, the County and the Engineer have executed this Contract Amendment, 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

8/2/2023  
Date

**COUNTY:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Carlos A. Lopez, P.E.  
8/2/2023



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Smith

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### Agenda Item:

Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement Amendment No. 1 between Hays County and the Texas Department of Transportation relating to the US 290 at Trautwein Road intersection improvement project. **SMITH/BORCHERDING**

### Summary:

On September 25, 2019, Hays County and the Texas Department of Transportation (TxDOT) entered into an Advance Funding Agreement (AFA) relating to the US 290 at Trautwein Road intersection improvement project. The AFA memorialized the roles and responsibilities of Hays County and TxDOT regarding the funding, development, and construction of the project. Included in the AFA was the identification of \$1,049,000.00 in Federal and State construction funding which was awarded by the Capital Area Metropolitan Planning Organization (CAMPO) during the 2019-2022 Transportation Improvement Program project call. Since the execution of the AFA, TxDOT has coordinated with CAMPO to identify an additional \$125,880.00 in Federal and State construction funding for the project. The AFA Amendment No. 1 memorializes the additional construction funding with no change to the County's cost or development responsibilities as identified in the AFA. The Amendment No. 1 supporting resolution reflects the updated Federal and State construction funding.

### Fiscal Impact:

Amount Requested: \$236,370

Line Item Number: 035-804-96-872.5621\_400

### Budget Office:

Source of Funds: Federal & State Highway Funds and Voter Approved Road Bond Funds for Local Participation

Budget Amendment Required Y/N?: No

Comments: N/A

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Advanced Funding Agreement

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

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### Attachments

US 290 at Trautwein AFA Amendment No. 1 Resolution

US 290 at Trautwein AFA Amendment No. 1



A Resolution of the Hays County Commissioners Court  
Approving a Local Transportation Project (US 290 at Trautwein Road) Advance Funding  
Agreement for a Metropolitan Area Corridor On-System Project and Authorizing the County  
Judge to Execute the Agreement on behalf of Hays County

STATE OF TEXAS           §  
                                      §  
COUNTY OF HAYS       §

**WHEREAS**, the US 290 at Trautwein Road intersection improvement project is an element of the Hays County 2016 Road Bond Program; and

**WHEREAS**, the project would improve safety and mobility for local traffic conditions at this location; and

**WHEREAS**, Hays County submitted an application to the Capital Area Metropolitan Planning Organization (CAMPO) for the inclusion of the US 290 at Trautwein Road project in the FY 2019 to FY 2022 Transportation Improvement Program (TIP) and for the award of Federal funding for construction; and

**WHEREAS**, on August 31, 2021, the Unified Transportation Program was approved by Minute Order No. 116073, which identified \$1,174,880.00 in funding for the US 290 at Trautwein Road project; and

**WHEREAS**, the County has moved forward with project development of the US 290 at Trautwein Road project, including environmental clearance, construction design, and utility relocation;

**NOW, THEREFORE, BE IT RESOLVED.** by the Hays County Commissioners Court:

- (a) That the Commissioners Court of Hays County does hereby approve the Local Transportation Project (US 290 at Trautwein Road) Advance Funding Agreement for a Metropolitan Area Corridor On-System Project and authorizes the County Judge to execute the Agreement on behalf of Hays County.



RESOLVED, ORDERED, AND DECLARED this \_\_\_\_ day of \_\_\_\_\_ 2023.

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Ruben Becerra  
Hays County Judge

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Debbie Gonzales Ingalsbe  
Commissioner, Pct. 1

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Dr. Michelle Cohen  
Commissioner, Pct. 2

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Lon A. Shell  
Commissioner, Pct. 3

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Walt Smith  
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas  
Hays County Clerk

TxDOT:				Federal Highway Administration:	
CCSJ #	0113-07-072	AFA ID	Z00001424	CFDA No.	20.205
AFA CSJs	0113-07-072			CFDA Title	Highway Planning and Construction
District #	14	Code Chart 64#	50106		
Project Name	US 290 at Trautwein Rd.			AFA Not Used For Research & Development	

THE STATE OF TEXAS                   §

THE COUNTY OF TRAVIS               §

## ADVANCE FUNDING AGREEMENT For Metropolitan Area Corridor On-System Project

### AMENDMENT #1

**THIS AMENDMENT** is made by and between the State of Texas, acting through the **Texas Department of Transportation**, called the "State", and 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.

### WITNESSETH

**WHEREAS**, the parties executed a contract on **09/25/2019** to effectuate their agreement to **design and reconstruction of intersection at US 290 and Trautwein Road, in Hays County, Texas;** and,

**WHEREAS**, it has become necessary to amend that contract in order to **update the approved funding according to MO 116073 the Unified Transportation Program for FY 2022;**

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Amendment by resolution dated \_\_\_\_\_, which is attached to and made a part of this Agreement as Attachment A-1, Resolution.

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, the parties do agree as follows:

### AGREEMENT

The parties agree that the Agreement is amended as follows:

1. Attachment A Resolution or Ordinance is deleted in its entirety and replaced with Attachment A-1 Resolution, which is attached to and made part of this Amendment.
2. Attachment C Project Budget Estimate and Source of Funds is deleted in its entirety and replaced with Attachment C-1, which is attached to and made a part of this Amendment. The total estimated cost of the Project is increased by \$138,883 from \$1,418,149 to \$1,557,032 due to updated approved amount per UTP 2022 through MO#116073.

All other provisions of the original contract are unchanged and remain in full force and effect.

<b>TxDOT:</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0113-07-072</b>	<b>AFA ID</b>	<b>Z00001424</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0113-07-072</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>14</b>	<b>Code Chart 64#</b>	<b>50106</b>		
<b>Project Name</b>	<b>US 290 at Trautwein Rd.</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

### Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

#### THE STATE OF TEXAS

#### THE LOCAL GOVERNMENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Kenneth Stewart

\_\_\_\_\_  
Ruben Becerra

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Director of Contract Services

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Typed or Printed Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

<b>TxDOT::</b>				<b>Federal Highway Administration:</b>	
<b>CCSJ #</b>	<b>0113-07-072</b>	<b>AFA ID</b>	<b>Z00001424</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>AFA CSJs</b>	<b>0113-07-072</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>District #</b>	<b>14</b>	<b>Code Chart 64#</b>	<b>50106</b>		
<b>Project Name</b>	<b>US 290 at Trautwein Rd.</b>			<i>AFA Not Used For Research &amp; Development</i>	

## ATTACHMENT C-1

### PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Category 2 federal funding will be allocated for construction phase based on 80% Federal funding and 20% State funding until the Federal/State funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of all the costs. Engineering and Environmental costs will be allocated based on 100% Local Government funding. The State will be responsible for Direct and Indirect State Costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by Local)	\$225,000	0%	\$0	0%	\$0	100%	\$225,000
Environmental (by Local)	\$11,370	0%	\$0	0%	\$0	100%	\$11,370
Construction (by State)	\$1,174,880	80%	\$939,904	20%	\$234,976	0%	\$0
Subtotal	\$1,411,250		\$939,904		\$234,976		\$236,370
Environmental Direct State Costs	\$7,056	0%	\$0	100%	\$7,056	0%	\$0
Right of Way Direct State Costs	\$1,764	0%	\$0	100%	\$1,764	0%	\$0
Engineering Direct State Costs	\$10,584	0%	\$0	100%	\$10,584	0%	\$0
Utility Direct State Costs	\$1,764	0%	\$0	100%	\$1,764	0%	\$0
Construction Direct State Costs	\$49,394	0%	\$0	100%	\$49,394	0%	\$0
Indirect State Costs	\$75,220	0%	\$0	100%	\$75,220	0%	\$0
<b>TOTAL</b>	<b>\$1,557,032</b>		<b>\$939,904</b>		<b>\$380,758</b>		<b>\$236,370</b>

Initial payment by the Local Government to the State: \$0.00

Payment by the Local Government to the State before construction: \$0.00

Estimated total payment by the Local Government to the State \$0.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Shell

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### Agenda Item

Discussion and possible action to approve the selection of Doucet & Associates, Inc. to provide engineering services for RM 12 from RM 150 to Golds Road project in Precinct 3; and authorize staff and counsel to negotiate a contract. **SHELL/BORCHERDING**

### Summary

The RM 12 project from RM 150 to Golds Road has been identified by the Transportation Department as a project they would like to move forward.

Doucet & Associates, Inc. has been pre-qualified by Hays County for the requested services through RFQ 2021-Q01. The process to initially select an engineering consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

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## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

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### Agenda Item

Hold a public hearing with possible action to establish a 3-way stop at the intersection La Ventana Parkway and Elder Hill Road. **SMITH/BORCHERDING**

### Summary

In response to a request from local residents, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Elder Hill Road. (Please see attached map)

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### Attachments

La Ventana Map







## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

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### Agenda Item

Discussion and possible action to consider the release of the 2-year maintenance bond #107434401 in the amount of \$135,377.94, and the acceptance of roads into the county road maintenance system for Parten Ranch Phase

5. SMITH/BORCHERING

### Summary

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Parten Ranch Parkway (1,288 ft.), Running Bird Road (2,453 ft.), Lagoon Road (233 ft.), and Fireside Road (762 ft.).

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## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

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### Agenda Item

Discussion and possible action to consider the release of the 2-year maintenance bond #135515C in the amount of \$284,666.74, and the acceptance of roads into the county road maintenance system for Hymeadown Section 2, Phase 1.  
**INGALSBE/BORCHERING**

### Summary

Staff recommends acceptance of these roads into the county road maintenance system. Roads include: Tempest Trail (1,032 ft.), Bright Flora Lane (532 ft.), Delta Crest (1,645 ft.), Haywood Manor (242 ft.), Hidden Branch Cove (124 ft.), White Dunes Drive (474 ft.), Heather Glen Way (546 ft.), Alterra Way (972 ft.), and Living Reef Drive (639 ft.).

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## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Efren Chavez, County Planner

Sponsor:

Commissioner Shell

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### Agenda Item

PLN-2248-PC; Hold for a Public Hearing, followed by discussion and possible action regarding Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat. **SHELL/PACHECO**

### Summary

Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat is a recorded subdivision plat consisting of 3 lots across 10.258 acres located along Days End Rd. and Hummingbird Ln. in Wimberley and in Precinct 3. Water utility will be accomplished by private wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

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### Attachments

Plat  
Location Map  
Application Disapproved Letter  
Cover Letter

REPLAT OF LOT 13, BLOCK 1,  
BURNETT RANCH SECTION 4  
ESTABLISHING LOTS 13A, 13B & 13C, BLOCK 1  
BURNETT RANCH SECTION 4  
HAYS COUNTY, TEXAS

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

That we, Andrew Lester Bartleson and Katherine Paige Bartleson, owners of Lot 13, Block 1, of Burnett Ranch, Section 4, described in a deed recorded in Instrument No. 22004798 of the Official Public Records of Hays County, Texas, DO HEREBY SUBMIT TO THE PUBLIC RECORDS OF HAYS COUNTY, TEXAS, in accordance with the plat shown hereon, do hereby consent to all plat note requirements shown hereon, and do hereby certify that the plat shown hereon is a true and correct copy of the original plat on file with the County Clerk of Hays County, Texas, for the purpose of the County of Hays may deem appropriate. This subdivision is to be known as the REPLAT OF LOT 13, BLOCK 1, BURNETT RANCH SECTION 4, ESTABLISHING LOTS 13A, 13B & 13C, BLOCK 1, BURNETT RANCH SECTION 4, HAYS COUNTY, TEXAS.

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

By: \_\_\_\_\_  
Andrew Lester Bartleson  
107 Ridgewood Cir.  
Winberry, Texas 78676

TO CERTIFY WHICH, WITNESS by my hand this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

By: \_\_\_\_\_  
Katherine Paige Bartleson  
3212 Medford Lane  
Dallas, Texas 75205

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

Before me, the undersigned authority, on this day personally appeared Andrew Lester Bartleson, known to me to be the person 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 herein 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

Before me, the undersigned authority, on this day personally appeared Katherine Paige Bartleson, known to me to be the person 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 herein stated.

GIVEN UNDER MY HAND AND SEAL of office this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

NOTARY PUBLIC in and for \_\_\_\_\_ County, Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cordenas, 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 instrument Number \_\_\_\_\_

WITNESS my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

\_\_\_\_\_  
Ruben Becerra  
County Judge  
Hays County, Texas

EXEMPTIONS ELECTRIC COOPERATIVE NOTES

1. Electric Cooperative (PEC) is hereby designated a ten (10) 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 pass a twenty (20) foot wide utility easement centered 10' each side of the line.
3. Each lot is subject to a flooding ten (10) foot wide by thirty (30) foot long 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, removing, repairing, and repairing 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 57XX  
SM-23-1116000

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Ronald D. Hayes, 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, visible overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the accompanying instrument shows thereon were properly located or placed under my supervision in accordance with the Development Regulations of Hays County, Texas.

TO CERTIFY WHICH, WITNESS by my hand and seal at Hays County, Texas this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

RELEASED FOR REVIEW 09/26/23  
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.

\_\_\_\_\_  
Ronald D. Hayes  
Registered Professional Land Surveyor, No. 5703  
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 located within the Edwards Aquifer Contributing Zone as denoted hereon, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number, 48299C 0215 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 Hays County, Texas this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

RELEASED FOR REVIEW 09/26/23  
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  
Registered Professional Engineer, No. 119251  
State of Texas

STATE OF TEXAS\*  
COUNTY OF HAYS\*

KNOW ALL MEN BY THESE PRESENTS

I, Elaine H. Cordenas, 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 \_\_\_\_\_ PM, in the plat records of Hays County, Texas, in instrument Number \_\_\_\_\_

WITNESS my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_

\_\_\_\_\_  
Elaine H. Cordenas  
County Clerk  
Hays County, Texas

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community sewer system. The owner of any lot within this subdivision shall be responsible for obtaining the necessary permits from Hays County to question the water concerning ground water availability. Sewer 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 Gonsbeek, R.S., C.F.M.  
Hays County Floodplain Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Marcus Padonko, Director  
Hays County Development Services

\_\_\_\_\_  
Date



VICINITY MAP

PLAT NOTES

1. No portion of this subdivision lies within the Edwards Aquifer Recharge Zone.
2. This subdivision lies within the boundaries of the Edwards Aquifer Contributing Zone.
3. This subdivision lies within the Zone X area and outside of the 0.2% annual chance flood as determined on Federal Emergency Management Agency F.I.R.M. Panel 48299C 0215 F.
4. This subdivision contains 3 lots for a total of 10,265 acres.  
Lots less than 1.00 acre: 0  
Lots 2.00 to 5.00 acres: 3  
Lots 5.00 to 10.00 acres: 0  
Lots 10.00 acres or larger: 0
5. This subdivision is located within the following school districts:  
School District - Wimberly Independent School District  
Hays Trinity Conservation District  
Emergency Services District - #4 & #7  
Hays County Precinct #3  
This subdivision is zoned by private will.  
7. Retention collection is encouraged and in some areas may offer the best renewable water resource.
8. Wastewater treatment for this subdivision is to be provided by individual on-site septic facilities as approved by Hays County Development Services.
9. Electricity for this subdivision is provided by Pedernales Electric Cooperative, Inc.
10. This subdivision is located within the following utility easements:  
11. 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.
12. All culverts, when required shall comply with the current Hays County standards, per Hays County Development Regulations, chapter 705, subchapter 3.02.
13. All structures shall be constructed in accordance with the current Hays County design standards, per Hays County Development Regulations, chapter 705, subchapter 3.02.
14. 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.
15. Post-Construction Stormwater Management shall be in accordance with the current Hays County standards, per Hays County Development Regulations, chapter 725, subchapter 3.02. The owner of any lot within this subdivision shall be responsible for obtaining the necessary permits from Hays County to question the water concerning ground water availability. Sewer collection is encouraged and in some areas may offer the best renewable water resource.
16. The owner of any lot within this subdivision shall be responsible for obtaining the necessary permits from Hays County to question the water concerning ground water availability. Sewer collection is encouraged and in some areas may offer the best renewable water resource.
17. 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.
18. 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.
19. Under department regulations, this subdivision is exempt from the requirements to obtain a permit from Hays County for the construction of a new structure within a subdivision of five (5) years following the filing of the plat.
20. Improvements exist on these lots which are not shown by this plat.
21. Bearing Basis Texas State Plane Coordinate System-South Central Zone.

SURVEYOR:

HAYES SURVEYING, LLC  
202 SUNFLOWER DRIVE  
KYLE, TEXAS 78640  
512-738-0511

MAY 25, 2023

ENGINEER:

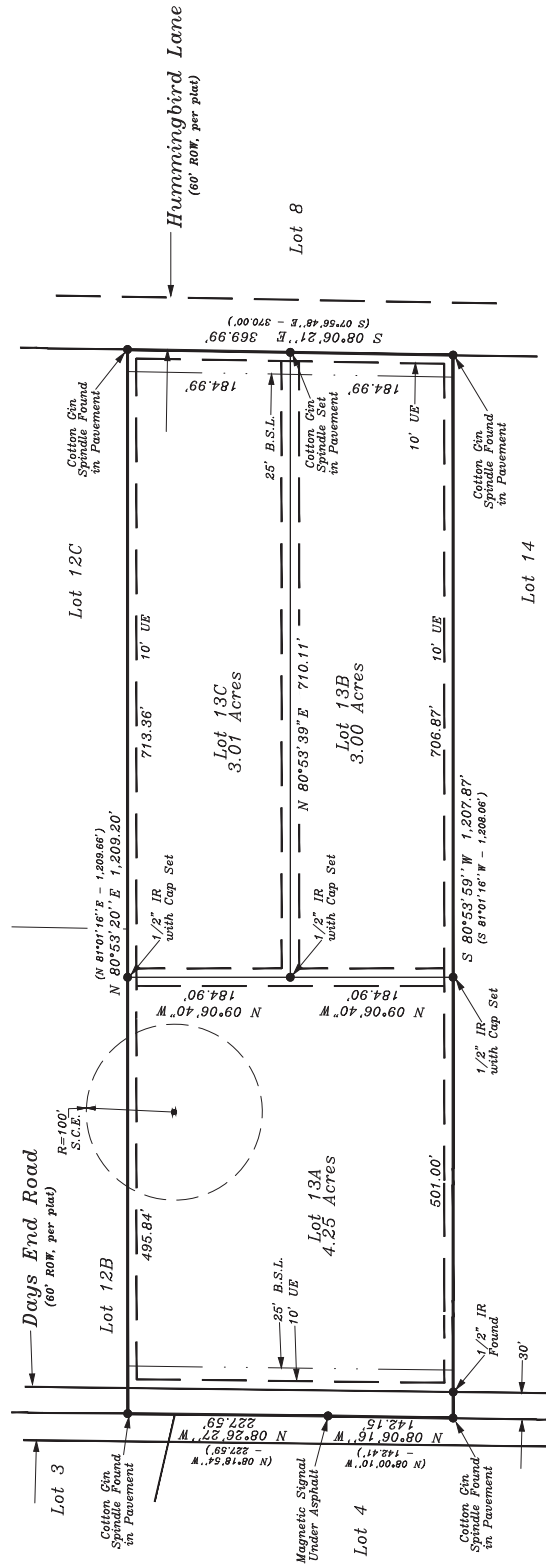


153 RIVERWALK DRIVE  
SAN ANTONIO, TEXAS 78246  
SAN PH: 512-440-0222

THEIR REGISTRATION #19193729  
THEIR REGISTRATION #19193729

SHEET 2 of 2

**REPLAT OF LOT 13, BLOCK 1,  
BURNETT RANCH SECTION 4  
ESTABLISHING LOTS 13A, 13B & 13C, BLOCK 1  
BURNETT RANCH SECTION 4  
HAYS COUNTY, TEXAS**



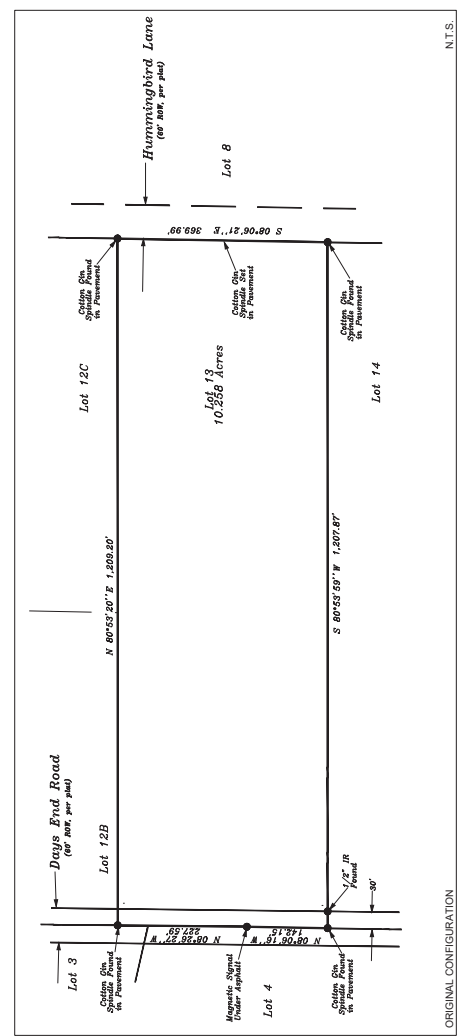
Scale  
1" = 100'

Legend	
OPRHC Official Public Records of Hays County	PVC Stub-up
HCPG Hays County Plat Records	Sanitary Control Easement
HCPG Hays County Deed Records	BSL Building Setback Line
( ) Data from recorded subdivision plat	UE Utility Easement
V. / F. 305 - HCPG	ROW Right of Way
Overhead Powerline	Powerpole

MAY 25, 2023  
ENGINEER:  
**TRI-TECH**  
ENGINEERING & SURVEYING  
155 RIVERWALK DRIVE  
SAN ANTONIO, TEXAS 78246  
TELEPHONE: 214-521-8666  
FAX: 214-521-8666  
TDP# REGISTRATION #18193729  
www.tritech.com

SURVEYOR:  
**HAYES SURVEYING, LLC**  
202 SUNFLOWER DRIVE  
KYLE, TEXAS 78640  
512-738-0511

**SHEET 2 of 2**

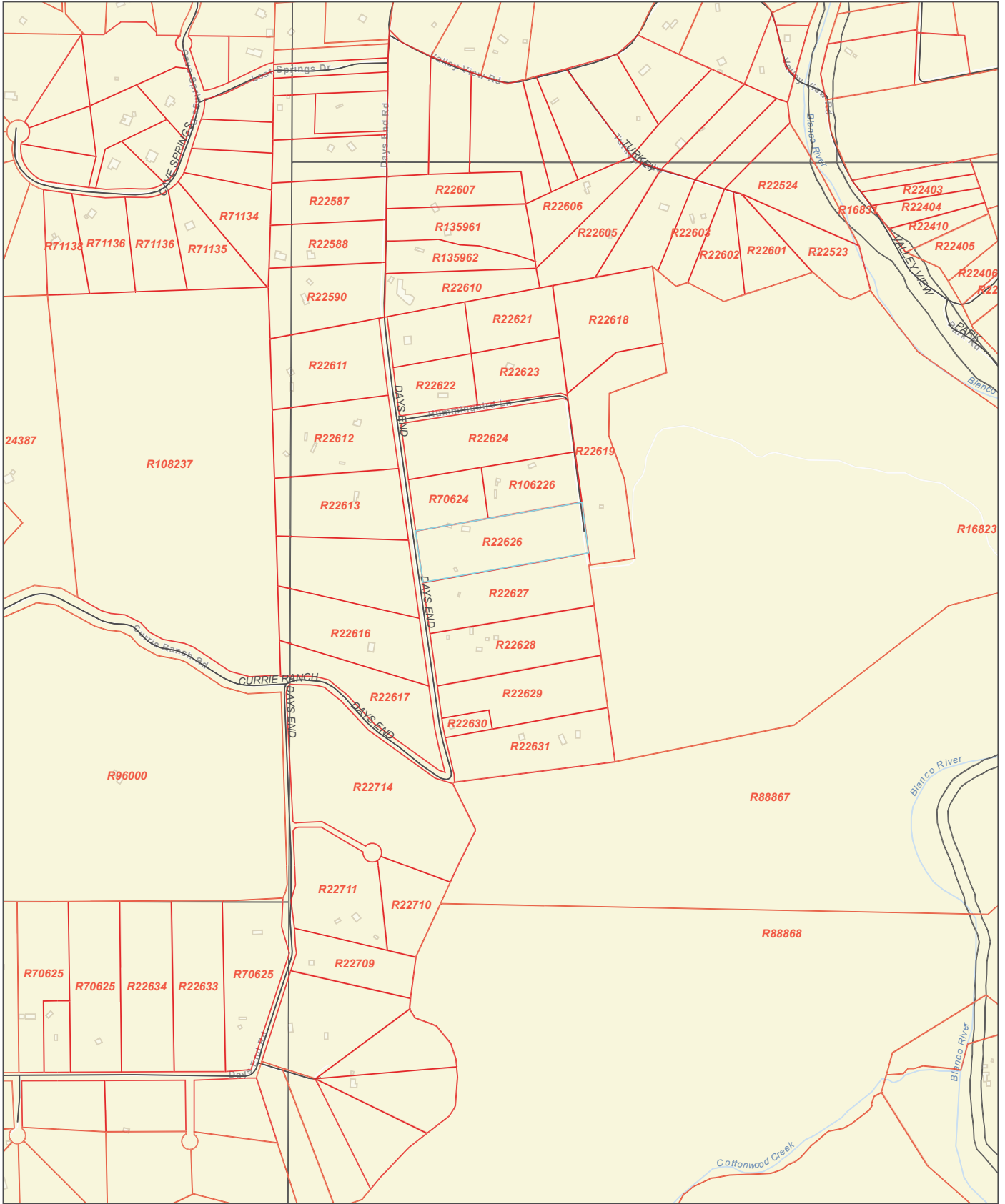


**PLAN 57xx**  
SM-23-1116000

ORIGINAL CONFIGURATION

NTS

# Hays CAD Web Map



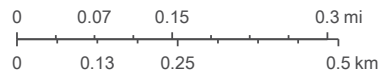
7/20/2023, 1:16:32 PM

## Abstracts

 Parcels

— Street Centerlines

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 Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only



# Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## Application Disapproved

Owner Information:

Andrew & Katharine Bertelsen

107 Ridgewood Circle, Wimberley TX 78676

andybertelsen@yahoo.com

Date: 8/2/2023

Project ID: PLN-2248-PC

Application Type: Replat/Revision

Application Status: Application Disapproved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. In accordance with Texas Local Government Code, Chapter 232, the Application has been Disapproved. Below are the remaining deficiencies listed with the Application. A written response to each comment below is required. In addition to the written response, any updated documents, files, or information must be uploaded to the [MyGovernmentOnline](#) Customer Portal.

### Digital Data Review

1. The digital data is denied due to the following:

Per Section 4.1 of the Hays County Digital Data Submission Standards, please add northing/easting coordinate annotation to at least two widely separated corners of the overall replatted lot.

You can find our most up-to-date Hays County Digital Data Submission Standards here:

<https://hays-county-haysgis.hub.arcgis.com/pages/development-services>

### Planning Review

1. **Per Hays County Development Regulations Chapter 705 § 5.03 (G) Roadway and Right-of-Way Information:** A designation of the classification of each roadway to be constructed or existing roadways abutting any Lot as determined in accordance with Chapter 721 below. Please include the roadway classification for Days End Road as "*Rural Local Street*" and Hummingbird Lane as "*Rural Country Lane*".
2. **Per Hays County Development Regulations Chapter 705 § 8.03 (F) Roadway and Right-of-Way Information:** The following statement shall appear prominently on the Final Plat "*No driveway constructed on any Lot within this subdivision shall be permitted access onto a public or private roadway unless: (1) a Permit for use of the County Roadway Right-of-way has been issued under Chapter 751, and (2) the driveway satisfies the minimum spacing requirements for driveways set forth in Chapter 721.*"  
Plat notes #11 and #18 may be revised into one and appear as the statement above.
3. **Per Hays County Development Regulations Chapter 705 § 4.02 Fees:** Fees for Applications for Subdivisions shall be based on the number of lots and shall be as established by the Commissioners Court.  
The review Planning fees invoice has been released to the customer portal on 8/02/2023.
4. **Per Hays County Development Regulations Chapter 701 § 9.09 and 705 § 12.05:** Conduct and provide proof of Posted Notice.



## **Hays County Development Services**

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing [planning@co.hays.tx.us](mailto:planning@co.hays.tx.us).

Thank you,

Efren Chavez

Planning Division

Hays County Development Services



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** August 8<sup>th</sup>, 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-2248-PC; Hold a Public Hearing, followed by discussion and possible action regarding the Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A) Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat is a recorded subdivision plat consisting of 3 lots across 10.285 acres located along Days End Rd. and Hummingbird Ln. in Wimberley and Precinct 3.
- B) Water utility will be accomplished by private wells.
- C) Wastewater utility will be accomplished by individual on-site sewage facilities.

### **STAFF COMMENTS:**

Staff has initiated review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The items remaining are to hold the public hearing, followed by discussion and possible action on the final determination of the Replat.

The application has no variance requested.

Staff recommends Disapproval for Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat based on the deficiencies as outlined in the backup.

### **ATTACHMENTS/EXHIBITS:**

Plat

Location Map

Application Disapproval Letter





## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Smith

---

### Agenda Item

PLN-2093-PRE; Discussion and possible action to consider granting a variance from Chapter 721 § 5.03 and Table 721.02 of the Hays County Development Regulations regarding the Hawk Ridge, Phase 2, Preliminary Plan. **SMITH/PACHECO**

### Summary

Hawk Ridge, Phase 2, Preliminary Plan is a proposed subdivision located off of Evergreen Way in Precinct 4.

The subject property falls in the Austin postal area within Hays County.

The project will consist of 27 single family residence lots across 38.50 acres.

Water utility will be accomplished through West Travis County PUA.

Wastewater treatment will be accomplished by individual on-site sewage facilities.

The Owner and Applicant are seeking a variance to Hays County Development Regulations, Chapter 721 § 5.03 and Table 721.02 regarding roadway standards and cul-de-sac radius requirements.

Cover Letter, Preliminary Plan, Variance Request and Justification are provided in the back-up.

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### Attachments

Cover Letter

Plan

Variance Request

Location Map

Fire Marshal Comment Letter



## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** August 8th, 2023

**Requested By:** Marcus Pacheco, Director

**Prepared By:** Colby Machacek, Planner

**Department Director:** Marcus Pacheco, Director

**Sponsoring Court Member:** Commissioner Walt Smith, Precinct 4

### **AGENDA ITEM LANGUAGE:**

PLN-2093-PRE; Discussion and possible action to consider granting a variance from the Hays County Development Regulations, Chapter 721 § 5.03 and Table 721.02 concerning cul-de-sac radii requirements within the Hays Ridge, Phase 2, Preliminary Plan.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A) Hawk Ridge, Phase 2, Preliminary Plan is a proposed subdivision located off of Evergreen Way in Precinct 4.
- B) The subject property falls in the Austin postal area within Hays County.
- C) The project will consist of 27 single family residence lots across 38.50 acres.
- D) Water utility will be accomplished through West Travis County PUA.
- E) Wastewater treatment will be accomplished by individual on-site sewage facilities.

### **STAFF COMMENTS:**

Hays County Development Services staff are in review of the resubmission for the Preliminary Plan following a Commissioners Court determination provided on December 20<sup>th</sup>, 2022.

The Owner and Applicant are seeking a variance to Hays County Development Regulations, Chapter 721 § 5.03 and Table 721.02 regarding roadway standards and cul-de-sac radius requirements.

Variance request application and justification is provided in the back-up.

### **ATTACHMENTS/EXHIBITS:**

Plan Submission

Location Map

Variance Request

Hays County Fire Marshal's Comment Letter

SCALE: 1" = 100'

AMENDED PLAT OF LOTS 6 & 8  
RESUB OF LOT 1, WILDWOOD  
Volume 6 Page 17



# Hawk Ridge

## Phase 2

LOT 4B

RESUB. OF LOT 4 WILDWOOD  
Volume 5 Page 214

LOT 2  
WILDWOOD  
Volume 5 Page 71

LOT 8a

LOT 6a

capped iron rod found  
marked "Survcon Inc."  
(not used) bears  
S81°46'W 0.75'

N88°46'21"E 534.17'

N88°39'10"E 535.04'

N88°36'10"E 507.98'

400.36'  
(400.45')

393.30'

330.56'

177.42'

at position of PK nail found  
in top of corner post  
in March of 2004

N89°30'17"E 230.15'

S87°04'33"E 184.30'

275.00'  
S49°05'40"W

113.00'

340.77'

394.62'

125.35'

156.47'

334.23'

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1.046 Acres

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1.003 Acres

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1.002 Acres

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1.004 Acres

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LAMAR MOORE SURVEY  
ABSTRACT No. 323

HM Parten Ranch Development, Inc. (531.542 Acres) remainder tract Special Warranty Deed Instrument No. 16004247  
formerly Ben. L. Parten, Jr. and wife, Martha J. Parten and Mary Wiley Parten (186.34 Acres) Volume 331 Page 396

- Legend
- ⊙ 1/2" Iron Rod Found
  - ⊙ 1/2" Iron Rod Found with plastic cap
  - ⊙ 1/2" Iron Rod Found with plastic cap imprinted with "Carson and Bush"
  - ⊙ 1/2" Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
  - ⊙ 1/2" Iron Pipe Found
  - ▲ 60D Nail Found
  - Calculated Point

HAWK RIDGE PHASE 1  
Instrument No. 21072200

Resubdivision of  
Lots 11, 17 and 18, Block B  
HAWK RIDGE PHASE 1  
Instrument No.

# Flauk Ridge

## Phase 2

### CURVE DATA

① A= 27'48.31" R= 330.00" T= 81.69° C= 158.60" A= 160.17° CB=S75°46.21°E	② A= 2'27.19° R= 330.00" T= 7.07° C= 14.14° A= 14.14° CB=S67°07.45°E	③ A= 25'21.12° R= 330.00" T= 74.23° C= 144.84° A= 146.02° CB=S77°02.01°E	④ A= 23'30.08° R= 281.00" T= 58.54° C= 114.62° A= 119.43° CB=S73°40.09°E	⑤ A= 87'21.54° R= 25.00° T= 23.89° C= 34.53° A= 38.12° CB=N41°45.16°W	⑥ A= 93'25.47° R= 25.00° T= 26.54° C= 36.40° A= 40.77° CB=S47°50.53°W	⑦ A= 24'10.16° R= 450.00° T= 96.35° C= 188.43° A= 189.84° CB=N10°09.27°W
⑧ A= 33'40.06° R= 450.00° T= 53.93° C= 107.10° A= 107.35° CB=N4°54.22°W	⑨ A= 0°30.10° R= 450.00° T= 41.36° C= 82.37° A= 82.49° CB=N16°59.30°W	⑩ A= 26'12.08° R= 250.00° T= 76.52° C= 150.18° A= 151.13° CB=S9°58.05°E	⑪ A= 25'58.51° R= 250.00° T= 10.52° C= 19.39° A= 19.92° CB=N0°34.51°E	⑫ A= 54'35.37° R= 540.00° T= 12.90° C= 22.93° A= 23.82° CB=S48°21.57°E	⑬ A= 27°04.02° R= 540.00° T= 12.90° C= 22.93° A= 23.82° CB=S63°52.15°W	⑭ A= 6°53.54° R= 600.00° T= 3.62° C= 7.22° A= 7.22° CB=N19°57.19°E
⑬ A= 63°07.45° R= 600.00° T= 38.17° C= 62.81° A= 66.11° CB=N15°03.30°W	⑭ A= 49°20.34° R= 600.00° T= 41.53° C= 50.09° A= 51.67° CB=N71°17.39°W	⑰ A= 38°50.19° R= 600.00° T= 31.90° C= 40.67° A= 40.67° CB=S64°36.54°W	⑱ A= 44°41.22° R= 600.00° T= 24.62° C= 46.80° A= 46.80° CB=S22°51.04°W	⑲ A= 76°10.09° R= 600.00° T= 33.42° C= 66.72° A= 66.72° CB=S37°34.41°E	⑳ A= 23°01.07° R= 540.00° T= 12.90° C= 21.45° A= 21.95° CB=N83°03.13°E	㉑ A= 47°52.15° R= 600.00° T= 181.76° C= 344.53° A= 501.30° CB=S70°37.39°W
㉒ A= 7°16.51° R= 600.00° T= 38.17° C= 76.18° A= 76.18° CB=N89°04.39°W	㉓ A= 7°55.09° R= 600.00° T= 41.53° C= 82.88° A= 82.88° CB=S83°19.21°W	㉔ A= 32°40.14° R= 600.00° T= 179.85° C= 337.51° A= 337.51° CB=S83°01.39°W	㉕ A= 57°17.97° R= 540.00° T= 299.02° C= 517.81° A= 517.81° CB=N30°36.38°E	㉖ A= 7°05.01° R= 540.00° T= 33.42° C= 66.72° A= 66.72° CB=N5°30.10°E	㉗ A= 13°00.33° R= 540.00° T= 61.57° C= 122.35° A= 122.35° CB=N19°52.57°E	㉘ A= 37°12.23° R= 540.00° T= 181.76° C= 344.53° A= 501.30° CB=S70°37.39°W
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Not To Scale

Temporary  
Fire  
Turnaround  
Easement

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THE STATE OF TEXAS  
KNOW ALL MEN BY THESE PRESENTS,  
THAT, CATHERINE STEVEN VENTURES, LLC, OWNER OF THAT CERTAIN 38.50 ACRES TRACT OF LAND OUT OF THE LAMAR MOORE SURVEY ABSTRACT NO. 323 IN HAYS COUNTY, TEXAS, AS CONVEYED TO IT BY GENERAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 20059201 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID TRACT OF LAND IN ACCORDANCE WITH THE ATTACHED MAP OR PLAT TO BE KNOWN AS

## Hawk Ridge Phase 2

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_.

KIRBY WALLS Authorized Agent for  
CATHERINE STEVEN VENTURES, LLC  
1904 FORTVIEW ROAD  
AUSTIN, TEXAS 78737

THE STATE OF TEXAS  
THE COUNTY OF HAYS  
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY, HAYS, TEXAS, DO HEREBY CERTIFY THAT CATHERINE STEVEN VENTURES, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

\_\_\_\_\_  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF TRAVIS  
KNOW ALL MEN BY THESE PRESENTS:  
THAT I, THE UNDERSIGNED, A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLES WITH THE ENGINEERING RELATED REQUIREMENTS OF THE HAYS COUNTY SUBDIVISION REGULATIONS.

ANDREW DOOSON, PE  
DOOSON CIVIL GROUP  
TX FIRM 20870

DATE

HOLT CARSON  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5166  
HOLT CARSON, INC.  
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704  
FIRM 10050700



DATE

6-01-2023

PLAT NOTES:

1. THIS FINAL PLAT IS NOT LOCATED WITHIN THE JURISDICTION OF ANY MUNICIPALITY.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
5. A PORTION OF THIS PROPERTY IS LOCATED WITHIN ZONE A 100-YEAR FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP PANEL NO. 48209C DATED 7/1/05, EFFECTIVE DATE OF SEPTEMBER 2, 2005, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM WEST TRAVIS COUNTY PUA.
7. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY AN ADVANCED ON-SITE SEWAGE FACILITY.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
9. DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 791.
10. THIS SUBDIVISION IS LOCATED WITHIN HAYS-TRINITY GROUNDWATER CONSERVATION DISTRICT 2.
11. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE HAYS COUNTY STANDARD.
12. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED T-POST OR FHWA DESIGN.
13. POST CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY. THE OWNER/OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
14. POST DEVELOPMENT CONDITION FOR 2, 3, 10, 15 AND 100 YEAR STORM EVENTS, PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
15. ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.
16. THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND 6.

# Hawk Ridge Phase 2

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 BEGON UNTIL ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO DIRECTOR  
HAYS COUNTY DEVELOPMENT  
SERVICES DEPARTMENT

ERIC VAN GAASBEK R.S., C.E.M.  
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

THE STATE OF TEXAS  
THE COUNTY OF HAYS  
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_, AT \_\_\_\_ O'CLOCK \_\_\_\_ M IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO. \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_.

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS.

STATE OF TEXAS  
COUNTY OF HAYS  
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT IN INSTRUMENT NO. \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 20\_\_.

RUBEN BECERRA  
COUNTY JUDGE  
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS  
COUNTY CLERK  
HAYS COUNTY, TEXAS.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CHANNELS OF RIVERS, CREEKS, AND DRAINAGE CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE OPEN TO PUBLIC ACCESS. PUBLICLY DEDICATED ROADWAY UNLESS LAID DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN TABLE 721.02 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AS A CONDITION OF THE PLAT. THE STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

PRIVATELY MAINTAINED PAVED STREETS:

CATHERINE STEVEN VENTURES, LLC, BY FILING THIS PLAT OF RECORD AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY ACKNOWLEDGE AND AGREE THAT HAYS COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS SHOWN ON THIS SUBDIVISION UNTIL, AND UNLESS CATHERINE STEVEN VENTURES, LLC AND/OR THE HAWK RIDGE HOMEOWNERS ASSOCIATION HAS IMPROVED THE ROADWAYS TO THE THEN CURRENT STANDARDS REQUIRED BY HAYS COUNTY AND THE ROADS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL WRITTEN ACTION OF THE COMMISSIONERS COURT AND THE ROADWAY, WITH ALL REQUIRED RIGHT-OF-WAY, HAS BEEN DEDICATED BY THE OWNERS THEREOF, AND ALL ACCREDITED BY THE COUNTY, AS A PUBLIC STREET. CATHERINE STEVEN VENTURES, LLC AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION SHALL LOOK SOLELY TO THE HAWK RIDGE HOMEOWNERS ASSOCIATION FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADS AND STREETS SHOWN ON THIS SUBDIVISION.



## **REQUEST FOR VARIANCE APPLICATION PACKET**

**NOTICE TO APPLICANTS: IT IS YOUR RESPONSIBILITY TO THOROUGHLY READ AND UNDERSTAND THIS APPLICATION PACKET AND TO PROVIDE ALL INFORMATION REQUIRED HEREIN BEFORE THIS APPLICATION WILL BE ACCEPTED. INCOMPLETE APPLICATIONS WILL BE RETURNED.**

### **WHAT IS A VARIANCE?**

A variance is an adjustment in the application of the Hays County Development Regulations to a specific project based on special conditions or circumstances peculiar (unique) to the project where a literal enforcement of the Regulations will result in unnecessary hardship. A variance is in the nature of a waiver of the strict letter of the Regulations but in substantial compliance with them and without sacrificing their spirit and purpose where the variance is necessary to allow the property owner to enjoy the same or similar rights enjoyed by other similarly submitted applications for Development Authorizations.

### **WHO MAY SEEK A VARIANCE?**

Variances may be requested by the Owner of the Subject Property (the holder(s) of a legal or equitable interest in real property as shown by the deed records of Hays County) or the Applicant (the person seeking approval of an Application on behalf of an Owner). If an application is submitted by an Applicant other than the Owner, the Owner must certify that the Applicant has his permission to submit the application on his behalf.

### **ON WHAT GROUNDS MAY I SEEK A VARIANCE?**

Variances may be granted from any provision of the Hays County Development Regulations when the public interest or the requirements of justice demands relaxation of the strict requirements thereof or to avoid a regulatory taking. However, the Commissioners Court cannot grant any variance which conflicts with State or Federal law.

### **UNDER WHAT CIRCUMSTANCE MIGHT A REQUEST FOR VARIANCE NOT BE GRANTED?**

Pecuniary hardship standing alone shall not be deemed to constitute undue hardship.

### **HOW DO I APPLY FOR A VARIANCE?**

1. **COMPLETE THE APPLICATION FOR A VARIANCE:** After reviewing the entire Application packet carefully, prepare all the information requested on the Application. A complete Application must include all the information listed therein.
2. **SUBMIT APPLICATION:** Submit all the required application materials, along with a Subdivision Plat Submittal Form or Application for Development Authorization, to the Hays County Development Services Division at 2171 Yarrington Road, San Marcos, Texas. The Development Services staff cannot accept an incomplete application.

### **HOW LONG DOES IT TAKE TO COMPLETE THE VARIANCE PROCESS?**

Variances are approved along the same timeline as the Applicant's Subdivision Plan Submittal or Application for Development Permit. Refer to those application packets for more information. If the Development Services Division determines that a proposed administrative variance does not or may not meet the criteria identified in Sec. 701.08.06 of the Regulations, approval of such proposed administrative variance will be deferred to the Commissioners Court.

### **HOW MUCH DOES A VARIANCE REQUEST COST?**

A fee of \$100.00 must be paid at the time of the application is submitted and is non-refundable even if the application is denied.





# **REQUEST FOR VARIANCE** **Hays County, Texas**

To be included with Plat Submittal  
or Application for Development Authorization

*For Office Use Only*

Tracking Number: \_\_\_\_\_  
Date App. Received: \_\_\_\_\_  
Precinct # in which located: \_\_\_\_\_

**INSTRUCTIONS:** Complete all questions in this application. If an item does not apply, indicate by placing "NA" in the blank. Do not leave any blank empty.

## **OWNER INFORMATION:**

Property Owner's Full Legal Name: Catharine Steven Ventures, LLC (POC: Kirby Walls)  
Property Owner's Mailing Address: 801 Polo Club Drive, Austin, Texas 78737  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Cell Phone: (512) 466-5774 e-Mail Address: kirby@kirbywalls.com

**IF APPLICABLE:** Owner hereby gives Jon Thompson, J Thompson Professional Consulting, LLC permission to seek the variance stated herein, and any appeals thereof, if necessary, and to represent him/her at the meeting of the Hays County Commissioners Court.

I hereby certify that the above statements are true and correct to the best of my knowledge.

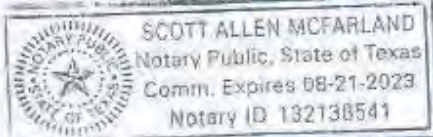
[Signature]  
Owner's Signature

**STATE OF TEXAS**

**COUNTY OF** ITAVLS

Subscribed and sworn to before me this 23 day of January, 2023

(seal)



[Signature]  
Notary Public  
My Commission expires: 8-21-23

## **APPLICANT INFORMATION (if different from Owner):**

Applicant's Full Legal Name: Jon Thompson, J Thompson Professional Consulting, LLC  
Applicant's Mailing Address: PO Box 172, Dripping Springs, Texas 78620  
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Cell Phone: (512) 568-2184 e-Mail Address: jthompsonconsultingds@gmail.com

## **PROPERTY INFORMATION:**

Proposed Name of Subdivision (if applicable): Hawk Ridge, Phase 2  
911 street address for the Subject Property, if established: (Not addressed) Evergreen Way, Dripping Springs, Texas 78620

Legal description:

Lot \_\_\_\_\_, Block \_\_\_\_\_, Subdivision \_\_\_\_\_, Sec \_\_\_\_\_, Phase \_\_\_\_\_

If not located in a subdivision: Survey Lamar Moore Survey, Abs 0323, 38.5 acres,

Abstract 0323, Recorded (Vol/Page) 20059211 (Instrument Number)

Hays Central Appraisal District Property ID Number: R16618

*This number can be obtained by searching the on-line property records for the Subject Property at [www.hayscad.com](http://www.hayscad.com) or by calling the HCAD at (512) 268-2522.*

Hays County Precinct in which the subject property is located: 4

*This information can be obtained by calling (512) 393-2160.*

**ACTION REQUESTED:**

☐ Administrative Variance as follows (check all that apply):

- ☐ Variance in the design and construction associated with a Flood Hazard Area Permit (FHAP) issued under Chapters 711 and 735 of the Regulations that does not result in a change of classification for the FHAP.
- ☐ Variance in the design, construction, and operation for an OSSF permitted under Chapters 711 and 741 of the Regulations that is specifically authorized under TCEQ regulations and involves minimum lot size requirements under County regulations for existing residential OSSFs that are required to be re-certified.
- ☐ Variance in the design, construction, and operation of a Manufactured Home Rental Community permitted under Chapters 711 and 745 of the Regulations that involve roadway alignments and widths.
- ☐ Variance in the alignment, design, and materials of construction for Minor County Facility Use permits issued under Chapters 711 and 751 of the Regulations that otherwise comply with those Chapters.
- ☐ Variance for Conservation Developments issued under Chapter 765 of the Regulations as allowed in Sec. 701.8.05 (1) through (8).

☐ Variance from the Regulations as they apply to the subdivision of property in Hays County.

☒ Other (specify): Variance from road standards

**All Applicants complete the following:**

Seeking a variance from the Hays County Development Regulations as follows (attach additional sheets if necessary):

Section of Regulations being Appealed	Requirements of Regulations	Variance Sought from Requirements
Chapter 721.05.03 "Minimum Rights of Way and Building Setbacks"	The Transportation requirements for Hays County requires the ROW radius to be 70'.	To continue the same ROW in Phase 2 as is in Phase 1 for uniformity purposes. The paving section for Phase 2 will be the same radius as is required and is the same in Phase 1.




**HARDSHIP FINDINGS (attach additional sheets if necessary):**

1. Describe the actual situation of the Subject Property and any special or unique condition(s) found thereon which may cause unusual and practical difficulty or unnecessary hardship if Applicant is made to comply with strict enforcement of the Development Regulations:

The first phase of the Hawk Ridge Subdivision was approved with sixty-foot radii. Several other projects in or near proximity were similarly approved with radii of sixty (60) foot for the ROWs but are compliant with the paving radius requirement.

2. Describe how strict enforcement of the provisions of the Development Regulations that are sought to be varied will (a) deny the Applicant the privileges or safety commonly enjoyed by neighboring or similarly situated property in Hays County with similarly timed development and (b) deprive the Applicant the reasonable use of his land, and that failure to approve the variance would result in undue hardship to the Applicant and/or a regulatory taking:

As stated above, the first phase was approved for sixty-foot radius as are several other developments near Hawk Ridge (Parten Ranch for example). It would be unfairly burdening Hawk Ridge, Phase 2, with a standard not applied equally among other subdivisions.

3. Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, will not be injurious to other property, or will not prevent the orderly development of the land in the area in accordance with the Development Regulations:

The reduction of the ROW radius from seventy (70) feet to sixty (60) feet is not detrimental to the public health, safety, and welfare since the actual pavement radius of fifty (50) feet is still being met which is greater than the required pavement radius by five feet. (The published standard Table 721.02 "Design Requirements Based On Roadway Classification" lists Cul-de-sac / Paving radius as 70'/45'; we're proposing 60'/50'.)

4. The hardship sought to be avoided is NOT the result of (a) the Applicant's own actions (self-imposed or self-created) and/or (b) economic or financial hardship because:

The design for Phase 2 was prepared based on the approved standards for Phase 1 and what was seen as approved for other single family residential developments in near proximity to Hawk Ridge, Phase 2.

5. Describe how the variance will improve the functionality of the development on the Subject Property:

The functionality will remain the same since the health, safety, and welfare standards are not being violated.

6. Describe how the variance will improve the viability or sustainability of the conservation space for the purposes for which it is set aside, if applicable:

Not applicable.

7. Describe how the variance will resolve a conflict between the provisions of the Development Regulations and any other applicable governmental requirements (specify the source of the other requirements):

Not applicable as there are no other regulations with which there is a conflict in need of resolving, unless it is the International Fire Code as adopted by Hays County. However, I believe there is not a conflict between the County Development Regulations and the adopted Fire Code.

\*\*\*\*\*

### PRE-SUBMITTAL CHECKLIST

CHECK EACH ITEM TO INDICATE THAT IS HAS BEEN COMPLETED. IF AN ITEM DOES NOT APPLY, INDICATE BY PLACING "NA" IN THE CHECK BOX.

- ☒ Completed Subdivision Plat Submittal Form or Application for Development Authorization.
- ☒ Review fee. Make checks payable to the "Hays County Treasurer" and write your Driver's License Number on the check.
- ☒ Other – List any other supplemental information submitted with this Application:

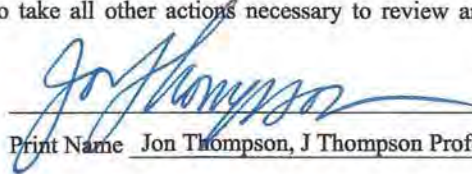
Copy of proposed Phase 2 preliminary plat.

\*\*\*\*\*



**OWNER'S/APPLICANT'S CERTIFICATION:**

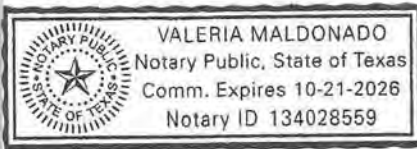
I hereby certify that I have carefully read the complete application and know the same is true and correct. I hereby agree to comply with all provisions of local, State, and Federal Laws whether they are herein specified or not. As the Owner of the above property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspections and to take all other actions necessary to review and act upon this Application.

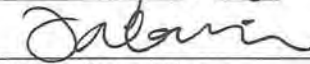
  
Print Name Jon Thompson, J Thompson Professional Consulting

STATE OF TEXAS     §  
COUNTY OF HAYS   §

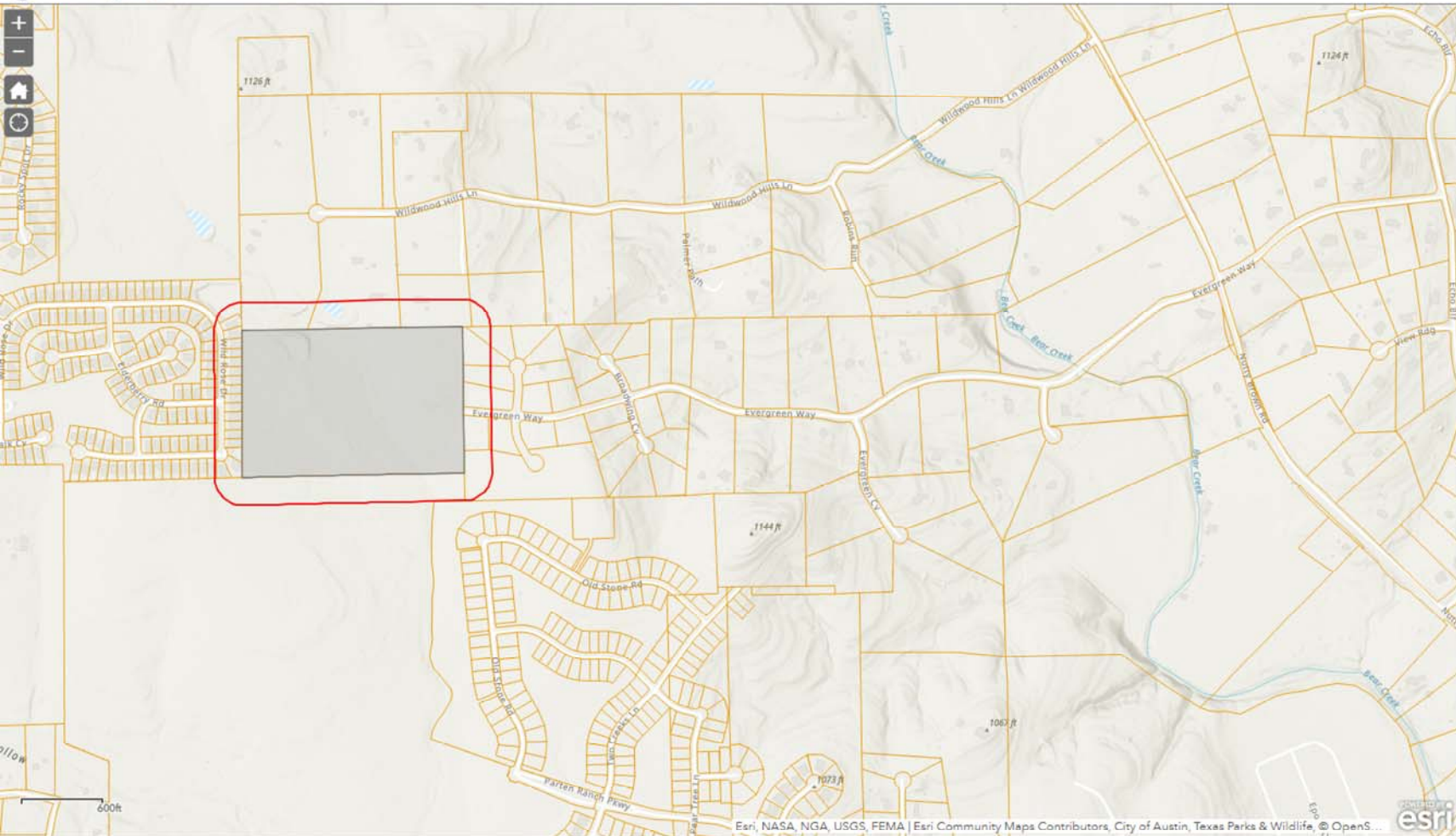
Subscribed and sworn to before me this 24 day of January, 2023.

(seal)



  
Notary Public, State of Texas

My Commission expires: 10-21-2026



Screening

AOI

Place name Draw

Search for a location

R16618

Buffer distance (optional)

Show results within

200 Feet

Report Start Over



## **HAYS COUNTY FIRE MARSHAL'S OFFICE**

810 S. STAGECOACH TRAIL, Suite 1200  
SAN MARCOS, TEXAS 78666  
512.393.7300  
www.HCFMO.com



### **COMMENTS LETTER**

***Permit # 2022-1443***

**August 3, 2023**

To whom it may concern.

The site preparation plan resubmittal for the Hawk Ridge Section 2 subdivision have been received by the Hays County Fire Marshal's Office (HCFMO) for review.

While the plans are still in the review process, HCFMO has found no deficiencies that would have our office deny or comment on the ROW Variance request that has been submitted to the Hays County Commissioners Court.

If you have any questions or concerns, don't hesitate to contact our office.

**Klaus Becker**

Deputy Fire Marshal

**Hays County Fire Marshal's Office**

Department of Emergency Services

2171 Yarrington Rd., Suite 300

Kyle, TX 78640

512.393.7300 (Main) / 512.393.7396 (Direct)

<https://hayscountytexas.com/law-enforcement/fire-marshal/>

These plans have been reviewed for compliance with the 2018 International Fire Code with amendments as approved by Hays County Fire Marshal's Office. Compliance with these codes and amendments is the responsibility of the permit applicant, applicants' agents, and employees. Any changes in the field that differ from the plans submitted shall be resubmitted for approval and shall be in accordance with the previously listed codes.

Permit applicants and the applicants' agents and employees shall conduct the proposed activity in compliance with this code and other laws or regulations applicable thereto, whether specified or not, and in complete accordance with approved plans and specifications. Permits which purport to sanction a violation of this code or any applicable law or regulations shall be void and approvals of plans and specifications in the issuance of such permits shall likewise be void. This is in accordance with Section 105 of the 2018 International Fire Code with amendments as approved by Hays County Fire Marshal's Office.





## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Randy Focken, Pre-trial Services Director

Sponsor:

Commissioner Shell

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### Agenda Item:

Discussion and possible action to authorize the execution of a contract between Hays County and Corrections Software Solutions regarding Pre-Trial Case Management Software (RFP 2023-P08) and amend the budget accordingly. SHELL/FOCKEN

### Summary:

On July 25, 2023, the Court awarded RFP 2023-P08 Pre-Trials Services Case Management Software to Corrections Software Solutions to provide case management software services to the Hays County Pre-Trial Services Department.

### Fiscal Impact:

Amount Requested: \$2,000 Implementation Costs

\$124 per License

Hrly Integration fees as stated

Line Item Number: 001-680-00.5429 (annual license fee)

001-680-00.5718\_400 (one-time costs)

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Contract license fees are included in the FY24 Recommended Budget, amend for one-time implementation costs.

\$2,000 - Increase Software\_Operating 001-680-00.5718\_400

(\$2,000) - Decrease Equipment Maintenance & Repair 001-680-00.5411

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Proposal 2023-P08 Pre-Trials Services Case Management Software

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

---

### Attachments

(PE) PSA - RFP 2023-P08

(PE) License Agreement - RFP 2023-P08

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into and executed on the date set forth below, by and between Hays County, Texas, a political subdivision of the State of Texas, having its principal place of business at 111 East San Antonio Street, Suite 300, San Marcos, Texas 78666 (the "Client"), and Corrections Software Solutions, LP, having its principal place of business at 316 N. Lamar, Austin, Texas 78703, ("CSS"):

**WHEREAS**, the Client has determined that a public necessity existed to preserve the property of the client inasmuch as the sheer volume of the ministerial acts required data processing services to prevent prejudicial material and significant loss to the Client in accordance with the proposal specifications and Statement of Work ("SOW") detailed in RFP 2023-P08 which is attached hereto and incorporated herein as *Exhibit "A"*, and CSS's submitted proposal which is attached hereto and incorporated herein as *Exhibit "B"*; and

**WHEREAS**, the Client has determined that such data processing services would be best provided by independent contractors skilled in the same, and that the Client would materially benefit from the economies and cost efficiencies of providing such services to the Client by data processing consultants such as CSS; and

**WHEREAS**, CSS is willing to enter into this Agreement upon the terms and conditions hereinafter set forth.

**NOW THEREFORE**, for and in consideration of the premises stated above and of the mutual covenants, agreements and promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. EMPLOYMENT.** The Client agrees to retain CSS as an independent contractor, and CSS agrees to serve the Client upon the terms and conditions hereafter stated.

**2. TERM.** This Agreement shall commence August 8, 2023, for an initial period of two (2) years ("Initial Term") commencing upon award and execution of contract by Commissioners Court, with four (4) additional two (2) year renewals, unless otherwise notified in writing by either party at least ninety (90) days prior to the Agreement's then-current term (either initial term or renewal period).

**3. AGREEMENT TERMINATION OR EXPIRATION.** Not less than three (3) months prior to the expiration of the Initial Term, the Client shall notify CSS whether or not it desires after the Initial Term to use the CSS Programs. In addition, CSS will provide to the Client, if the Client so elects, (i) training for Systems maintenance and operations of the Client personnel during the three (3) month period prior to the expiration of the Initial Term, and at the Client's option, for thirty (30) day increments after the expiration of the Initial Term, up to three (3) months; (ii) such other services in connection with conversion of the CSS Programs from operation by CSS to operation by the Client as the Client shall reasonably request; and (iii) such computer and data processing hardware subject to availability as the Client shall require for the operation of the CSS Programs.



CSS shall receive compensation for furnishing the services and hardware referred to in clauses (i) and (ii) above based upon its then prevailing rates for personnel, machine time, and other supplies and shall be paid for any hardware furnished to the Client pursuant to clause (iii) above based upon the fair market value of any such hardware. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, CSS will reasonably assist in the transfer of the Client's data files, retained by CSS pursuant to this Agreement, to any other data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of CSS. Further, costs involved with any such transfer of data shall be borne by the Client.

**4. FUNDING OUT PROVISION.** The continuation of this agreement until August 7, 2025, shall be subject to the approval of the annual cost of this agreement by the Hays County Commissioners Court as an approved item of the Client's annual budget. Should this agreement fail to be approved as an item in the annual budget, the Client will notify CSS in writing and the operation of this agreement shall fully terminate automatically on October 1<sup>st</sup> of said fiscal year. Provided however, that the Client shall not during the stated term of this Agreement enter into any agreement or arrangement under the terms of which funds subject to the Client's control would be expended to provide the Client services provided under this agreement without paying to CSS all funds due under the terms of this agreement for its full stated term.

**5. DUTIES.** During the period or periods of CSS's retainer hereunder, CSS shall provide data processing services to the Client. CSS agrees to provide any necessary training to the Client's personnel, when, in the sole discretion of CSS, it will facilitate and expedite the intent of this Agreement and facilitate the provision of services contemplated hereunder. All support, installation and training associated with this installation are covered under the monthly fee stated in this Agreement.

The Client acknowledges that during the term of this Agreement certain computer programs will be utilized or otherwise made available and that these programs and their use by the Client shall be governed by **Attachment 1, NonExclusive License Agreement**, which is fully incorporated into this Agreement.

**6. SPECIAL SERVICES.** CSS will provide the Client with such special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services, provided that the Client and CSS agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

**7. DATA FILES.** The Client's data files and the data contained therein shall be and remain the Client's property and all existing data and data files shall be returned to it by CSS at the Expiration Date or upon earlier termination of this Agreement. The Client's data shall not be utilized by CSS for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased or otherwise disposed of to third parties by CSS or commercially exploited by or on behalf of CSS, its employees or agents. CSS shall establish and maintain reasonable safeguards against the disclosure of information provided to CSS.



**8. CONFIDENTIALITY AND PROTECTION OF CLIENT DATA.** CSS shall establish and maintain reasonable safeguards against the destruction or loss of the Client's data in the possession of CSS, which safeguards shall at least meet the standards of safety maintained by the Client. CSS agrees not to reveal or disclose any information relating to any case in which services are provided under this Agreement without prior consent from the Client.

**9. COMPENSATION AND INVOICING.** Commencing August 8, 2023, and on the first day of each succeeding month thereafter during the term of this Agreement or extension hereof, the Client shall pay to CSS monthly in advance at its office in Austin, Texas, based on the Fee Schedule set forth in the attached *Exhibit "C"*.

CSS agrees to submit a monthly invoice to Client. The Client agrees to pay the Invoice within thirty (30) days of the date of delivery of the invoice. Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Frequent late payments or failure to pay Invoices can result in termination of this Agreement.

**10. EARLY TERMINATION.**

**By CSS:** If the Client shall default in the payments to CSS provided for herein above, or shall fail to perform any other material obligation agreed to be performed by Client hereunder CSS shall notify the Client Director in writing of the facts constituting default. If the Client shall not cause such default to be remedied within thirty (30) days after receipt of such written notice, CSS shall have the right with no further written notice to terminate this Agreement. In the event that any default (other than a payment default) requires more than thirty (30) days to cure, Client shall have a reasonable period to cure the default.

**By Client:** If CSS shall default and fail to perform any material obligations agreed to be performed by CSS hereunder, the Client shall notify CSS in writing of the facts constituting such default or failure. CSS shall cause such default or failure to be remedied within thirty (30) days after receipt of such written notice. If CSS does not cause such default or failure to be remedied within thirty (30) days after receipt of such written notice, the Client shall have the right, by further written notice to CSS, to terminate the Agreement. Nothing in this Agreement prevents the Client from extending additional time to CSS to cure the problem, at the sole discretion of the Client.

**11. TIME REQUIREMENTS.** It is not contemplated by the parties that CSS devote its efforts exclusively to the performance of this Agreement, and CSS shall not be prohibited from engaging in other employment or transacting other business related to its field of endeavor and expertise.

**12. INDEPENDENT CONTRACTOR.** CSS shall at all times during the term of this Agreement be considered an independent contractor and not an employee of the Client. CSS shall provide its own personnel for the completion of its services hereunder and agrees to properly insure them.

**13. PAYMENT TO EMPLOYEES OF CLIENT.** CSS warrants that no employee or agent of CLIENT has been retained to solicit or secure this contract and that CSS has not paid or agreed to pay any employee of CLIENT any fee, commission, percentage, brokerage fee, gift or any other



consideration, contingent upon the making of this contract or as an inducement for entering into this contract. The unauthorized offering or receipt of such payments may result in immediate termination of this contract by CLIENT.

**14. NON-DISCRIMINATION.** CSS warrants that it shall not discriminate against any employee or client of the Client on account of race, color, disability, religion, sex, ethnicity, age, or any other legally protected classification.

**15. NOTICE.** Any notice required to be given hereunder shall be in writing sent by registered mail to the following addresses. Said notice will be deemed to be received upon three (3) days after it is deposited, postage paid, into a United States mail receptacle or otherwise placed in postal channels.

TO HAYS COUNTY:  
Hays County Courthouse  
Hays County Judge's Office  
Attn: Judge Ruben Becerra  
111 East San Antonio Street, Suite 300  
San Marcos, TX 78666

WITH COPY TO:  
Hays County Criminal District Attorney's Office, Civil Division  
Downtown Office  
111 East San Antonio Street, Suite 202  
San Marcos, TX 78666

Hays County Purchasing  
712 S. Stagecoach Trail, Ste. 1071  
San Marcos, TX 78666

**16. ENVIRONMENT.** The Client shall provide a suitable installation environment for the computer equipment utilized in connection with this Agreement, in accordance with the manufacturers requirements, a copy of which is available to the Client upon request in the event the Client does not provide a suitable environment or the Client's employees misuse or in any way abuse said equipment, the Client will be responsible for all costs associated with repair or replacement. In the event CSS provides computer equipment installed at Client's location then Client will provide insurance coverage and be responsible for all costs associated with repair or replacement.

**17. CLIENT RESPONSIBILITIES.** The Client agrees to fully cooperate with CSS and to make personnel available for the purpose of installation and training. The following is intended to supplement and clarify, but in no way limit or waive, Client responsibilities elsewhere herein identified:

A. Client agrees to appoint a Site Coordinator and to notify CSS of such appointment in writing within seven (7) days of executing this Agreement. The Site Coordinator shall act on the Clients behalf and make commitments pertaining to the service defined herein.



B. Client will make reasonable efforts to ensure appropriate individuals from all effected offices and departments will attend training sessions. Moreover, it is the responsibility of the Site Coordinator to announce and otherwise communicate to Client's personnel, scheduled training and installation activities.

**18. LIMITATIONS.** The parties are aware that there may be constitutional and statutory limitations on the authority of the Client to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Client's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on the Client except to the extent authorized by the laws and constitution of the State of Texas. The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an Agreement whereby Hays County agrees to indemnify or hold harmless any other party, including CSS.

**19. MISCELLANEOUS.** This Agreement shall be binding upon the successors and assigns of each party. Other than CSS's granting a Uniform Commercial Code security interest to a third party lender in the accounts receivable/contract rights to receive money under this Agreement and in any equipment furnished by CSS to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. Notwithstanding the foregoing, CSS may assign this Agreement to any successor in interest in connection with the sale of the assets or equity of CSS or any other event resulting in a change of control by giving Client at least thirty (30) days written prior notice. The Agreement, the License Agreement included as Attachment 1, shall collectively embody the entire agreement between the parties, but may be amended from time to time by the written consent of both parties. An official representative, employee or agent of the Client does not have the authority to amend this Agreement except pursuant to specific authority to do so granted by the Client.

**20. IMMUNITY.** This Agreement is made subject to Hays County's Sovereign Immunity, Title 5, Texas Civil Practice and Remedies Code.

**21. VENUE.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Hays County, Texas.

**22. SEVERABILITY.** The invalidity of any portion of this Agreement shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_:

**CLIENT**

**BY:** \_\_\_\_\_

**NAME:** Ruben Becerra

**TITLE:** Hays County Judge

**DATE:** \_\_\_\_\_

**BY:**  \_\_\_\_\_

**NAME:** James Redus

**TITLE:** President

**DATE:** 8-3-23

EXHIBIT C  
Fee Schedule

Description of Services	Hourly Rate/Fixed Cost
Implementation Cost (one-time)	\$2,000.00 Fixed Cost
Integrations	
• Management	\$200.00 Hourly
• Programming	\$160.00 Hourly
• QA	\$100.00 Hourly
Monthly Software License	
• View Only	No charge
• Regular User	\$124.00 per License

## **ATTACHMENT 1 TO PROFESSIONAL SERVICES AGREEMENT**

### **NONEXCLUSIVE LICENSE AGREEMENT**

Corrections Software Solutions, L.P. ("CSS"), with offices located at 316 North Lamar Boulevard, Austin, Texas 78703, for good and valuable consideration, subject to and conditioned on Licensee's payment of fees and compliance with all other terms and conditions of this Agreement and the Professional Services Agreement, hereby grants Licensee a non-exclusive, non-sublicensable, and non-transferable ("License") to:

**Hays County, Texas, collectively "Licensee",**

to use certain software programs and related materials ("Programs") for the designated processing system identified in the attached **CONTRACT**, subject to the terms and conditions hereof.

Programs shall include executable modules for each software program identified in any Contract or Addendum to this Agreement; User Help is contained in the application.



## **TERMS AND CONDITIONS**

### **1. LICENSE**

Licensee acknowledges that it shall be a licensee of Corrections Software Solutions, L.P. ("CSS") under the terms and conditions of this License Agreement, and that Licensee obtains hereby only a non-exclusive, limited license to use or access the Programs. Licensee has the right to permit access and use of the Program(s) by authorized Licensee employees, up to the User Number specified in **Professional Services Agreement** hereto. Licensee shall assign a unique User Identification Number to each authorized User, and shall provide to CSS a list of authorized Users and their User Identification Numbers upon request by CSS.

As specified in **Professional Services Agreement** hereto, CSS shall provide the Programs or access to them to Licensee based either on installation of the Programs by CSS at the Licensee's principal offices or such other location agreed upon in the Professional Services Agreement. Licensee shall be solely responsible for providing access to the Internet and for the costs of accomplishing such access, including without limitation costs of an Internet Service Provider.

All rights, title and interests in and to the Programs licensed under this License Agreement remain with CSS and do not pass to Licensee in whole or any part except as expressly provided herein. Licensee acknowledges that the Programs contain valuable proprietary information and trade secrets of CSS, the unauthorized disclosure of which would cause competitive and actual harm to CSS. For the purposes of this License, the term Programs shall include: any and all software or other intellectual property licensed for use by Licensee hereunder, as identified in Professional Services Agreement hereto, including also any and all documentation or other materials in whatever form and on whatever media stored, that describe, relate to or concern the Programs.

Licensee may not transfer the Programs electronically from one computer to another over a network or by other means, or access and use the Programs by remote means other than as expressly authorized herein; the Programs may be installed on only one (1) computer or server at any given time, unless otherwise provided in Professional Services Agreement. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Programs to be used or accessed either directly or indirectly by Licensee's employees or any other person or entity through a timesharing service, service bureau arrangement or otherwise, other than as expressly permitted in this License or in the Professional Services Agreement, and that Licensee shall ensure that only authorized Users may use or access the Programs.

Licensee may not grant sublicenses or other rights in the Programs to others, or assign or transfer this license to any third party. Licensee may not grant, allow or provide access to the Programs to, or use of the Programs by, unauthorized third parties.

Licensee shall comply strictly with the provisions of any CSS or third party license or other agreement regarding or applicable to any third party intellectual property, including without limitation applications, operating systems, or other software of any kind, or documentation thereof, utilized by Licensee in its use of the Programs, or by CSS in the provision of any services to Licensee related to or depending on the Programs.

CSS shall have the right immediately to terminate this License with thirty (30) day written notice to Licensee if Licensee violates any of its provisions.



Licensee recognizes and agrees that the Programs and all portions, reproductions, modifications and improvements thereof, whether provided to Licensee by CSS or by any third party, (i) are considered by CSS to be confidential and trade secrets; (ii) are provided to Licensee in strictest confidence; and (iii) are and remain the exclusive property and proprietary information of CSS. Title and full ownership rights, including copyrights or patents, in the Programs and any modifications or improvements provided or developed by CSS or on its behalf are and shall remain the sole property of CSS or, if licensed to CSS, of the relevant licensor as the relevant license may provide; and Licensee acquires no ownership, rights, title or other interest in or to the Programs hereunder. Licensee is not granted the right to create derivative works to the Programs; but any and all derivative works of the Programs, if and by whomever created, shall be the sole property of CSS or CSS's licensor, as the case may be.

Licensee agrees not remove or destroy any copyright, trademark, patent, or other proprietary designations or notices, or other proprietary or confidential legends or markings placed upon or contained within the Programs, or from any copies thereof.

## **2. TERM**

This license shall be in effect from the date of execution of the associated CSS Professional Services Agreement until termination of that Contract, or until termination of this License as specified herein, whichever is earlier, unless otherwise expressly agreed in writing by CSS.

Upon termination or expiration of this License on any basis, all rights of Licensee and obligations of CSS hereunder shall immediately terminate. Licensee shall nonetheless have a continuing obligation to maintain the confidentiality of CSS's proprietary information, to return or destroy all copies of the Programs in Licensee's possession or under its control or right of control, as required herein, to indemnify CSS as provided hereunder, and to pay any fees or costs accrued and owing hereunder or under the Services Agreement as of such termination.

## **3. PAYMENTS**

All license fees and any first year support fees, mobilization, user, multiple-site or other fees, along with any installation and training fees, whether specified herein or in an associated contract for services by CSS, shall be paid to CSS upon mutual execution of this License Agreement or as specified in Professional Services Agreement hereto or in such services agreement. Any other sums due hereunder shall be payable within thirty (30) days of Licensee's receipt of CSS's invoice therefore. Any accruals related to late payments will be in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. All payments due hereunder shall be made in lawful money of the United States of America, and shall be made to CSS at its address specified above or at such address as may from time to time be designated by CSS in writing. In addition to the fees, charges, expenses and other amounts due and payable under this License Agreement, Licensee shall pay any and all local, state, federal, and other sales, use, excise, privilege or gross receipts taxes and duties, tariffs, assessments or levies, however designated, assessed or levied, resulting from this License or any activities conducted hereunder (exclusive of taxes based on CSS's net income); provided, that if Licensee claims legal exemption from any tax or taxes, such as sales tax, it shall promptly provide CSS with a copy of the applicable tax exemption certificate.

#### 4. SECURITY AND CONFIDENTIALITY; NO REPRODUCTION; RIGHT TO INJUNCTIVE RELIEF

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, that are stored, written or recorded on magnetic tape, disk or memory or in any other form or on any other media, are not made available, and access is not provided or permitted, by the Licensee or by any of its employees, officers, principals, agents or representatives to any organizations or individuals not licensed hereunder to make use thereof. Licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To use and access the Programs solely at the place of installation specified in Professional Services Agreement to this License Agreement.
- b. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever without prior written consent of CSS, except as may reasonably be required for archival or security storage purposes.
- c. To instruct its employees having access to the Programs not to copy or duplicate the Programs and not to provide same to any third party, and to enforce these requirements.
- d. To effect security measures that are reasonably calculated to safeguard the Programs from theft or unauthorized access.
- e. To maintain and reproduce CSS's copyright notice and any other notices, legends or designations on all materials or copies related to or part of the Programs on which CSS displays such copyright or other notice, legend or designation, including any copies made pursuant to this License Agreement.
- f. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Programs or allow any other person to do so in any way or manner without the prior written authorization of CSS.

#### g. CONSENT TO INJUNCTION AND WAIVER OF LEGAL RIGHTS.

Any modifications or enhancements to the Programs, or any other Program-related material provided by CSS to the Licensee, shall be subject to all conditions and restrictions contained in this Agreement. Licensee acknowledges that CSS has gone to considerable time, trouble and expense to develop the Programs and that CSS would suffer great and irreparable harm and damage, including competitive disadvantage, by any unauthorized copying, reproduction, dissemination, or other unauthorized use of the Programs. Licensee further acknowledges that such action may cause significant commercial damages to CSS which may be difficult or impossible to quantify. **Therefore, Licensee agrees that, in addition to any other legal or equitable remedy available to CSS, CSS shall be entitled to seek equitable relief including but not limited to temporary restraining orders and preliminary (or temporary) and permanent injunctions, to compel strict compliance with the terms of this License. Before seeking any legal or equitable remedy available to CSS, including a temporary restraining order and preliminary (or temporary) and permanent injunction, CSS agrees to provide Licensee written notice of the specific remedy CSS may pursue and date the remedy will be sought.**

#### 5. TERMINATION

Upon termination of this License for any reason, Licensee shall promptly uninstall, delete or otherwise permanently remove all copies of the Programs from any and all computers and storage devices or media



of any kind in Licensee's possession or under its control or right of control on which a copy may reside (hereinafter); and deliver to CSS all copies of the Programs including all materials related thereto that are in Licensee's possession or under its control or right of control, whether or not provided by CSS hereunder, or copied or created by Licensee or its employees, agents or representatives, in whatever form and on whatever medium made, recorded or stored, together with all portions, reproductions, and modifications thereof, pertaining to the Programs; and shall also warrant in writing to CSS that all copies thereof have been deleted from all of Licensee's equipment (or other equipment in Licensee's possession or under its control or right of control) and either destroyed or returned to CSS as required hereunder. Within ten (10) days of request by CSS, Licensee shall certify in writing to CSS that, to the best of Licensee's knowledge, the original and all copies, in whole or part, of the Programs, in Licensee's possession or under its control or right of control, including all related materials and copies, have been deleted, destroyed or returned to CSS. In addition, all documentation, listings, notes or other written material pertaining to the Programs shall be returned to CSS or deleted or destroyed and so certified in writing by Licensee.

CSS shall have the right to terminate this License Agreement, by giving written notice of such termination to Licensee, in the event that the Licensee (i) fails to pay CSS in full any sums due and payable hereunder as required under the Texas Prompt Payment Act, (ii) fails to comply fully with any of the Licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or comply fully with any other material term or obligation set forth in this License Agreement. CSS's right of termination shall be in addition to any other right or remedy it may have at law or in equity.

Licensee shall have the right to terminate this License Agreement, by giving written notice of such termination to CSS, in the event that CSS fails to perform or comply fully with any other material term or obligation set forth in this License Agreement. Licensee's right of termination shall be in addition to any other right or remedy it may have at law or in equity.

This License shall immediately and automatically terminate upon any offer or attempt of Licensee to: assign, sublicense or otherwise transfer it in whole or part, or any rights granted herein, to any third party, or to assign, condition or avoid any obligations imposed herein, without the express written consent of CSS; or upon any such assignment or transfer, condition or avoidance, or right or option thereto, of any kind, actual or constructive, whether by operation of law, lawful order or otherwise, including without limitation appointment of a receiver or a trustee in bankruptcy or an assignment in favor of Licensee's creditors.

CSS reserves the right immediately to terminate this License if any claims for copyright or patent infringement, or infringement or misappropriation of any intellectual property rights, or for unfair competition or trade practices or other misuse, relating to the Programs or any part thereof, are asserted against CSS, any relevant CSS licensor, or Licensee or any of Licensee's employees, officers, agents or representatives. Such determination shall be in the sole discretion of CSS. Termination on this basis shall be effective on notice in writing to Licensee by CSS, stating the reason for such termination.

## **6. NO WARRANTY**

**CSS PROVIDES THE PROGRAMS TO LICENSEE AS IS. CSS MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OR FUNCTIONALITY OF THE PROGRAMS, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR USE FOR ANY PARTICULAR PURPOSE. CSS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED OR PROVIDED IN THE PROGRAMS WILL MEET THE LICENSEE'S REQUIREMENTS OR**



**THAT THE OPERATION OF THE PROGRAMS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE PROGRAMS OR THEIR OPERATIONS OR OUTPUT PRODUCTS OR FILES WILL BE FREE FROM VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL AGENTS. CSS DOES NOT WARRANT, AND EXPRESSLY DISCLAIMS, ANY AND ALL RESPONSIBILITY FOR THE ACCURACY OF ANY INFORMATION OR DATA PROVIDED BY LICENSEE FOR USE WITH OR BY THE PROGRAMS, OR ON WHICH THE PROGRAMS OPERATE.**

## **7. INDEMNIFICATION**

(a) Indemnification by CSS. CSS shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("Losses") incurred by Licensee resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Programs, or any use of the Programs in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights provided that Licensee promptly notifies CSS in writing of the claim, cooperates with CSS, and if Licensee requests, allows CSS sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Licensee agrees to permit CSS, at CSS's sole discretion, to (A) modify or replace the Programs, or component or part thereof, to make it non-infringing, or (B) obtain the right for Licensee to continue use. If CSS determines that none of these alternatives is reasonably available, CSS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Licensee. This Section 8(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Programs in combination with data, software, hardware, equipment, or technology not provided by CSS or authorized by CSS in writing; (B) modifications to the Programs not made by CSS; or (C) third party software.

## **8. EQUITABLE RELIEF**

Licensee acknowledges and agrees that because of the unique nature of the Programs irreparable harm to CSS will be caused by a breach by Licensee of its obligations under this License Agreement, that monetary damages will be inadequate to compensate CSS for such harm, and that injunctive relief directed against Licensee and in favor of CSS is an appropriate remedy to enforce the provisions of this License. Such injunctive or other equitable relief shall be cumulative of and shall not preclude or waive any other relief or remedies at law or in equity to which CSS may be entitled.

**LICENSEE'S EXCLUSIVE REMEDY HEREUNDER IS TERMINATION OF THIS LICENSE AGREEMENT.**

## **9. MISCELLANEOUS**

**a. Assignment.** Licensee's rights to use the Programs granted in this License may not be assigned, sublicensed, or transferred voluntarily by Licensee, or by operation of law or otherwise, without CSS's prior written consent and the execution of a new License Agreement.

**b. Notices.** Any notice to be delivered pursuant to this License Agreement shall be deemed delivered upon service, if served personally, or three (3) days after deposit in the United States mail if mailed by first class mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of



notice hereunder, at the address set forth on the first page of this License Agreement or at such other address as shall be specified from time to time in writing by the receiving party.

**c. Severability.** In the event that any provision of this License Agreement is determined to be invalid or unenforceable, the remainder of this License Agreement shall be valid and enforceable to the maximum extent permitted by applicable law.

**d. Exclusive Agreement; Modification.** The Professional Services Agreement and this this License Agreement (Attachment 1) constitutes the complete and exclusive statement of the agreement of the parties relative to the licensing of use of the Programs, and supersedes all oral or written proposals or understandings concerning such subject matter. This License Agreement may be modified only pursuant to a writing executed by both parties. Should Licensee elect to issue a purchase order or any similar document for its own internal purposes, this License Agreement shall control any conflict between the terms and conditions of the said order form.

**e. Open records requests.** Should Licensee receive a request under the federal Freedom of Information Act ("FOIA") or any local or state open records act or regulation (collectively, "Open Records Acts") for disclosure, access to, or copying of any proprietary information provided by or belonging to CSS or any of its licensors, including but not limited to disclosure of, access to, or a copy of the Programs or any part thereof, Licensee shall immediately notify CSS, including notice in writing and a copy of the said request, so that CSS may determine what steps it may wish to take to protect such information. Time is of the essence in Licensee providing notice to CSS. If the applicable Open Records Act requires a governmental entity or other party contesting whether requested records are required to be disclosed under the Act to do or take any action within some specified time in order to initiate a determination by a judicial or other authority whether disclosure is required, client is required to take such actions as may be necessary or appropriate timely to initiate such process and avoid waiver of its or of CSS' rights to obtain such a determination, and to avoid by delay in informing CSS or in initiating such process materially prejudicing the practical ability of CSS to initiate such process and satisfy applicable requirements to obtain such a determination.

In the event that disclosure is ultimately required, Licensee shall provide to the recipient, along with access to or any copies of such disclosed materials, a notice that the materials are owned by or licensed to CSS, are protected under the federal Copyright Act and other laws, and that recipient is not by virtue of disclosure under the applicable Open Records Act thereby authorized to use, copy, or disseminate the materials without the express written consent of CSS; and that any unauthorized use, copying or dissemination may constitute a violation of federal copyright or other laws, and could therefore subject the recipient or others to civil or criminal penalties.

FAILURE OF LICENSEE TO COMPLY FULLY WITH THE OBLIGATIONS OF THIS SUBSECTION (e) SHALL BE A MATERIAL BREACH OF THIS LICENSE AGREEMENT AND SHALL CONSTITUTE GROUNDS FOR THE IMMEDIATE TERMINATION OF THIS LICENSE AGREEMENT BY CSS, WITHOUT PENALTY THEREFOR OR FURTHER OBLIGATION TO LICENSEE. Such termination shall not relieve Licensee from the obligation to pay any outstanding fees or costs hereunder, or other obligations hereunder that survive termination.

**f. Arbitration.** It is understood and agreed that Hays County will not be subject to arbitration; therefore, clauses related to Arbitration are hereby deleted.



**h. Governing Law.** This License Agreement shall be governed by and enforced in accordance with the laws of the State of Texas, without giving effect to its choice of laws provisions.

**i. Forum Selection.** Any suit brought by or against CSS arising under, concerning or related to this License Agreement may be brought only in the State of Texas; and jurisdiction and venue for any action arising under, concerning or related to this License Agreement or the related Professional Services Agreement shall be and lie exclusively in the state and county courts of Hays County, Texas., or, if appropriate, the United States District Courts of the Western District of Texas, Austin Division.

**j. No Waiver of Rights.** No term or provision of this Agreement shall be deemed to be waived and no consent to any breach or default shall be deemed unless such waiver or consent be in writing signed by the party against which such waiver or consent is asserted; the terms of this Agreement shall not be deemed to be amended by any such waiver or consent unless in a writing expressly stating such amendment; and any waiver by either party, whether express or implied, shall not imply a consent or waiver of any term or provision on any other occasion, or any consent to any different breach or default.

**k. Construction.** Descriptive headings or captions in this License Agreement are for convenience only and shall not affect the construction or application of this License Agreement. Words having established technical or trade meanings in the industry shall be so construed. Lists of items shall not be exclusive unless expressly so stated, but shall include other items, whether similar or dissimilar to those explicitly listed, as the context reasonably requires. No rule of construction requiring interpretation against the drafting party shall be applied or given effect. Words of any gender used herein shall be deemed to include words of any other gender, and use of the singular or the plural herein shall include the other, unless context requires otherwise. In the event of conflict between words and numbers, the words shall control.

**l. Cooperation.** Licensee shall cooperate fully with CSS in the maintenance and protection by CSS of any intellectual property ownership or other rights or interest of CSS in the Programs or other intellectual property or interests therein that are the subject matter of this License.

## APPROVALS

IN WITNESS WHEREOF, this Nonexclusive License Agreement is executed to be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Licensee**

**BY:** \_\_\_\_\_

**NAME:** Ruben Becerra

**TITLE:** Hays County Judge

**DATE:** \_\_\_\_\_

**Corrections Software Solutions**

**BY:**  \_\_\_\_\_

**NAME:** James Redus

**TITLE:** President

**DATE:** 4-3-23 \_\_\_\_\_



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Ingalsbe

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### Agenda Item

Discussion and possible action to consider granting a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities and allow issuance of On-Site Sewage System permit to the owner of the property located at 6331 Niederwald Strasse, Kyle, TX 78620. **INGALSBE/PACHECO**

### Summary

The property owner of 6331 Niederwald Strasse in Precinct 1 has applied for a development authorization to install a Single-Family Residence On-Site Sewage Facility System. Water utility will be accomplished by public water supply. The owner is requesting a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities which specifies that "A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development (Subdivision) Regulations." The owner is requesting the variance to the rule to allow for the issuance of the authorization to construct which would enable the construction of the system to commence while the review process of the subdivision plat is taking place.

A Replat of 3G Ranch, Lot 1-A has been conducted and approved through the City of Niederwald; however, Hays County Development Services was not party to the original review and approval. Furthermore, an interlocal agreement does not exist between City of Niederwald and Hays County. A Vacate and Replat discussion has been prompted between the reviewing authorities to remedy the oversight. Notice of Approval to operate the On-Site Sewage Facility may not be granted until the Vacate and Replat has received formal review, approval, and recordation in the Commissioners Court minutes and County Clerk records.

Justification for the request is included in the back-up.

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### Attachments

Cover Letter  
Variance Request  
Location Map  
Replat - Hays County  
Replat - City of Niederwald





## **Hays County Commissioners Court Agenda Request**

**Meeting Date:** August 8th, 2023

**Requested By:** Colby Machacek, County Planner

**Prepared By:** Colby Machacek, County Planner

**Department Director:** Marcus Pacheco, Director

**Sponsoring Court Member:** Commissioner Debbie Ingalsbe, Precinct 1

### **AGENDA ITEM LANGUAGE:**

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 the property located at 6331 Niederwald Strasse, Kyle, TX 78620.

### **BACKGROUND/SUMMARY OF REQUEST:**

- A) The property owner of 6331 Niederwald Strasse in Precinct 1 has applied for a development authorization to install a Single-Family Residence On-Site Sewage Facility System. Water utility will be accomplished by public water supply. The owner is requesting a variance to Section 10.W.1 of the Hays County Rules for On-Site Sewage Facilities which specifies that "A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development (Subdivision) Regulations." The owner is requesting the variance to the rule to allow for the issuance of the authorization to construct which would enable the construction of the system to commence while the review process of the subdivision plat is taking place.
- B) A Replat of 3G Ranch, Lot 1-A has been conducted and approved through the City of Niederwald; however, Hays County Development Services was not party to the original review and approval. Furthermore, an interlocal agreement does not exist between City of Niederwald and Hays County. A Vacate and Replat discussion has been prompted between the reviewing authorities to remedy the oversight. Notice of Approval to operate the On-Site Sewage Facility may not be granted until the Vacate and Replat has received formal review, approval, and recordation in the Commissioners Court minutes and County Clerk records.

### **STAFF COMMENTS:**

Hays County Development Services is conducting review of the proposed On-Site Sewage Facility and conducting discussions with the Property Owner, as well as the City of Niederwald, to remedy the Plat situation.

Hays County Development Services staff do not make recommendations for the approval or disapproval of variances to the established rules as that determination lies in the hands of the Precinct Commissioner and the Commissioners Court.

**ATTACHMENTS/EXHIBITS:**

Variance Request Application

Location Map

Proposed Replat

Recorded Plat



# Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle Texas 78640

(P) 512-393-2150 (Web) [www.hayscountytexas.com](http://www.hayscountytexas.com)

## OSSF Variance Request Form

### Overview:

The OSSF Variance Request Form shall be used in conjunction with an On-Site Sewage Facility Application when seeking a variance from a regulation adopted by Hays County. The decision to approve or deny a variance is at the full discretion of Hays County Development Services and/or the Hays County Commissioners Court.

### Instructions:

The Variance Request Form shall be completed in its entirety. Any incomplete forms will not be accepted and returned to the Owner / Applicant. Documents are required to be attached to the Variance Request Form. Submittal of a Variance Request Form does not guarantee approval of any variance from a regulation adopted by Hays County.

### Fee:

Type I – Administrative Variance - \$100

Type II – Commissioners Court Determination Variance - \$500

### Definitions:

**Applicant** – A person seeking approval of an application submitted pursuant to the Hays County Development Regulations.

**Owner(s)** – The holder(s) of a legal or equitable interest in real property as shown by the deed records of the county in which the property is located, and which has been included in an application or Development Authorization under the Hays County Development Regulations.

**Variance** – A grant of relief by Hays County from a Regulation adopted by Hays County under the authority of the Hays County Commissioners Court.

Owner / Applicant Information:

Business Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Primary E-mail: \_\_\_\_\_ Secondary E-mail: \_\_\_\_\_

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Primary E-mail: \_\_\_\_\_ Secondary E-mail: \_\_\_\_\_

Property Information:

Subdivision Name: \_\_\_\_\_

Phase: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

If not located in a subdivision,

Survey / Abstract: \_\_\_\_\_

Recorded (Vol/Page/Instrument): \_\_\_\_\_

Hays Central Appraisal District Property ID “R” Number: \_\_\_\_\_

Hays County Commissioner Precinct: ☐ 1 ☐ 2 ☐ 3 ☐ 4

Type of Variance (check all that apply):

- ☐ Variance to the Hays County Development Regulations
- ☐ Variance to the Hays County Rules for Junkyards and Automotive Wrecking and Salvage Yards
- ☐ Variance to the Hays County Development Services Fee Schedule

Variance Justification:

All variance requests must be accompanied by the section of current Regulations being appealed and the reason sought for the variance. Please fill out the below section, attaching any additional sheets needed to support the reason sought for the variance.

Chapter / Section of Regulations being Appealed	Reason for Variance
Page 20: Section 10 W 1	A permit will be required for all On-Site Sewage Facilities, regardless of the size of the lot or acreage onto which it is installed. A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development (Subdivision) Regulations. Any structure or property used for residential, institutional, or commercial purposes shall be connected to an On-Site Sewage Facility permitted by the Department or a centralized sewage treatment facility permitted by the Texas Commission on Environmental Quality.

**Owner Information:**

Business Name: \_\_\_\_\_

Owner Name: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Primary E-mail: \_\_\_\_\_ Secondary E-mail: \_\_\_\_\_

**Applicant Information (if not the owner):**

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Secondary Phone: \_\_\_\_\_

Primary E-mail: \_\_\_\_\_ Secondary E-mail: \_\_\_\_\_

**Property Information:**

Subdivision Name: \_\_\_\_\_

Phase: \_\_\_\_\_ Section: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: \_\_\_\_\_

If not located in a subdivision,  
Survey / Abstract: \_\_\_\_\_

Recorded (Vol/Page/Instrument): \_\_\_\_\_

Hays Central Appraisal District Property ID “R” Number: \_\_\_\_\_

Hays County Commissioner Precinct: ☐ 1 ☐ 2 ☐ 3 ☐ 4

**Type of Variance (check all that apply):**

- ☒ Variance to the Hays County Rules for On-Site Sewage Facilities
- ☐ Variance to Title 30 of the Texas Administrative Code, Chapter 285
- ☐ Variance to the Hays County Development Services Fee Schedule

**Variance Justification:**

All variance requests must be accompanied by the section of current Regulations being appealed and the reason sought for the variance. Please fill out the below section, attaching any additional sheets needed to support the reason sought for the variance.

Chapter / Section of regulation being requested	Reason for Variance
	<small>A permit will be required for all On-Site Sewage Facilities, regardless of the size of the lot or acreage onto which it is installed. A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development (Subdivision) Regulations. Any structure or property used for residential, institutional, or commercial purposes shall be connected to an On-Site Sewage Facility permitted by the Department or a centralized sewage treatment facility permitted by the Texas Commission on Environmental Quality.</small>

## Hardship Findings:

1. Describe the actual situation of the property in question in relation to neighboring or similar properties such that no special privilege not enjoyed by other similar situated properties may be granted.

The property in question is situated within a residential area of Hays County, surrounded by neighboring properties with similar characteristics and intended uses. The size and acreage of our property are consistent with those of adjacent lots, ensuring that no special privileges are being sought beyond what is enjoyed by other properties in the vicinity.

The subdivision process has been challenging and lengthy, but we have diligently followed all necessary procedures and requirements. We engaged a third-party consultant to navigate the complexities, not as a means to gain preferential treatment, but to ensure full compliance with all relevant regulations and to address any potential ambiguities in the process.

2. Describe how strict enforcement of the Regulation would deny the Applicant the privileges or safety of similarly situated property with similar development.

As the applicant has diligently followed the subdivision process, sought the necessary approvals from the city of Niederwald, and paid all required fees for multiple permits, they have demonstrated their commitment to responsible development, adhering to the same requirements as their neighbors.

By strictly enforcing the regulation without considering the applicant's unique circumstances, they would be subjected to a disadvantage that neighboring properties do not face. Denying the variance for the On-Site Sewage Facilities permit could hinder the completion of the applicant's dream home, preventing them from enjoying the same privileges as other property owners who have already completed their construction and moved into their homes.

3. Describe how the granting of a variance will not be detrimental to public health, safety, and welfare, or injurious to other property, or will not prevent the orderly development of the land in the area in accordance with these Regulations.

**Adherence to Regulations:** The applicant has diligently followed the subdivision process, securing the necessary approvals from the city of Niederwald and fulfilling all required permits and fees. This demonstrates their commitment to responsible development and their willingness to comply with all applicable regulations. Granting the variance will not jeopardize public health or safety as the applicant is fully invested in adhering to environmental and sanitation standards for the On-Site Sewage Facility.

**Responsible Planning:** The applicant's desire to construct their dream home and connect it to an On-Site Sewage Facility reflects their responsible planning and consideration for the orderly development of the land. They have taken the necessary steps to ensure that the property aligns with the neighboring properties and that it will be developed in a manner consistent with the area's overall development plan.

**No Precedent:** Granting the variance does not set a precedent that would be injurious to other properties in the vicinity. The applicant's situation is unique and can be treated as an exceptional case, ensuring that other properties in the area are not adversely affected. There are no indications that approving the variance will lead to a domino effect of similar requests that could disrupt the orderly development of the land.

**Environmental Compliance:** The applicant has conveyed their commitment to adhering to environmental standards and best practices for waste management and sanitation. By ensuring the proper functioning of the On-Site Sewage Facility, they are actively safeguarding the environment and mitigating any potential adverse impacts.

4. Describe how the hardship sought to be avoided is not the result of the Applicant's own actions being self-imposed or self-created and/or economic or financial hardship.

**Subdivision Process Complexity:** The Applicant has conveyed that the subdivision process has been challenging and unclear. They have taken steps to seek guidance from a third-party consultant to navigate the complexities involved. The need for a variance stems from the inherent difficulties in the process rather than any actions or choices deliberately taken by the Applicant.

**Commitment to Compliance:** The Applicant has diligently pursued all necessary approvals from the city of Niederwald and complied with the Regulations throughout the process. They have fulfilled all required permits and paid the relevant fees, demonstrating a genuine intention to adhere to the regulations and engage in responsible development.

**Emotional Significance:** The Applicant has shared their desire to spend these last few months in their dream home with their eldest child before his departure to college. This heartfelt request is not economically motivated but rather centers on the emotional significance of family bonds and shared memories.

**Alignment with Neighbors:** The Applicant's situation is consistent with neighboring properties, both in terms of lot size and intended use. They seek no special privileges beyond what other similarly situated properties already enjoy, emphasizing their alignment with the community's development patterns.

**Long-term Residents:** The Applicant is a lifelong Hays County resident with a deep-rooted connection to the area. Their commitment to responsible development and environmental protection reflects their dedication to the community's welfare beyond purely economic considerations.

**Equal Protection Information**

1. Describe how equal protection is being achieved for each regulation being appealed.

Chapter / Section of regulation being requested	Equal Protection Description

**Attach an On-Site Sewage Facility Design**

1. On-Site Sewage Facility Design – A complete set of plans with a site evaluation.

**Acknowledgement:**


I hereby certify that I have submitted an application in compliance with the Hays County Rules for On-Site Sewage Facilities and other applicable local, state, and federal laws. I understand this Request Form will not be acted upon unless a completed application currently exists with Hays County Development Services. Submittal of this Request form without an existing application may result in immediate denial.

**Owner's / Applicant's Certification:**

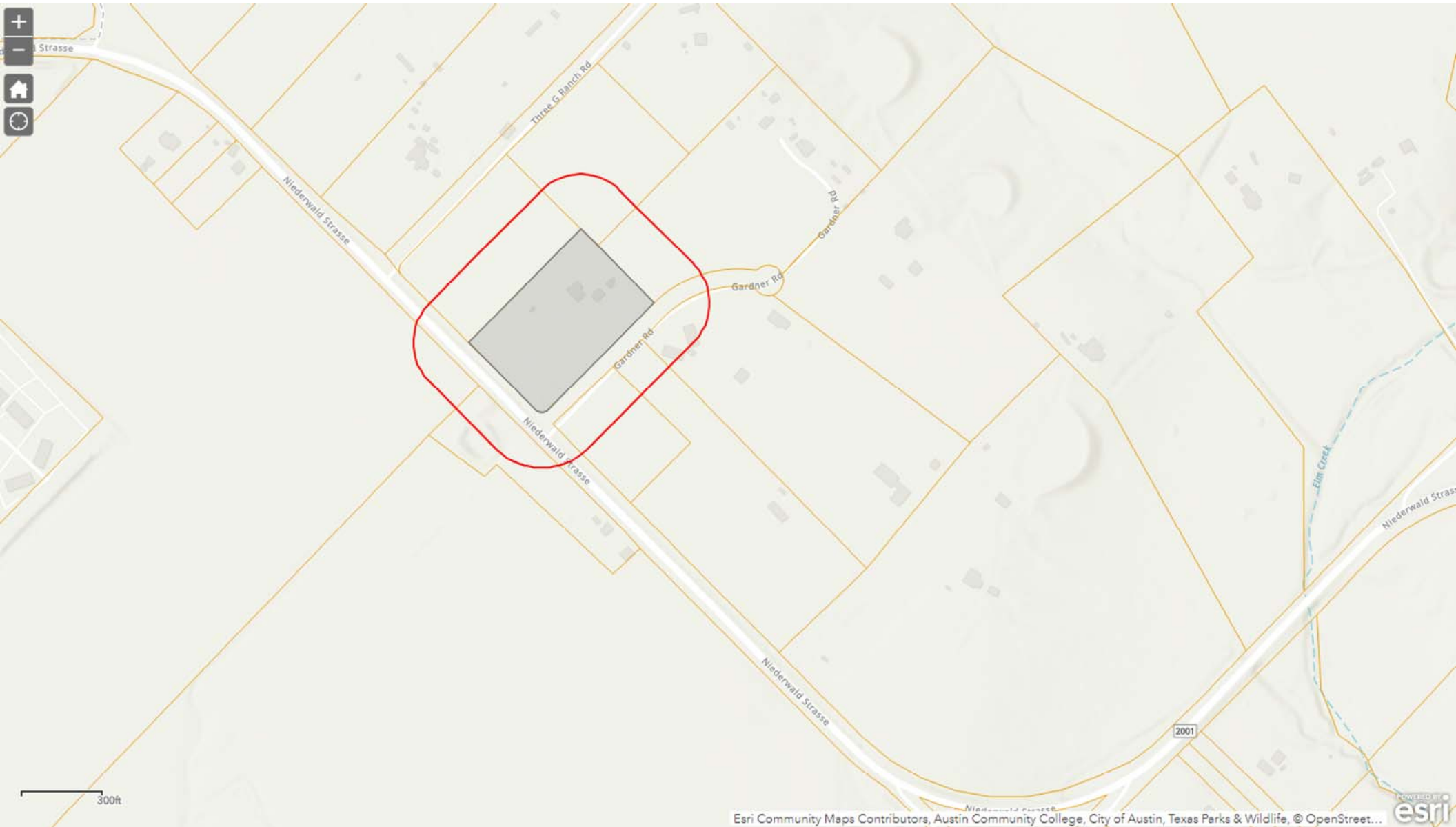
I hereby certify that I have carefully read and completed this Request Form. All information is true and correct to the best of my knowledge. I hereby agree to comply with all provisions of local, state, and federal laws whether they are herein specified or not. As the Owner of the above-mentioned property or a duly authorized Applicant, I hereby grant permission to the County to enter the premises and make all necessary inspection and to take all other actions necessary to review and act upon this request. If not the owner, I attest to have written confirmation from the owner of the property to submit an application and Variance Request Form on his/her behalf.

Date: 7/25/2023

Print Owner / Applicant Name: Alex Hernandez

Owner / Applicant Signature: 





# HERNANDEZ ADDITION

## REPLAT OF LOT ONE-A (1-A), REPLAT OF 3-G RANCH ADDITION, SECTION 1

An addition within the Otis G. Eels Survey, Abstract No. 167, Hays County, Texas.

THE STATE OF TEXAS  
COUNTY OF HAYS

We, the undersigned owners of the land shown on this plat, warrant that any right, privilege, obligation, or remedy granted to me by the subdivision ordinance and other relevant laws of the City of Niederwald, Texas, shall also run in favor of my successors in interest, assigns, agents, employees, or any person acting pursuant to the directions of any of the foregoing, or under color of the same.

Gilbert Hernandez, Owner

Maria O. Hernandez, Owner

THE STATE OF TEXAS  
COUNTY OF HAYS

Before me, the undersigned authority, on this day personally appeared Gilbert Hernandez and Maria O. Hernandez, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public in and for the State of Texas

THE STATE OF TEXAS  
CITY OF NIEDERWALD

This plat, HERNANDEZ ADDITION, has been submitted to and considered by the City Council of the City of Niederwald, Texas, and is hereby approved by such Council.

Mayor

City Secretary

THE STATE OF TEXAS  
COUNTY OF HAYS

Gorlth Water Supply Corporation, an approved public water supply system has adequate quantity to supply the subdivision and provisions have been made to provide service to each lot in accordance with the policies of the water supply system.

General Manager

Gorlth Water Supply Corporation

ENGINEER'S CERTIFICATE

THE STATE OF TEXAS  
COUNTY OF HAYS

I, the undersigned, a registered professional engineer in the State of Texas, hereby certify the plat and all plans and specifications which are included with the plat are, to the best of my professional capacity, complete and accurate and in compliance with all relevant City Ordinances, Codes, plans, and relevant State standards.

Tyler Freese, P.E.

No. 127376

State of Texas

SURVEYOR'S CERTIFICATE

THE STATE OF TEXAS  
COUNTY OF HAYS

I, the undersigned, a public surveyor or in the State of Texas, hereby certify this plat is true and correct to the best of my knowledge and ability and that it was prepared from an actual survey of the property made on the ground with my direct supervision.

*Luther E. Frobish* 06/13/2023

Luther E. Frobish, R.P.L.S.

No. 6200

State of Texas



FILED FOR RECORD this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, in Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, Plat \_\_\_\_\_, Records of Hays County, Texas.





An addition within the Otis G. Eels Survey, Abstract No. 167, Hays County, Texas.

We, the undersigned owners of the land shown on this plat, warrant that any right, privilege, obligation, or remedy granted to me by the subdivision ordinance and other relevant laws of the City of Niederwald, Texas, shall also run in favor of my successors in interest, assigns, agents, employees, or any person acting pursuant to the directions of any of the foregoing, or under color of the same.

Before me, the undersigned authority, on this day personally appeared Gilbert Hernandez and Maria O. Hernandez, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein stated.

Notary Public in and for the State of Texas

This plat, HERNANDEZ ADDITION, has been submitted to and considered by the City Council of the City of Niederwald, Texas, and it may be approved by such Council.

Goforth Water Supply Corporation, an approved public water supply system has adequate quantity to supply the subdivision and easements have been made to provide service to each lot in accordance with the policies of the water supply system.

General Manager  
Goforth Water Supply Corporation

THE STATE OF TEXAS  
COUNTY OF HAYS

I, the undersigned, a registered professional engineer in the State of Texas, hereby certify the plat and all plans and specifications which are included with the plat are, to the best of my professional capacity, complete and accurate and in compliance with all relevant City Ordinances, Codes, plans, and relevant State standards.

Tyler Freese, P.E.  
No. 127376  
State of Texas

THE STATE OF TEXAS

I, the undersigned, a public surveyor in the State of Texas, hereby certify this plat is true and correct to the best of my knowledge and ability and that it was prepared from an actual survey of the property made on the ground with my direct supervision.

Luther E. Frobish, R.P.L.S.  
No. 6200  
State of Texas

P.O.B. = POINT OF BEGINNING  
B.S.L. = BUILDING SETBACK LINE  
P.U.E. = PUBLIC UTILITY EASEMENT  
R.O.W. = RIGHT OF WAY  
● = IRON ROD FOUND

NOTES:

1. The bearings and distances recited herein are grid values derived from GPS observations based on the NAD83(2011) State Plane Coordinate System, Texas South Central Zone No. 4204. The Combined Correction Factor (CCF) = 0.9999116.
2. This tract is shown to be within Zone "X" (Area of Minimal Flood Hazard), per FEMA's Flood Insurance Rate Map (FIRM) panel for Hays County, Texas, panel number 48209C0295F, effective September 2, 2005.

## FIELD NOTES:

BEING 10.00 acres of land out of the OTIS G. EELS SURVEY, Abstract No. 167, Hays County, Texas, and being all of a called 10.00 acre tract of land described as LOT ONE-A (1-A), REPLAT OF 3-G RANCH ADDITION, SECTION 1, according to the map or plat thereof recorded in Volume 6, Page 239, Plat Records of Hays County, Texas, and being conveyed to GILBERT HERNANDEZ and wife, MARIA O. HERNANDEZ, recorded in Volume 1149, Page 647.

**BEGINNING** at an iron rod found ben. over at the base of a 6-inch steel square fence post in the southeast right-of-way line of Three G Road, for the north corner of said Lot 1-A and at the west corner of Lot 4 of 3-G Ranch Section 3, recorded in said Volume 6, Page 239 of said Plat Records, for the north corner of this tract;

THENCE S 45°38'55" E (plat S 43°20'30" E, 760.68'), with the northeast boundary line of said Lot 1-A and w the southwest boundary line of said Lot 1-A, at 457.08 feet passing a fence post marking the south corner of said Lot 4 and the west corner of Lot 3 of said 3-0 Ranch Section 3, continuing the same course with the common boundary line of said Lot 1-A and said Lot 3 for a total distance of 762.68 feet, to an iron rod found in the northwest right-of-way line of Gardner Road, for the east corner of this tract;

**THENCE** S 44°24'13" W, 547.47 feet (plot S 46°42'30" W, 547.31'), with the southeast boundary line of said Lot 1-A and with the northwest right-of-way line of said Gardner Road, to an iron rod found at the beginning of a curve to the right:

**THENCE** with said curve to right, having a radius of 30.00 feet (*plat* 30.00'), an arc length of 46.59 feet, and a long chord bearing S 89°00'26" W, 42.05 feet (*plat* N 88°19'00" W, 42.41'), to an iron rod found in the northeast right-of-way line of E.M. Highway 2001;

**THENCE** N 45°38'25" W, 690.76 feet (plat N 43°20'30" W, 690.33'), with the southwest boundary line of said Lot 1-A and with the northeast right-of-way line of said F.M. Highway 2001, to an iron rod set at the beginning of a curve to the right;

**THIENCE** with said curve to right, having a radius of 30.00 feet (*plat 30.00'*), an arc length of 46.58 feet, and a long chord bearing N 01°09'50" W, 42.04 feet (*plat N 01°08'35" E, 42.04'*), to an iron rod set in the southeast right-of-way line of said Three G Road;

THENCE N 43°19'05" E, 547.91 feet (plus N 45°37'30" E, 547.91'), with the northwest boundary line of said Lot 1-A and with the southeast right-of-way line of said Three G Road, to the POINT OF BEGINNING and containing 10.00 acres of land, more or less.

THE STATE OF TEX.  
COUNTY OF HAYS

We, the undersigned, owners of land shown on this plat, and designated herein as the HERNANDEZ ADDITION, subdivision in the City of Niederwald, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purpose and consideration therein expressed.


Gilbert Hernandez, Owner Maria O. Hernandez, Owner

THE STATE OF TEXAS  
COUNTY OF HAYS

Before me, the undersigned authority, on this day personally appeared Gilbert Hernandez and Maria O. Hernandez, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office on this the 19<sup>th</sup> day of February, 2023

Notary Public in and for the State of Texas

 VIVIAN KATELYNN PEREZ  
NOTARY PUBLIC  
STATE OF TEXAS  
MY COMM. EXP. 02/06/26  
NOTARY ID 13357762-7

FILED FOR RECORD this 28 day of March, 20 23 in County, State of Texas. Doc # 23010061 Plat Records of Hays County, Texas.

Elaine H. Cardenas by: Crystal Bertram, Deputy



REPUBLIC  
ENGINEERING & DEVELOPMENT SERVICES

**FROBIS**  
LAND SURVEYING

FROM SH LAND SURVEYING: PO Box 1411, Helms, TX 76533-5411, (254) 624-7688, TBPLS Registration No. 10194672  
REPUBLIC ENGINEERING & DEVELOPMENT SERVICES: PO Box 3123, Harcker Heights, TX 76548, TBPLS Firm No. 2163



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Miller

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

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### Agenda Item:

Discussion and possible action to authorize execution of a General Letter of Understanding for implementation of Employee Navigator, operated by The Blue Orange Solutions, LLC, for County benefits management and authorize a waiver to the County Purchasing Policy. **INGALSBE/SHELL/MILLER**

### Summary:

The Human Resources department utilizes a manual system of benefit enrollment documentation and invoice balancing. We have demonstrated multiple benefit management platform systems and are requesting approval to implement Employee Navigator. Employee Navigator is a comprehensive platform that allows employees to manage their benefits online as well as the county to manage the administration of benefits. Employee Navigator will eliminate dual entry and recordkeeping and improve benefit management processes and analysis. The county's relationship with Aflac allows a partnership between Hays County, Aflac, and Employee Navigator provider The Blue Orange Solutions, at only set up costs for enrollment feeds to providers of \$500 total.

### Fiscal Impact:

Amount Requested: \$500

Line Item Number: 001-677-00.5429

### 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 waiver to the County purchasing policy from obtaining three quotes.

G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing Expense

New Revenue Y/N?: N/A

Comments:

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### Attachments

Blue Orange General Letter of Understanding

EDI Feeds Addendum



## General Letter of Understanding for providing Employee Navigator as an HR and Benefits Enrollment Platform

To Whom it May Concern,

At the Blue Orange Solutions, it is our pleasure to build the Employee Navigator solution for your company.

This is a Letter of Understanding ("the Letter") issued by The Blue Orange Solutions, LLC ("TBOS") to Hays County. The intent of this letter is to set forth the expectations of the relationship between the parties.

This letter contains the conditions and obligations between the parties necessary to provide good and acceptable service in regard to Human Resources Information Solutions ("HRIS"), Enrollment Solutions, Carrier Feeds ("Feeds") for Hays County.

- TBOS agrees to setup and maintain the Employee Navigator solution for your company at no cost to you. (Not including costs for Electronic Data Interchange "EDI" feeds, Payroll Integration or ACA Reporting).
  - Our compensation will be provided by one of the current carriers.
- Hays County agrees to provide all necessary documentation to complete Case Build in a timely manner:
  - **Basic Business Information:** name, address, email, phone, Tax ID, payroll company, HR contacts.
  - **Classes:** full time/part time/seasonal/etc. However your company classifies its employees.
  - **Divisions:** if any--this would be something like locations, departments, etc. (only if needed for tracking purposes).
  - **Eligibility Rules:** this is how the system will determine who receives what benefits (most of the time it is by class) and when the benefits start. (e.g., full-time, 1st of the month after hire date).
  - **Payroll Frequency:** Monthly, Semi Monthly etc. and if there is an adjusted number of deductions; example Bi-Weekly but they only deduct 24 times. We will also need the first pay day for the plan year to set the calendar correctly.
  - **Census:** see attached [SIMPLE CENSUS](#). This is our most basic census that we can load in ENAV. Additional information such as address, email etc., can be included, however we MUST have this minimum.
  - **Benefits:** see attached [CORE RATES Excel Workbook](#). This is a simple format to highlight what benefits are being offered, the monthly rates, and any employer contributions. We also request a copy of your summary of benefits & policy documents to verify benefit offerings on life & disability plans. We can include SBCs, Benefit Booklet, Fliers, Legal Notices, EOI's for employees to view during the enrollment process.
  - **Plan Year:** when does open enrollment start? when are the coverage effective dates?
  - **Carrier Reporting:** if a carrier requires a specific reporting format at the end of open enrollment (e.g., Excel workbook) please provide TBOS with this structure during the initial building phase.
- This service does NOT include:
  - **HR Reporting:** TBOS does not assist in importing or exporting HR reports nor does TBOS support the ongoing creation of HR reports. We will offer a general training on these functions and help guides can be found on the [Zendesk](#).
  - **Maintaining Employee Records:** including, but not limited to entering new hires, terminations, life events and enrollment changes.
  - **834 EDI Feeds:** These are standardized feeds for medical, dental, and vision carriers. TBOS charges a \$250.00 per carrier to setup these feeds. Please note e Employee Navigator has elevated carrier relationships ("Data Exchange"). Data exchange connections are offered at no-cost.



### General Letter of Understanding for providing Employee Navigator as an HR and Benefits Enrollment Platform

- **ACA E-filing:** while TBOS does not provide tax consultation or advice for this function, the function is available for HR Users and Brokers under the ACA TAB. The cost to use this function via NELCO (TBOS will link to this site). The current fee schedule is published on the [Zendesk](#). This fee is subject to change, please confirm with NELCO prior to submitting.
- **Payroll Integration:** Employee Navigator can communicate with certain payroll companies. TBOS will assist in the initial set up at no cost, however costs can be incurred depending on your payroll company. Please discuss this cost with your payroll company contact. Please consult the [Zendesk](#) for current connections and fee schedule.
- Things to consider:
  - If you are requesting current benefits & elections loaded, we can provide this service. However, this is a complex process and will extend the build time. This service is discussed on a case-by-case basis and will require additional reports.
- Timeline:
  - **New Builds:** a typical build usually takes 7 to 10 business days, once all information is received -this is without loading current elections. If current elections are to be included in the initial build this will add an additional 5 to 10 business days to the build. A walk through will be scheduled with Broker, Agent, HR etc., once your portal is ready. We do this to ensure rates, benefits, guides etc. are built correctly and the client is satisfied.
  - **Renewal Builds:**
    - Benefit updates including renewal rates, new SBCs etc. Please use the [CORE RATES WORKBOOK](#) to communicate these changes.
    - Any changes to business structure e.g., payroll cycle, classes, divisions.
  - **Timeline for Renewals:** 3 to 5 business days from date of receiving all documents
- Additional Notes:
  - The Blue Orange Team is here to support you through all the steps in setting up your Employee Navigator platform: the build, employee information imports, reporting at the end of your open enrollment and help with any inconveniences along the way.
  - Many of the functions of Employee Navigator can be found on the [Zendesk](#), or during one of our HR training sessions, which can be scheduled using our [bookings](#) site.
    - Training sessions include:
      - How to input a new hire
      - Terminations
      - Running deduction reports etc.

Authorized Signer's Name: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

Your company's Authorized Signer

Signature: \_\_\_\_\_

Justin Goss | Chief Operating Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_





Addendum to The Blue Orange Solutions General Letter of Understanding:  
**EDI Feeds as a Service**

EDI Feed service:

EDI Feeds are an optional add-on for medical, dental, and vision carriers through the Employee Navigator platform. Carrier (EDI) feeds setup is an electronic agreement between Employee Navigator/TBOS and a carrier e.g., BCBS. These 834 EDI feeds can be set up for a cost of \$250 per carrier. Due at first live production file. Although TBOS will not charge for renewals with the same carrier, the setup fee will apply when switching carriers.

- TBOS agrees to set up and maintain Employee Navigator 834 EDI Carrier Feeds.
  - 834 EDI Feeds can take up to 13 weeks to establish fully, as there are limitations and conditions that must be met.
  - Higher traffic during peak periods will result in longer setup times.
  - Time frames will be dependent on communication from the [Company] and Carrier providing all necessary information.
  - Certain require situational testing that can extend setup times.
  - Please note that carriers, at times, enforce certain participation restrictions that limit the opportunity for smaller cases.
- Hays County agrees to respond to any requests for information and/or clarification in a timely fashion to expedite setup.
- The company agrees to maintain data in both the carrier enrollment platform and Employee Navigator until feed setup is complete.
  - The need to add missing data or resolve large numbers of discrepancies will prolong the setup.
- Setup times are subject to carrier blackout periods (especially during open enrolments), and responsiveness of carriers.
- A list of currently configured 834 EDI connections can be found on Employee Navigator's website.
  - Establishing a connection to a new carrier incurs an additional \$750 setup fee and extends the timeline. The timeline for this service is heavily dependent on communication between the carrier and Employee Navigator.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of Authorized Representative

The Blue Orange Solutions, LLC

\_\_\_\_\_  
Justin Goss – Chief Operating Officer





Addendum to The Blue Orange Solutions General Letter of Understanding:  
**EDI Feeds as a Service**

Please list the Carrier and Carrier contact name and email addresses below for the feeds you wish us to initiate.

Carrier Name	Carrier Contact	Contact Email Address
United Healthcare	Carlos Medrano	carlos_r_medrano@uhc.com
Aflac	Stephanie Garland	stephanie_garland@us.aflac.com
Superior Vision	Scott Yarbrough	scott@mysbsteam.com



## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Shell

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### Agenda Item:

Discussion and possible action to authorize Building Maintenance to install an ADA ramp in front of the Thermon building leading from the parking lot to the building. **SHELL/T.CRUMLEY**

### Summary:

In order to meet ADA compliance for the Thermon building, an ADA ramp needs to be installed in the front parking lot leading to the front door of the building. Building Maintenance has secured two quotes, one from Myers Concrete Construction and one from Brauntex Materials. Myers will perform the labor and Brauntex will provide materials. Hays County currently has a contract with both vendors for these services.

### Fiscal Impact:

Amount Requested: \$10,867.40

Line Item Number: 001-645-00.5741

### Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

### Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes

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

New Revenue Y/N?: N/A

Comments:

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### Attachments

Myers Concrete Quote

Brauntex Quote



MYERS CONCRETE CONSTRUCTION, LP.  
P.O. BOX 2928  
WIMBERLEY, TX 78676  
PHONE 512-847-8000 FAX 512-847-3831  
info@myersconcrete.com  
www.myersconcrete.com  
**HUB/WBE/SBE Certified**

Hays County  
Attn: Chris Deichmann  
512-393-7659

August 3, 2023

**Project Name:** Thermon Drive sidewalk and ramp replacement

### CONTRACT

1. Myers Concrete Construction, LP proposes to supply all labor and materials for the following work described:
  - A. Sidewalk Demo and Replacement of Ramp
    - a. Estimated Man Hours 120 hours @ 57.27 = \$6,872.40
    - b. Estimated Equipment Mini Ex 1 day @ \$495.00 = \$495.00
    - c. Estimated Equipment Bobcat 1 day @ \$420.00 = \$420.00
    - d. Estimated Equipment Hammer 1 day @ \$190.00 = \$190.00
    - e. Haul Off Concrete = 2 loads @ \$300 = \$600.00
    - f. Equipment Mob & Demob = 6 Ea @ \$150.00 = \$900.00
2. Exclusions: Bonds, Permits, De-Watering, Testing, Rock Excavation, Demo, All grades +/- 1/10<sup>th</sup> of a foot by others, Embeds provided by others, and Utilities Not Clearly Marked
3. Myers Concrete Construction, LP will provide Workers Compensation and General Liability Insurance.
4. Contract must be signed and returned prior to any commencement of work
5. 3% Surcharge will be assessed if paying with a credit card
6. Draws paid weekly on percentage of work completed per item, once approved by owner, and payment in full upon completion.
7. **Total Price for ALL Work Listed Above** **\$9,477.40**

Myers Concrete Construction, LP  
By Randy Myers, VP of Myers Concrete, LLC, GP

Hays County

10/25/2021

Date

Date

**RE: concrete quote**

Jesse Amaya <jesse.amaya@co.hays.tx.us>

Wed 8/2/2023 2:40 PM

To: Chris Deichmann <chris.deichmann@co.hays.tx.us>

Cc: Lisa Griffin <lisa.griffin@co.hays.tx.us>

Chris,

The concrete company is Brauntex Materials

If its only 3 yards of concrete your needing I would make a Purchase order for 10 yards – price is \$109.00 a yard and a short load – price is 300.00 for one short load

Class A concrete like the purchase order ya'll made for the courthouse.

I know I sent this over to Chase ( Myers Concrete ) to get the rest of the materials needed.

Let me know if have any more questions

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**From:** Chris Deichmann <chris.deichmann@co.hays.tx.us>

**Sent:** Wednesday, August 2, 2023 2:21 PM

**To:** Jesse Amaya <jesse.amaya@co.hays.tx.us>

**Subject:** concrete quote

Can you assist me on getting a quote for concrete for the Thermon building handicap ramp. Attached is the quotes I received from Myers. Will yall do the haul off on this one too?

Questions, please let me know if you need anything else or if I need to get you more info.

Thanks

Chris Deichmann



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

## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

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### Agenda Item

11:00 a.m. - Budget Workshop regarding the Fiscal Year 2024 budget. Possible action may follow. **BECERRA/DORSETT**

### Summary

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

## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Constable David Peterson

Sponsor:

Commissioner Ingalsbe

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### Agenda Item

Executive Session pursuant to Sections 551.071, 551.074, and 551.076 of the Texas Government Code: consultation with counsel and deliberation regarding the deployment of security personnel or devices at the Hays County Government Center and each individual position within the Constables Office for Precinct 1. **INGALSBE**

### Summary

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AGENDA ITEM REQUEST FORM: **M. 2.**

## Hays County Commissioners Court

Date: 08/08/2023

Requested By:

Sponsor:

Judge Becerra

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### Agenda Item

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

**BECERRA**

### Summary

Additional information will be provided during Executive Session.

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