

**Commissioners Court -- SEPTEMBER 12, 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 **SEPTEMBER 12, 2023**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. CALL TO ORDER

B. INVOCATION

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

D. ROLL CALL

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

F. PRESENTATIONS & PROCLAMATIONS

1. Adopt a Proclamation recognizing the week of September 17-23, 2023 as Constitution Week. **BECERRA**
2. Adopt a Proclamation recognizing September 16, 2023 as the 2nd Annual Hispanic Heritage Exhibition Walk Day. **BECERRA**

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

1. Approve payments of County invoices. **VILLARREAL-ALONZO**
2. Approve the payment of Juror checks. **TENORIO**
3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**
4. Approve Commissioners Court Minutes of September 5, 2023. **BECERRA/CARDENAS**
5. Approve the payment of the September 15, 2023 payroll disbursements in an amount not to exceed \$3,800,000 effective September 15, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**
6. Authorize the Commissioner Precinct 1 Office to support Bowie Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff. **INGALSBE**
7. Authorize the Commissioner Precinct 1 Office to support De Zavala Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff. **INGALSBE**

8. Accept additional funding from the Texas Juvenile Justice Department for Salary Adjustments for Juvenile Probation and Supervisory Officers and amend the budget accordingly. **BECERRA/DAY**
9. Approve the transfer of Commissioners Court authorizations, previously granted to the Office of General Counsel, to the Civil Division of the Hays County Criminal District Attorney's Office. **INGALSBE**
10. Authorize the purchase of one APC Smart-UPS for the Combined Emergency Communication Center and amend the budget accordingly. **SHELL/INGALSBE/ROBINSON**
11. Approve Utility Permit. **SMITH/BORCHERDING**
12. Accept the delivery of the Quarterly Auditor Reports for the Sheriff Off-Duty Vehicle Fees and Sheriff Fees of Office for the audit period October 2022 through December 2022. **VILLARREAL-ALONZO**
13. Accept delivery of the Internal Examination report for the Constable Precinct 1 Office. **VILLARREAL-ALONZO**
14. Approve an increase of \$200.00 in the Tax Office change fund as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d). **SHELL/VILLARREAL-ALONZO**
15. Authorize the Commissioner Pct. 1 Office to support Owen Goodnight Middle School in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff. **INGALSBE**
16. Approve the Property Use Policy incorporating slight property location oversights and the changes requested by the Commissioners Court on September 5, 2023. **SHELL**
17. Approve specifications for RFP 2023-P11 Property & Liability Insurance and authorize Purchasing to solicit for proposals and advertise. **BECERRA/MILLER**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, acceptance of the maintenance bond #2322927 in the amount of \$207,976.09, and acceptance of the revegetation bond #2322927 in the amount of \$11,784.00 for Prairie Lakes Phase 1, Section 1. **COHEN/BORCHERDING**
2. Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, acceptance of the maintenance bond #602-201414-7 in the amount of \$231,368.76, Headwaters at Barton Creek, Phase 3. **SMITH/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-1956-PC; Discussion and possible action regarding the 3-G Ranch Addition, Section 3, Lot 5, Replat. **INGALSBE/PACHECO**

K.

MISCELLANEOUS

1. Discussion and possible action to approve Joint Election Agreements for the November 7, 2023 for local political subdivisions that will run jointly with the Constitutional Amendment Election Pursuant to Texas Election Code Sec. 271.002. **BECERRA/DOINOFF**
2. Discussion and possible action to appoint personnel for the November 7, 2023, Constitutional Amendment Election. **INGALSBE/DOINOFF**
3. Discussion and possible action to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy. **INGALSBE/MILLER**

4. Discussion and possible action to reinstate dates of employment during period of unemployment for Amanda Cowan. **COHEN**
5. Discussion and possible action to accept the resignation of Commissioner Debbie Ingalsbe from the Board of Directors of the Greater San Marcos Partnership (GSMP) and approve the appointment of Judge Ruben Becerra to the Board of Directors of Greater San Marcos Partnership to replace her after her term ends on October 19, 2023. **INGALSBE**

L.

EXECUTIVE SESSIONS

The Commissioners Court will announce that it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation and personnel matters as specifically listed on this agenda. The Commissioners Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

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

M.

STANDING AGENDA ITEMS

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

1. Discussion and possible action related to the burn ban. **BECERRA**
2. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**
3. Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**
4. Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). **BECERRA**
5. Updates of community health assessment by local health department. **BECERRA**
6. Discussion and possible action related to proposed bills in the 87th Regular Session of the Texas Legislature and to consider adoption of resolution(s) regarding proposed bills. The Court may opt to withdraw to Executive Session during this item to consult with legal counsel pursuant to Texas Government Code 551.071. **SMITH**
7. Updates on measurable advancement of Pretrial Services to include the areas of staffing, equipment, training, operations and policy, by Director of Pre-Trial Services Randy Focken. **BECERRA**

N. **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 8th day of September, 2023
COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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



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

Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation recognizing the week of September 17-23, 2023 as Constitution Week. **BECERRA**

Summary

See attached proclamation.

Attachments

Constitution Week Proclamation



**PROCLAMATION RECOGNIZING
SEPTEMBER 17-23 2023 AS CONSTITUTION WEEK**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2023, marks the two hundred and thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, to the patriotic celebrations which will commemorate it; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week; and

NOW, THEREFORE, BE IT RESOLVED that Hays County Commissioners Court does hereby proclaim the week of September 17 through September 23, 2023 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

ADOPTED THIS THE 12th DAY OF SEPTEMBER 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation recognizing September 16, 2023 as the 2nd Annual Hispanic Heritage Exhibition Walk Day.
BECERRA

Summary

See attached proclamation.

Attachments

Proclamation



**PROCLAMATION RECOGNIZING SEPTEMBER 16, 2023 AS
HISPANIC HERITAGE EXHIBITION WALK DAY**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the recorded Hispanic Heritage has been part of the DNA of American culture for over 480 years with undeniable influence in education, public safety, infrastructure, economic development, and governance; and

WHEREAS, in the words of Cesar Chavez, "Preservation of one's own culture does not require the contempt or disrespect for other cultures," and, thus, celebrate the contributions of the robust Hispanic Diaspora that includes Argentina, Bolivia, Brazil, Chile, Columbia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Uruguay and Venezuela; and

WHEREAS, community members of Hays County are proud of their Mexican heritage that includes Native American and Spanish blood, identifying themselves as Mexican-American, Chicano, Latino, Spanish, Tejano or Hispanic, there are other South American countries whose people have become part of the colorful fabric which has added to the Texas culture that sometimes is impossible to separate from "Tex-Mex;" and

WHEREAS, humanity and centuries of hope and sacrifice has brought us to commemorate the strong and visible roots of Hispanic Heritage which has contributed to the infrastructure in farming, business, science, and the performing arts, in the national, regional, and local landscape of our nation; and

WHEREAS, Hays County encourages and promotes strong and inclusive communities that recognize and celebrate efforts to bring people together for a greater good; and

WHEREAS, the annual Hispanic Heritage Exhibition Walk, sponsored by LULAC 654 and Centro Cultural Hispano de San Marcos, serves as a kick-off event for Hispanic Heritage Month that is celebrated September 15 through October 15; and

WHEREAS, all communities in Hays County are invited to join in unity to celebrate our diverse cultures by participating in the 2nd Annual Hispanic Heritage Exhibition Walk in San Marcos, Texas, on September 16, 2023;

NOW, THEREFORE BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim September 16th as Hispanic Heritage Exhibition Walk Day and encourages citizens to recognize the positive impacts of the county's Hispanic people.

ADOPTED THIS THE 12th DAY OF SEPTEMBER 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen, Ph.D.
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



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

Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of September 5, 2023. **BECERRA/CARDENAS**

Summary

Attachments

09-05-2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



SEPTEMBER 5, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 5th DAY OF SEPTEMBER 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
ANNE MEDINA	DEPUTY 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, Hays County Chaplain, 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

Lauren Foye, President of Prevent a Litter (PALS) of Central Texas, made a public comment requesting funding for operations and community outreach. Anne Medina, Deputy County Clerk, read an emailed public comment from Rebecca Prince in support of allocating American Rescue Plan Act (ARPA) funds to TruChoice Pregnancy Resource Center.

39361 Adopt a proclamation recognizing September 2023 as National Suicide Prevention and Action Month.

Kathy Rivera, Cenikor Foundation, spoke about the Mental Health Coalition's and the Core Four Partnership's purpose. The Court thanked the organizations for their work and spoke about the importance of suicide prevention. Commissioner Smith encouraged collaboration with the Hays County Behavioral Advisory Team. Judge Becerra spoke about the importance of mental health.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a proclamation recognizing September 2023 as National Suicide Prevention and Action Month.

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

5 - 0 Passed - Unanimously

39362 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

39363 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

**39364 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

39365 Approve Commissioners Court Minutes of August 22, 2023.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of August 22, 2023.

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

5 - 0 Passed - Unanimously

39366 Authorize the Commissioner Precinct 1 Office to support Mendez Elementary in the San Marcos Consolidated Independent School District (SMCISD) with interest-based activities and opportunities for Mendez students.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Commissioner Precinct 1 Office to support Mendez Elementary in the San Marcos Consolidated Independent School District (SMCISD) with interest-based activities and opportunities for Mendez students.

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

5 - 0 Passed - Unanimously

39367 Authorize payment to 4-Way Auto, LLC. in the amount of \$898.46 related to Constable Pct. 2 vehicle repairs in which no purchase order was issued as required per the County Purchasing Policy.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize payment to 4-Way Auto, LLC. in the amount of \$898.46 related to Constable Pct. 2 vehicle repairs in which no purchase order was issued as required per the County Purchasing Policy.

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

5 - 0 Passed - Unanimously

39368 Authorize additional funding for the Treasurer's Office for continuing education training and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize additional funding for the Treasurer's Office for continuing education training and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39369 Authorize the Sheriff's Office to convert a vacant Transportation Deputy slot 0550-075 to a Transportation Corrections Officer position effective 9/5/2023 and move the budgeted position to the Jail Division operating budget and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to convert a vacant Transportation Deputy slot 0550-075 to a Transportation Corrections Officer position effective 9/5/2023 and move the budgeted position to the Jail Division operating budget and amend the budget accordingly.

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

5 - 0 Passed - Unanimously



39370 Authorize reimbursement in the amount of \$24,050.00 for high fencing to be constructed along the perimeter of Hays County's 1,068.45 acre conservation easement located in Precinct 3, south of the La Cima subdivision.

Dan Lyon made a public comment concerning the cost of the fence and installation. Commissioner Shell explained the county agreed to share the cost of the fence with the landowner, and it is important for the security of the preserve. Commissioner Smith stated this is a fair price.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize reimbursement in the amount of \$24,050.00 for high fencing to be constructed along the perimeter of Hays County's 1,068.45 acre conservation easement located in Precinct 3, south of the La Cima subdivision.

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

5 - 0 Passed - Unanimously

39371 Authorize the Justice of the Peace, Precinct 1-2 Office to purchase one Dell OptiPlex 7010 utilizing the Justice Court Technology Fund and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Justice of the Peace, Precinct 1-2 Office to purchase one Dell OptiPlex 7010 utilizing the Justice Court Technology Fund and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39372 Authorize payment to Carol Bedrich for the purchase of consumable items for the Behavioral Advisory Team (BAT) meeting in the amount of \$271.26.

Commissioner Smith stated he anticipates a similar request at the next meeting, and it will most likely be paid for from the Community Outreach fund.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize payment to Carol Bedrich for the purchase of consumable items for the Behavioral Advisory Team (BAT) meeting in the amount of \$271.26.

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

5 - 0 Passed - Unanimously

39373 Approve renewal of RFP 2020-P08 Election Form Printing Services with AMG Printing.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve renewal of RFP 2020-P08 Election Form Printing Services with AMG Printing.

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

5 - 0 Passed - Unanimously

39374 Approve renewal of RFP 2019-P05 Employee Assistance Program for one (1) additional year as stated in the original proposal, effective August 1, 2023.

Dan Lyon made a public comment concerning the cost of the program and the timeline of approving the contract. Stephanie Hunt, First Assistant County Auditor, explained the renewal was overlooked and this is asking the Court to ratify the contract back to August 1st so there is no lapse in coverage. Shari Miller, Director of Human Resources, stated the annual cost of this program is \$12,075, which is reimbursed by United Healthcare, and spoke about the services it provides Hays County employees.

A motion was made by Commissioner Cohen, seconded by Commissioner Shell to approve renewal of RFP 2019-P05 Employee Assistance Program for one (1) additional year as stated in the original proposal, effective August 1, 2023.

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

5 - 0 Passed - Unanimously



39375 Accept the delivery of the Internal Examination reports for the Fiscal Year 2022 District Attorney Chapter 59, Justice of the Peace Precinct 2 Office, Constable Precinct 4 Office, and the Constable Precinct 5 Office.

Dan Lyon made a public comment concerning inconsistencies with Vehicle Identification Numbers in the reports. Marisol Villarreal-Alonzo, Hays County Auditor, explained there were errors in the reports that have been corrected and spoke about her recommendations for segregation of duties and improving accuracy. Commissioner Shell thanked the Auditor's Office for their thoroughness.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept the delivery of the Internal Examination reports for the Fiscal Year 2022 District Attorney Chapter 59, Justice of the Peace Precinct 2 Office, Constable Precinct 4 Office, and the Constable Precinct 5 Office.

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

5 - 0 Passed - Unanimously

39376 Authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2023 Hays County SOC 1 Audit.

Marisol Villarreal-Alonzo, Hays County Auditor, explained the SOC 1 Audit is an audit of the internal controls of the Tax Office, which is useful for both the county and the agencies the office collects funds for. The Court discussed with Villarreal-Alonzo, Tucker Furlow, Assistant Criminal District Attorney - Civil Division, and Stephanie Hunt, First Assistant County Auditor, the possibility of conducting an external audit of the Treasurer's Office.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of an Engagement Letter with ABIP, PC for services related to the Fiscal Year 2023 Hays County SOC 1 Audit.

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

5 - 0 Passed - Unanimously

Authorize the submission of a grant application to the National Rifle Association (NRA), NRA Foundation Grant in the amount of \$1,430.00.

Commissioner Smith explained this grant is for training ammunition for the Sheriff's Office. Judge Becerra stated law enforcement are fully funded without this grant. Commissioner Ingalsbe stated she is unable to support this item. Commissioner Smith, Commissioner Ingalsbe, and Judge Becerra spoke about their views regarding this item.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the submission of a grant application to the National Rifle Association (NRA), NRA Foundation Grant in the amount of \$1,430.00.

AYE: Commissioner Shell, Commissioner Smith

NAY: Commissioner Ingalsbe, Commissioner Cohen, Judge Becerra

2 - 3 Failed

39377 Authorize the acceptance of a grant award from the Department of Justice, Bureau of Justice Assistance, State Criminal Alien Assistance Program (SCAAP) in the amount of \$140,544.00.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the acceptance of a grant award from the Department of Justice, Bureau of Justice Assistance, State Criminal Alien Assistance Program (SCAAP) in the amount of \$140,544.00.

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

5 - 0 Passed - Unanimously

39378 Authorize the acceptance of a grant award from the Office of the Attorney General (OAG), Statewide Automated Victim Notification Service (SAVNS) grant program in the amount of \$30,285.26.



A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the acceptance of a grant award from the Office of the Attorney General (OAG), Statewide Automated Victim Notification Service (SAVNS) grant program in the amount of \$30,285.26.

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

5 - 0 Passed - Unanimously

39379 Approve the amended Property Use Policy.

Commissioner Shell recommended changing language regarding park locations due to the possibility of precinct changes during redistricting.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the amended Property Use Policy.

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

5 - 0 Passed - Unanimously

39380 Approve the Hart Intercivic repair estimate in the amount of \$4,000.00 for 5 Duo Touch, 2 Controller, and 1 Duo Go that are no longer under warranty, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the Hart Intercivic repair estimate in the amount of \$4,000.00 for 5 Duo Touch, 2 Controller, and 1 Duo Go that are no longer under warranty, and authorize a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a)(7)(D) and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39381 Authorize reimbursement of travel expenses related to Animal Advisory committee member, Sharri Boyett attendance to the 2023 Best Friends National Conference in Houston, Texas related to Animal Welfare and amend the budget accordingly.

Commissioner Smith expressed concern over reimbursing a volunteer without prior approval from the Court. Commissioner Shell suggested bringing items like this to Court prior to the event, similar to out of state travel agenda items. Vickie Dorsett, Hays County Budget Officer, stated it is recommended to fund this from the Countywide fund, but there is also additional funding available in the County Judge's Community Program fund. Judge Becerra clarified that moving forward, reimbursement for volunteer travel will be brought to the Court prior to the event.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize reimbursement of travel expenses related to Animal Advisory committee member, Sharri Boyett attendance to the 2023 Best Friends National Conference in Houston, Texas related to Animal Welfare and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39382 Authorize payment to Interstate Towing in the amount of \$500.00 for the Transportation Department related to the towing of a county vehicle where no purchase order was issued as required per the Hays County purchasing policy.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize payment to Interstate Towing in the amount of \$500.00 for the Transportation Department related to the towing of a county vehicle where no purchase order was issued as required per the Hays County purchasing policy.

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

5 - 0 Passed - Unanimously



39383 Discussion and possible action to authorize the execution of Change Order No. 2 in the amount of (\$58,334.78) to the Construction Contract with Aaron Concrete Contractors, LP for the Darden Hill Roundabout (IFB2023-B11) project as part of the Hays County Road Bond Program in Precinct 4.

Commissioner Smith explained this is for changes and unanticipated costs for the Darden Hill Roundabout project in front of Cypress Springs Elementary School, and substantial completion of the project is expected before the end of the year.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of Change Order No. 2 in the amount of (\$58,334.78) to the Construction Contract with Aaron Concrete Contractors, LP for the Darden Hill Roundabout (IFB2023-B11) project as part of the Hays County Road Bond Program in Precinct 4.

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

5 - 0 Passed - Unanimously

39384 Discussion and possible action to authorize the County Judge to execute a Contract Amendment with HDR Engineering, Inc. pursuant to the Professional Services Agreement for Robert S. Light Boulevard Signal Light Study.

Commissioner Smith stated both the City of Buda and the Texas Department of Transportation are working to expedite this project. Jerry Borcharding, Director of Transportation, stated there recently was a fatal accident at this intersection and it is important that this study is completed. Commissioner Smith stated the County is also looking into interim measures to improve safety while the study is being conducted.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Contract Amendment with HDR Engineering, Inc. pursuant to the Professional Services Agreement for Robert S. Light Boulevard Signal Light Study.

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

5 - 0 Passed - Unanimously

39385 Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 2 in the amount of \$49,600.00 to the Professional Services Agreement for right-of-way acquisition services with LJA Engineering, Inc. for the Hillside Terrace Safety Improvements (IH 35 to FM 2001) project in Precinct 2.

Commissioner Cohen stated this increases the contract compensation for the work on the Hillside Terrace project which includes land planning, estimating, transcriber, and interpreter services.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Contract Amendment No. 2 in the amount of \$49,600.00 to the Professional Services Agreement for right-of-way acquisition services with LJA Engineering, Inc. for the Hillside Terrace Safety Improvements (IH 35 to FM 2001) project in Precinct 2.

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

5 - 0 Passed - Unanimously

39386 Discussion and possible action to authorize the County Judge to execute a TIA Contribution Agreement related to Hymeadow Subdivision, Section 2, Phase 3, between Hays County and Clayton Properties Group Inc., dba Brohn Homes in the amount of \$45,424.00.

Commissioner Ingalsbe stated the traffic impact analysis outlines the per lot contribution of \$334 to be spent on traffic and transportation improvements related to the construction of Hymeadow Subdivision.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Judge to execute a TIA Contribution Agreement related to Hymeadow Subdivision, Section 2, Phase 3, between Hays County and Clayton Properties Group Inc., dba Brohn Homes in the amount of \$45,424.00.

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

5 - 0 Passed - Unanimously



39387 Discussion and possible action to approve the selection of Lockwood, Andrews and Newnam, Inc. (LAN) to provide engineering services for Old Stagecoach at Post Road Intersection project in Precinct 3; and authorize staff and counsel to negotiate a contract.

Commissioner Shell stated this was brought to his attention by a recent accident that caused a fire, and the intersection now serves a large park and subdivision and is due for improvements. Jerry Borcharding, Director of Transportation, stated a roundabout will likely be recommended.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the selection of Lockwood, Andrews and Newnam, Inc. (LAN) to provide engineering services for Old Stagecoach at Post Road Intersection project in Precinct 3; and authorize staff and counsel to negotiate a contract.

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

5 - 0 Passed - Unanimously

39388 Hold a public hearing with possible action to establish a 4-way stop at the intersection of Hillside Terrace, Green Meadows Lane, and Heron Drive.

Judge Becerra opened the Public Hearing at 10:23 a.m. No comments were made. Judge Becerra closed the Public Hearing at 10:23 a.m.

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

5 - 0 Passed - Unanimously

39389 Hold a public hearing with possible action to establish a 25 MPH speed limit on Great Northern and Santa Fe Run.

Judge Becerra opened the Public Hearing at 10:23 a.m. No comments were made. Judge Becerra closed the Public Hearing at 10:23 a.m.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to establish a 25 MPH speed limit on Great Northern and Santa Fe Run.

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

5 - 0 Passed - Unanimously

39390 Hold a public hearing with possible action to establish a 25 MPH speed limit on Rolling Meadows Lane.

Judge Becerra opened the Public Hearing at 10:23 a.m. No comments were made. Judge Becerra closed the Public Hearing at 10:23 a.m.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to establish a 25 MPH speed limit on Rolling Meadows Lane.

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

5 - 0 Passed - Unanimously

39391 Hold a public hearing with possible action to establish a 35 MPH speed limit on Sawyer Ranch Road.

Judge Becerra opened the Public Hearing at 10:23 a.m. No comments were made. Judge Becerra closed the Public Hearing at 10:23 a.m.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to establish a 35 MPH speed limit on Sawyer Ranch Road.

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

5 - 0 Passed - Unanimously



39392 Hold a public hearing with possible action to establish a 25 MPH speed limit within the Green Pastures Subdivision.

Judge Becerra opened the Public Hearing at 10:23 a.m. No comments were made. Judge Becerra closed the Public Hearing at 10:23 a.m.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to establish a 25 MPH speed limit within the Green Pastures Subdivision.

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

5 - 0 Passed - Unanimously

39393 Discussion and possible action to call for a public hearing on September 19, 2023, to establish a 3-way stop at the intersection of Green Pastures Road and Country Lane.

Judge Becerra thanked the Commissioners for their work on road improvements and safety.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a public hearing on September 19, 2023, to establish a 3-way stop at the intersection of Green Pastures Road and Country Lane.

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

5 - 0 Passed - Unanimously

39394 Discussion and possible action to call for a public hearing on September 19, 2023, to establish a 3-way stop at the intersection of Bunton Lane, Heidenreich Lane, and Dairy Road.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to call for a public hearing on September 19, 2023, to establish a 3-way stop at the intersection of Bunton Lane, Heidenreich Lane, and Dairy Road.

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

5 - 0 Passed - Unanimously

39395 Discussion and possible action to consider the release of the 2-year maintenance bond #PB03016800710 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 Shell, seconded by Commissioner Ingalsbe to release the 2-year maintenance bond #PB03016800710 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

39396 Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, acceptance of the maintenance bond #PB03016800910M1 in the amount of \$58,887.84, and acceptance of the revegetation bond #PB03016800910M in the amount of \$45,070.00 for Caliterra, Phase 5, Section 14.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept road construction and surface drainage improvements, accept the maintenance bond #PB03016800910M1 in the amount of \$58,887.84, and accept the revegetation bond #PB03016800910M in the amount of \$45,070.00 for Caliterra, Phase 5, Section 14.

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

5 - 0 Passed - Unanimously

39397 Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, release of the Letter of Credit #20234029 in the amount of \$69,260.00, acceptance of the maintenance bond #4461007 in the amount of \$56,682.10, and acceptance of the revegetation bond #4461010 in the amount of \$6,666.00 for 6 Creeks subdivision, Phase 1, Section 7.



A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept road construction and surface drainage improvements, release the Letter of Credit #20234029 in the amount of \$69,260.00, accept the maintenance bond #4461007 in the amount of \$56,682.10, and accept the revegetation bond #4461010 in the amount of \$6,666.00 for 6 Creeks subdivision, Phase 1, Section 7.

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

5 - 0 Passed - Unanimously

39398 Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, accept the maintenance bond #4461009 in the amount of \$52,704.60, and acceptance of the revegetation bond #4461011 in the amount of \$5,928.00 for 6 Creeks subdivision, Phase 1, Section 12.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept road construction and surface drainage improvements, accept the maintenance bond #4461009 in the amount of \$52,704.60, and accept the revegetation bond #4461011 in the amount of \$5,928.00 for 6 Creeks subdivision, Phase 1, Section 12.

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

5 - 0 Passed - Unanimously

39399 PLN-2237-NP; Discussion and possible action regarding the Sorrell Hill Subdivision, Final Plat.

Marcus Pacheco, Director of Development Services, provided background on the property and stated staff recommends approval.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the Sorrell Hill Subdivision, Final Plat (PLN-2237-NP).

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

5 - 0 Passed - Unanimously

39400 PLN-2248-PC; Discussion and possible action regarding Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat.

Marcus Pacheco, Director of Development Services, provided background on the property and stated staff recommends approval.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve Burnett Ranch, Sec 4, Blk 1, Lot 13, Replat (PLN-2248-PC).

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

5 - 0 Passed - Unanimously

39401 Discussion and possible action to approve the order setting rates of compensation for person(s) service as Grand Jurors or Petit Jurors in Civil or Criminal cases in District Court, County Court, County Court-at-Law or Justice Court(s) effective September 1, 2023.

Daphne Tenorio, Hays County Treasurer, stated an increase in juror payment amounts went into effect on September 1st, 2023 and this will update the county's policies and processes.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to approve the order setting rates of compensation for person(s) service as Grand Jurors or Petit Jurors in Civil or Criminal cases in District Court, County Court, County Court-at-Law or Justice Court(s) effective September 1, 2023.

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

5 - 0 Passed - Unanimously

39402 Discussion and possible action to approve the 2024 Sheriff & Constable Fees.



Vickie Dorsett, Hays County Budget Officer, stated she plans to recommend an increase to the vehicle usage fees. Marisol Villarreal-Alonzo, Hays County Auditor, stated she plans to change the format of the Constables' off duty vehicle reports. The Court discussed fees for off duty use of vehicles both in and out of the County and fees for use of vehicles by non-profit organizations.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to approve the 2024 Sheriff & Constable Fees, excluding the vehicle use fees.

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

5 - 0 Passed - Unanimously

39403 Discussion and possible action to authorize the County Clerk's Office to procure a credit card in an amount not to exceed \$3,500.00 from the County Depository Bank.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the County Clerk's Office to procure a credit card in an amount not to exceed \$3,500.00 from the County Depository Bank.

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

5 - 0 Passed - Unanimously

39404 Discussion and possible action to authorize the Human Resources Department to hire a temporary Communications Manager to finalize the website upgrade with an effective date of 9/10/23 to end on or before 12/31/23.

Commissioner Shell stated this will allow Human Resources to retain a current employee long enough to finish the county website update.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the Human Resources Department to hire a temporary Communications Manager to finalize the website upgrade with an effective date of 9/10/23 to end on or before 12/31/23.

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

5 - 0 Passed - Unanimously

39405 Discussion and possible action to adopt the Resolution of the Hays County Commissioners Court Approving Procedures for Various Development Applications.

Marcus Pacheco, Director of Development Services, explained this coincides with changes to the Texas Local Government Code pertaining to development processes and procedures that went into effect on September 1st, 2023, and would designate plat application approval authority to Development Services. Commissioner Shell spoke about future plans to update the Hays County Development Regulations and clarifying language regarding preliminary plans, development agreements, and condominium regimes. Judge Becerra asked for the new processes to be reviewed for unnecessary redundancies. Commissioner Smith spoke about a recent legislative change that allows property owners to petition to be removed from a city's extraterritorial jurisdiction, which will create additional work for Development Services, as well as plans for an expedited inspection certification process. Mike Jones, Director of the Office of Emergency Services, spoke about timelines for Fire Marshal and Transportation Department inspections.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt the Resolution of the Hays County Commissioners Court Approving Procedures for Various Development Applications.

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

5 - 0 Passed - Unanimously

39406 Discussion and possible action to consider the creation of a Veterans Commission whose duties would be to collaborate with countywide, veteran-focused organizations to support and promote veterans' needs.



Jude Prather, Hays County Veteran Services Officer, spoke about his vision for the Veterans Commission and suggested formalizing a process for naming roads after veterans. The Court discussed possibilities for the commission with Prather, including collaborating with and increasing coordination between organizations across the County and appointing members to the commission.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to create a Veterans Commission whose duties would be to collaborate with countywide, veteran-focused organizations to support and promote veterans' needs.

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

5 - 0 Passed - Unanimously

39407 Discussion and possible action authorizing the execution of a Professional Services Agreement with WD Brown & Associates, PLLC regarding forensic financial investigation services and data analytics and amend the budget accordingly.

Tucker Furlow, Assistant Criminal District Attorney - Civil Division, stated this is for current and future financial investigations in the Sheriff's Office.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of a Professional Services Agreement with WD Brown & Associates, PLLC regarding forensic financial investigation services and data analytics and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39408 Discussion and possible action to authorize the Human Resources Department to purchase two battery powered track stair chairs for safety purposes and amend the budget accordingly.

Shari Miller, Director of Human Resources, explained these chairs would be used to assist with evacuations in emergency situations. Mike Jones, Director of the Office of Emergency Services, stated these would be used for those that are not in wheelchairs, but are unable to easily go downstairs. The Court discussed the advantages and disadvantages of these chairs and other options.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the Human Resources Department to purchase two battery powered track stair chairs for safety purposes and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39409 Discussion and possible action to accept a Proposal with Vaughn Construction related to the Hays County Jail Attorney Visitation renovation.

Terry Whitman with ECM, project manager for the 2017 Public Safety Bond Program, explained this project is the expansion and renovation of the attorney visitation areas which is needed due to the creation of the Public Defender's Office. This project will double the visitation space.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept a Proposal with Vaughn Construction related to the Hays County Jail Attorney Visitation renovation.

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

5 - 0 Passed - Unanimously

39410 Discussion and possible action to authorize additional funding for 8/31/23 to 9/30/23 paid interns for the County Courts at Law and amend the budget accordingly.

Judge Jimmy Alan Hall, Hays County Court at Law 1, stated this will fund interns from Texas State University for the rest of this fiscal year and spoke about the value of this internship program.



A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize additional funding for 8/31/23 to 9/30/23 paid interns for the County Courts at Law and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

Clerk's Note: Judge Becerra called for a recess that began at 11:02 a.m. and resumed back into open court at 11:09 a.m.

11:00 a.m. - Hold a public hearing on the Fiscal Year 2024 proposed tax increase.

Judge Becerra opened the Public Hearing at 11:09 a.m. Dan Lyon spoke about his concerns with property appraisals and taxes, as well as county spending on the salary study and new positions. Judge Becerra clarified the amount spent on the salary study and spoke about why it was needed. Commissioner Shell further clarified the amount Mr. Lyon referenced was the amount set aside to implement recommendations from the study, not fund the study. Judge Becerra closed the Public Hearing at 11:14 a.m. Vickie Dorsett, Hays County Budget Officer, reviewed the proposed tax rates and stated the final Public Hearing will be on September 19th, 2023 at 1 p.m. Jenifer O'Kane, Hays County Tax Assessor-Collector, spoke about her office's role in the taxation process. Commissioner Cohen suggested holding more town halls to help residents understand county taxes.

Clerk's Note: Executive Session began at 11:52 a.m. and resumed back into open court at 11:58 a.m.

39411 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Shell, seconded by Judge Becerra related to the County's purchase of fee title in 102.8 acres of property, commonly known as the "Elsik Tract" and located west by northwest of San Marcos, Texas, in Precinct 3, authorize the Civil Division to negotiate and finalize the extension of the grazing lease already existing on the property from the date of closing until end of February 2024.

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 544 for the week of August 27, 2023, with a peak of 573 inmates on August 31, 2023. The estimated cost for outsourcing inmates this week was \$159,825. The average number of outsourced males is 240 and females is 6. This week's inmates were housed in the following counties: Comal, Haskell, and Maverick. The number of "paper-ready" inmates who are now wardens of the state is 46.

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 11:59 a.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on SEPTEMBER 5, 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: 09/12/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

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

Summary



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Commissioner Precinct 1 Office to support Bowie Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff. **INGALSBE**

Summary:

The Commissioner Precinct 1 Office would like to provide sponsorship funding to Bowie Elementary for the annual Bowie Champion Family Night. This event will be held at Bowie Elementary School, 4020 Monterrey Oak, San Marcos, on September 28, 2023 for the 2023-2024 school year.

Objectives are:

- Engage students to fall in love with learning.
- Encourage students interests.
- Encourage relationships with students, families and staff with campus visits.
- Create lifelong memories and memorable experiences.

Attachment: Bowie Elementary Sponsorship Letter

Funds are available within the Commissioner's operating budget to provide sponsorship support.

Fiscal Impact:

Amount Requested: \$250.00

Line Item Number: 001-601-00.5353

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires Commissioners Court Approval

G/L Account Validated Y/N?: Yes, Community Program Expenses

New Revenue Y/N?: N/A

Comments:

Attachments

Sponsorship Request



Bowie Elementary School

4020 Monterrey Oak | San Marcos, Texas 78666 | OFFICE 512.393.6200 | FAX 512.393.6210

August 17, 2023

Hays county Commissioners Court

Attn: Commissioner, Precinct 1, Debbie Ingalsbe

111 E. San Antonio St. Ste. 304

Dear Commissioner Ingalsbe,

My name is Barbara Saucedo, and I am the Parent Liaison of Bowie Elementary in San Marcos CISD. Bowie Elementary is so very grateful for your consideration of your monetary donation. One of our values at Bowie Elementary is to ensure every student has the opportunity to engage and fall in love with learning.

Bowie Elementary is equitable and inclusive in serving students interests and opportunities. We are committed to making life long intentional relationships with our community.

With your gracious donation of \$250.00, Bowie will have the opportunity to provide our families, with the supplies needed to create our Bowie Champion Family Night this September 28, 2023. This event has been a part of Bowie for many years. Family Night is all-inclusive with games, food and making life long memories.

On behalf of the Bowie Champion families, we want to thank you and the Hays County Commissioners Court for consideration of your generous donation. We greatly appreciate this opportunity and love for our families.

Gratefully,

Barbara Saucedo

Parent Liaison of Bowie Elementary



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Commissioner Precinct 1 Office to support De Zavala Elementary in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff. **INGALSBE**

Summary:

The Commissioner Precinct 1 Office would like to provide sponsorship funding to De Zavala Elementary for educational activities to include Back to School Night, Reading Night, Open House, and Grandparents Day. These events will be held at De Zavala Elementary, 150 East De Zavala Drive, San Marcos, during the month of September for the 2023-2024 school year.

Objectives:

- Encourage partnerships with students, families and staff with campus visits.
- Build students interests to fall in love with learning.
- Engage students to fall in love with reading.
- Encourage learning about different cultures.
- Promote unity in the classrooms.
- Provide memorable experiences to students.

Attachment: De Zavala Elementary Sponsorship Letter

Funds are available within the Commissioner's operating budget to provide sponsorship support.

Fiscal Impact:

Amount Requested:\$250

Line Item Number: 001-601-00.5353

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires Commissioners Court Approval

G/L Account Validated Y/N?: Yes, Community Program Expenses

New Revenue Y/N?: N/A

Comments:

Attachments

Sponsorship Request



De Zavala Elementary School

150 East De Zavala Drive | San Marcos, Texas 78666 | OFFICE 512.393.6250 | FAX 512.392.0620

August 28, 2023

Hays County Commissioner Court
Attn: Commissioner, Precinct 1, Debbie Ingalsbe
111 E. San Antonio St. Ste. 304

Dear Commissioner Ingalsbe,

My name is Sylvia Ybarra, and I am the Parent Liaison at De Zavala Elementary School in the San Marcos CISD. We were filled with such gratitude when we received the news about your consideration of your monetary donation.

Your contribution makes it possible for us to promote educational activities, for students and their families, to include Back to School Night, Open House, Grandparents Day and Reading Night, all held in September. Here at De Zavala, it is very important for us to learn about our cultures and grow as one. This is only possible because of thoughtful contributions from generous people like yourself.

On behalf of the De Zavala Diamonds, we would like to thank you for your continued support and love for our student body.

Gratefully,

Sylvia Ybarra
Parent Liaison – De Zavala Elementary



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Lisa Day, Chief Juvenile Probation Officer

Sponsor:

Judge Becerra

Agenda Item:

Accept additional funding from the Texas Juvenile Justice Department for Salary Adjustments for Juvenile Probation and Supervisory Officers and amend the budget accordingly. **BECERRA/DAY**

Summary:

The Juvenile Probation Department has received additional grant funding from TJJD to provide salary adjustments to juvenile probation officers, juvenile supervision officers, supervisory administrators and chief juvenile probation officers. Salary adjustments are for filled positions as of July 1st, in an amount of \$3,000 or 5%, whichever is higher plus 8.61% for fringe benefits. The difference in fringe rate covered, and county rates will be covered by the TJJD State Aid grant. No county funds are required.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-686-99-192]

Budget Office:

Source of Funds: TJJD Grant Revenue

Budget Amendment Required Y/N?: Yes

Comments: Total grant award of \$357,355.65 is on a biennium. Year 1 is \$178,636.03 and Year 2 is \$165,798.49.

(\$178,637) - Increase Intergovernmental Revenue 001-686-99-192.4301

\$164,475 - Increase Staff Salaries 001-686-99-192.5021

\$14,162 - Increase FICA, Medicare, Retirement 001-686-99-192.5101]

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$178,637 in Intergovernmental Revenue

Comments:



AGENDA ITEM REQUEST FORM: **G. 9.**

Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the transfer of Commissioners Court authorizations, previously granted to the Office of General Counsel, to the Civil Division of the Hays County Criminal District Attorney's Office. **INGALSBE**

Summary



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Stephanie Robinson

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the purchase of one APC Smart-UPS for the Combined Emergency Communication Center and amend the budget accordingly. **SHELL/INGALSBE/ROBINSON**

Summary:

The CECC needs to purchase one APC Smart-UPS to add to our Tyler Public Safety stack to ensure proper redundancy to mitigate downtime for all public safety agencies county-wide. This item was approved for purchase by the CECC Executive Board on August 21, 2023 and the cost will be shared by our partner agencies.

Fiscal Impact:

Amount Requested: \$2,184.13

Line Item Number: 001-615-00.5712_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Recommended funding source, County-Wide contingencies. Portion of the cost will be billed to municipalities through the participating funding agreements.

\$2,185 - Increase Computer Equipment_Operating 001-615-00.5712_400

(\$2,185) - Decrease County-Wide Contingencies 001-645-00.5399

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Texas Department of Information Resources, DIR-TSO-3763 Contract

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Dell Quote



A quote for your consideration

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

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

Quote No.	3000160677448.1	Sales Rep	Jeanna Smith
Total	\$2,184.13	Phone	(800) 456-3355, 6180303
Customer #	9657350	Email	Jeanna_Smith@Dell.com
Quoted On	Sep. 05, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Oct. 05, 2023		HAYS COUNTY - AUDITORS
Contract Name	Texas Department of Information Resources (TX DIR)		712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		

Message from your Sales Rep

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

Regards,
Jeanna Smith

Product	Unit Price	Quantity	Subtotal
APC Smart-UPS X 3000VA Short Depth Tower/Rack LACD UPS Battery Backup (SMX3000HVT)	\$2,184.13	1	\$2,184.13
Subtotal:			\$2,184.13
Shipping:			\$0.00
Environmental Fee:			\$0.00
Non-Taxable Amount:			\$2,184.13
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$2,184.13

		Quantity		Subtotal
APC Smart-UPS X 3000VA Short Depth Tower/Rack LACD UPS Battery Backup (SMX3000HVT)		\$2,184.13	1	\$2,184.13
Estimated delivery if purchased today: Sep. 12, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				
Description	SKU	Unit Price	Quantity	Subtotal
APC Smart-UPS X 3000VA Short Depth Tower/Rack LACD UPS Battery Backup (SMX3000HVT)	A7071061	-	1	-
Subtotal:				\$2,184.13
Shipping:				\$0.00
Environmental Fee:				\$0.00
Estimated Tax:				\$0.00
Total:				\$2,184.13

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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



AGENDA ITEM REQUEST FORM: **G. 11.**

Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Approve Utility Permit. SMITH/BORCHERDING

Summary

TRN-2023-6764-UTL	WTCPUA is boring under Longwood Lane for a Water line Service.
-------------------	--

Attachments

Permit
Site Plan
Bore Details



Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640

(P) 512-393-7385 (Web) www.hayscountytexas.com

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

1. Construction of this line will begin on or after 9/11/2023 .

Utility Company Information:

Name:

Address: TX

Phone:

Contact Name:

Engineer / Contractor Information:

Name: WTCPUA

Address:

Phone: 5125018089

Contact Name: john camarillo

Hays County Information:

Utility Permit Number: TRN-2023-6764-UTL

Type of Utility Service: water

Project Description:

Road Name(s): Longwood Lane, , , , , ,

Subdivision:

Commissioner Precinct:

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

☒

Boring

☐

Trenching

☐

Overhead

☐

N/A

Authorization by Hays County Transportation Department

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

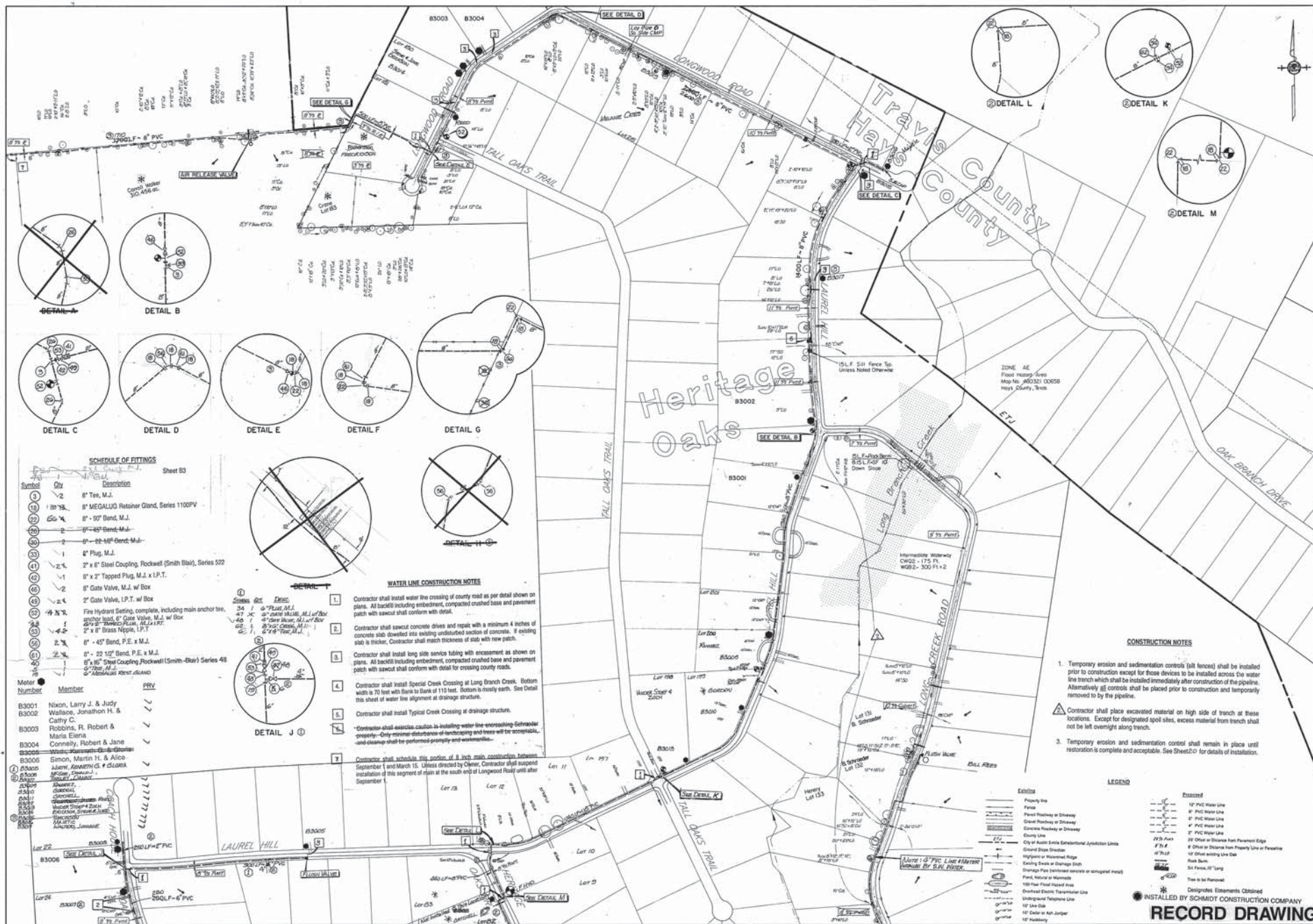
A handwritten signature in cursive script, appearing to read "Roland Chan".

09/06/2023

Signature

Title

Date





nwa
Nephus-Williams Associates, Inc.
consulting engineers
4405 Marchwood
Austin, Texas
(512) 462-3372

PLAN SHEET

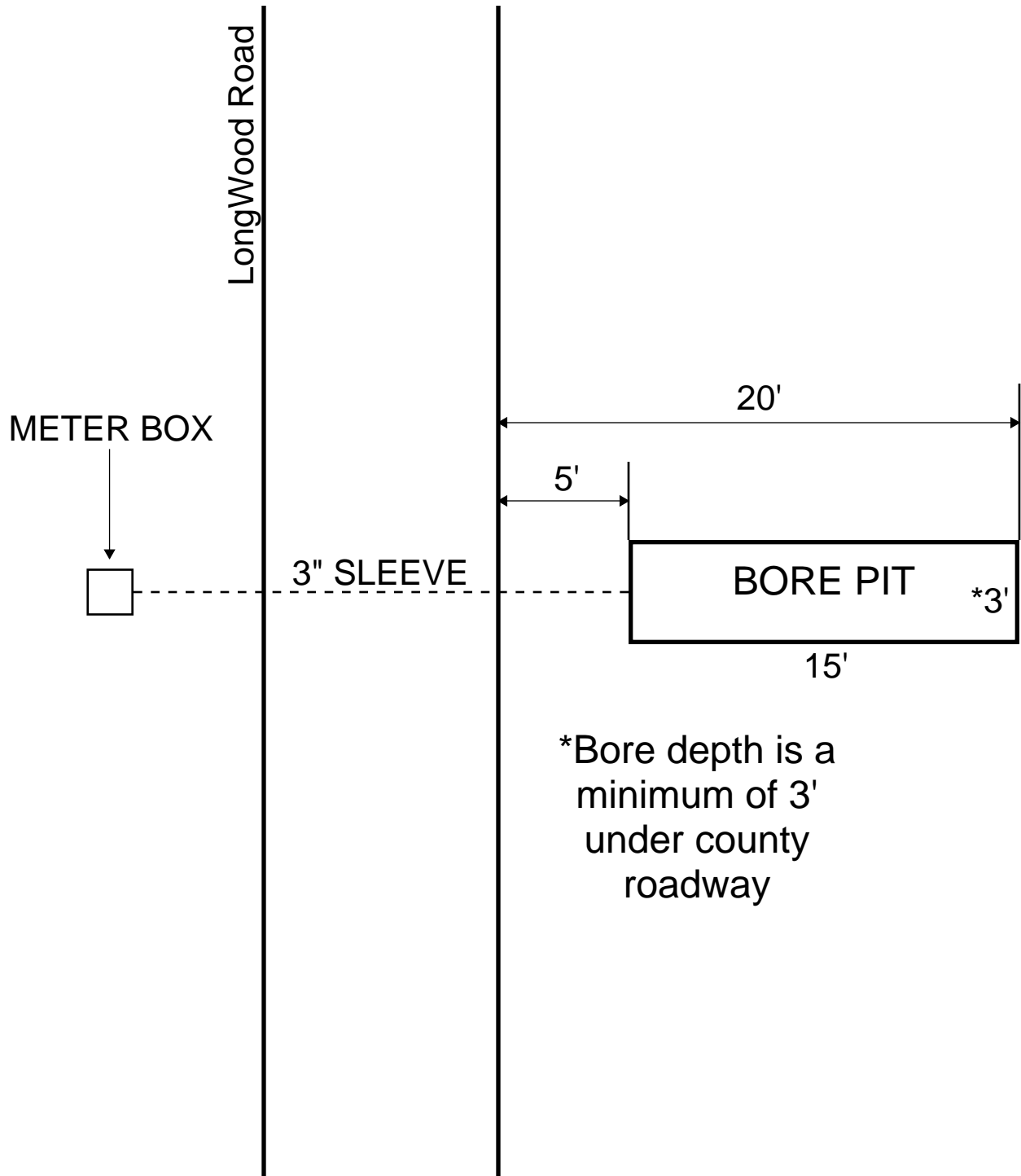
Project: **WATER DISTRIBUTION SYSTEM**
Contract: **1**

HILL COUNTRY WATER SUPPLY CORPORATION

Project: **4465-03**
Sheet: **B3** of 40

RECORD DRAWING

INSTALLED BY SCHMIDT CONSTRUCTION COMPANY





Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Marisol Villarreal-Alonzo, Auditor

Sponsor:

Agenda Item

Accept the delivery of the Quarterly Auditor Reports for the Sheriff Off-Duty Vehicle Fees and Sheriff Fees of Office for the audit period October 2022 through December 2022. **VILLARREAL-ALONZO**

Summary

Quarterly Auditor Reports are attached.

Attachments

Sheriff's Office - Fees of Office
Sheriff Off-Duty - Qtrly Mgt Ltr



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.hayscountytexas.com

Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

August 7, 2023

Sheriff Gary Cutler
810 South Stagecoach Trail
San Marcos, Texas 78666

Sheriff Cutler:

The Hays County Auditor's Office has examined the Fees of Office collections and monthly report submitted by the Sheriff's Office for the months October 2022 through December 2022. The scope of the examination was limited to reviewing the records submitted to this office by the Sheriff's Office. The objectives of the examination were to justify all funds collected were accounted for and deposited with the County Treasurer and the required monthly report was submitted in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.
- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

The following exceptions were noted during the period from October 2022 through December 2022:

#1 Several October 2022 and November 2022 deposits to the Treasurer's Office were untimely.

The Auditor's Office noted that five (5) of one-hundred and five (105) October 2022 receipts and eighteen (18) of one-hundred and twenty-eight (128) November 2022 receipts were deposited to the Treasurer's Office after the fifth business day of allotted time per Local Government Code, §113.022.

Recommendation

The Auditor's Office recommends that the Sheriff's Office review their procedures to consistently ensure funds are deposited with the Treasurer within the time required by Local Government Code §113.022.

LGC §113.022. TIME FOR MAKING DEPOSITS:

(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received.

Management response

The Sheriff's Office has implemented new processes for weekly revenue and weekly deposits. The Sheriff's Office has educated all personnel involved with this procedure.

#2 The November monthly revenue reported to the County Auditor was understated by \$358.00.

The Auditor's Office noted that the November 2022 Fees of Office monthly report omitted one (1) animal control cash receipt totaling \$358.00.

Recommendation

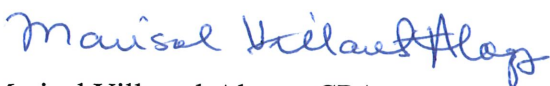
The Auditor's Office recommends that all revenue that is receipted in the Sheriff's Office be reported in monthly revenue reports to provide accurate financial information to management.

Management Response

Sheriff's Office staff have been educated on the timeliness of submitting receipts in preparation for weekly deposits.

If you have any questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,



Marisol Villareal-Alonzo CPA
County Auditor



OFFICE OF THE COUNTY AUDITOR

712 South Stagecoach Trail, Ste. 1071

San Marcos, Texas 78666

512-393-2283

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Marisol Villarreal-Alonzo, CPA

County Auditor

marisol.alonzo@co.hays.tx.us

Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

August 7, 2023

Sheriff Gary Cutler
810 South Stagecoach Trail
San Marcos, Texas 78666

Sheriff Cutler:

The Hays County Auditor's Office has examined the Hays County Sheriff Off-Duty collections and monthly report submitted by the Hays County Sheriff's Office for the months October 2022 through December 2022. The scope of the examination was limited to reviewing the records submitted to this office by the Sheriff's Office. The objectives of the examination were to justify all funds collected were accounted for and deposited with the County Treasurer and the required monthly report was submitted in a timely manner.

- Monthly reports were submitted in compliance with LGC §114.001 General Requirements Applicable to Reports and LGC §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with LGC §113.022 Time for Making Deposits.
- A surprise cash count was conducted which included examining deposit warrants and receipts. All funds were accounted for, and collections were properly handled at the time of the cash count.

The following exceptions were noted during the period from October 2022 through December 2022:

#1 Monthly Off-Duty Reports provided to the Hays County Auditor's Office were untimely.

The Hays County Auditor's Office noted that all Hays County Sheriff Off-Duty reports were submitted untimely to the Hays County Auditor's Office after the five-day timeframe per Local Government Code §114.001.

Recommendation

The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to ensure that monthly reports are submitted to the Hays County Auditor's Office per Local Government Code §114.001:

LGC 114.001 General Requirements Applicable to Reports:

(b) A monthly report must be filed within five days after the last day of each month.

Management Response

The Sheriff's Office has educated all personnel involved in the process of taking possession of vehicle fees. Supervisory oversight has been implemented to address these errors.

#2 Monthly Off-Duty Reports submitted to the Hays County Auditor's Office did not reconcile to the general ledger.

The Hays County Auditor's Office noted the following misstatements that caused the Monthly Off-Duty Reports to not reconcile to the general ledger:

- October 2022 report had two (2) errors that understated revenue reported by \$95.00.
- November 2022 report had two (2) errors that overstated revenue reported by \$235.00.
- December 2022 report had seven (7) errors that understated revenue reported by \$60.00.

Recommendation

The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to ensure that Monthly Off-Duty Reports agree to the revenue deposited.

Management Response

The Sheriff's Office recognizes that clerical errors were made at the time of the preparation of the monthly reports. The reports were corrected and submitted correctly to the Auditor's Office.

#3 Off-duty vehicle usage receipts were deposited to the Treasurer's Office untimely.

The Hays County Auditor's Office noted that the following receipts were deposited to the Treasurer's Office after the fifth business day of allotted time per Local Government Code, §113.022.

Off-Duty Service Month	Receipt Number	Receipt Date	Deposit Date	Business Days Between
October 2022	386570	11/10/2022	11/18/2022	6 Days
October 2022	386571	11/10/2022	11/18/2022	6 Days
November 2022	386645	12/7/2022	12/16/2022	7 Days
November 2022	386646	12/8/2022	12/16/2022	6 Days

November 2022	389164	1/26/2023	2/3/2023	6 Days
December 2022	386644	12/7/2022	12/16/2022	7 Days
December 2022	386647	12/8/2022	12/16/2022	6 Days

Recommendation

The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to consistently ensure funds are deposited with the Treasurer within the time required by Local Government Codes §113.022.

LGC §113.022. TIME FOR MAKING DEPOSITS:

(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received.

Management Response

The Sheriff's Office has implemented new processes for weekly revenue and weekly deposits. The Sheriff's Office has educated all personnel involved in this procedure.

If you have questions or comments regarding this report, please contact the Auditor's Office.

Sincerely,



Marisol Villareal-Alonzo CPA
County Auditor



AGENDA ITEM REQUEST FORM: **G. 13.**

Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Agenda Item

Accept delivery of the Internal Examination report for the Constable Precinct 1 Office. **VILLARREAL-ALONZO**

Summary

The Internal Examination Report is attached.

Attachments

IE - Constable Pct. 1



OFFICE OF THE COUNTY AUDITOR

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Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

August 15, 2023

Honorable David Peterson
Hays County Constable Precinct 1
712 South Stagecoach Trail
San Marcos, Texas 78666

Dear Constable Peterson:

In accordance with the Texas Local Government Code §115.002 and §115.004, the Auditor's Office performed an internal examination of the Hays County Constable Precinct 1 financial records for the period of December 1, 2020, to May 31, 2022. The internal examination consisted of reviewing disbursements, receipts, deposits, fixed assets, and other supporting documentation.

Based on the internal examination, except for the following findings and recommendations, cash receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under Texas Local Government Code §112.001, and §112.002.

#1 Insufficient Segregation of Duties

The Constable Precinct 1 Office did not maintain sufficient segregation of duties for personnel. The same clerk was responsible for bookkeeping, authorizing transactions, recording transactions, opening mail, preparing the deposits, and preparing monthly financial reports. The Justice Court Administrator opened the mail, recorded mail log transactions, distributed mail to the office clerk to be receipted, and sometimes receipted the mail payments herself.

The Hays County Auditor's Office noted that five (5) of the thirty-six (36) mail log receipts sampled were receipted in the Odyssey Courts System by the office administrator, who also opens the mail and reviews the deposits, and no supervisory review was noted for these transactions. In addition, there was no evidence of supervisory review in seventeen (17) of the eighteen (18) monthly mail logs examined.

Recommendation

The Hays County Auditor's Office recommends that the Constable Precinct 1 Office review their current roles and identify areas that could be adjusted to ensure there is an adequate segregation of duties. The duties performed by the clerks should be separated as practical as possible to minimize error and irregularities. Supervisory review should be more consistent to ensure proper collection, reporting, and safeguarding of revenues.

The Hays County Auditor's Office recommends the person opening the mail should not enter mailed receipts into the Odyssey Courts System. If not possible, then supervisory review and signoff should be conducted on the mail log. Payments received by mail should be entered on the mail log as they are opened, listing the case, amount, employee opening the mail, the employee who is assigned to receipt the monies received, and signature of review to validate receipts were entered into Odyssey Courts System.

Management Response

Thank you so much for your recommendations. We appreciate it.

#2 The Citation book log was not properly maintained, and some citations were unaccounted for.

The Constable Precinct 1 office did not properly maintain their citation book log. Three citation books were missing the date issued and the deputy assigned to the book. Six citation books were issued to deputies but not logged on the citation book log. One citation book was assigned to a deputy, but another deputy was using the citation book. In addition, the Constable Precinct 1 Office had 259 missing citations that were unaccounted for. The Hays County Auditor's Office was unable to locate citation copies for used citation books and was unable to locate the citation number in the Odyssey Courts System.

Recommendation

The Constable Precinct 1 office should maintain a log of all citation books and their assignment to the individual deputies for accountability purposes. Citation Books are the beginning source documents when testing if fees and fines were appropriately assessed and collected. The Constable Precinct 1 Office should maintain all citations that are written in error or with inaccurate citation information, the citation should be voided, documented, and maintained in the citation book or void folder in the Constable Precinct 1 Office. The Constable Precinct 1 office should establish and implement procedures for handling and authorizing voided citations. Voided citations should be well documented, adequately reviewed and approved to help support the validity of the voided citation. Failure to accurately maintain a citation book log and include documentation and authorizations on citation such as voids, increases the risk factors for misappropriation of funds.

Management Response

Citation Book Log there is no statue for the Hays County Auditor's Office to conduct an audit on Citation Books. This is only a recommendation from the Auditors. If there was fraud committed it would be investigated only by a Law enforcement Agency such as our office, D. A's office, AG's Office or another LE office. To their point of the Citation Logbook, there is and was a log book that was Audited and there was a couple missing dates and it is common practice for an officer to borrow a ticket book from another deputy.

#3 The Office of Attorney General (OAG) IV-D billing report review process was inadequate.

The Hays County Auditor's Office reviewed the process in which the Constable Precinct 1 Office prepares and reviews the OAG IV-D billing report. The Auditor's Office noted on the March 2022 OAG IV-D billing report provided by the Constable Precinct 1 office did not contain papers 01436-22 and 01437-22. The Constable Precinct 1 Office did not validate the OAG IV-D billing report to the Odyssey Courts System Civil Paper Activity reports to ensure every case on the OAG IV-D billing report had been accurately processed in the Odyssey Courts System. The Constable Precinct 1 Office did not maintain a review process to ensure that OAG billings were submitted to The Office of the Attorney General in a timely manner.

Recommendation

Family Code Chapter 231- §231.207 states, "To be entitled reimbursement under this subchapter, the clerk of the court, sheriff, or constable must submit one monthly billing to the Title IV-D agency." Service papers that are created within one month should be billed in the related month's billing. Also, the Constable Precinct 1 office should print a civil paper activity monthly report from the Odyssey Courts System to reconcile against their OAG billing report to ensure all service papers are being captured on billing reports. Failure to bill the service paper/new papers in a timely manner and to perform a

reconciliation between the Odyssey Courts System and the OAG billing report can increase the risk factors for unbilled revenue, inaccurate reporting, and misappropriation of funds.

Management Response

The office does have a system set up for receiving entitled reimbursement for services rendered for Child Support. Your review Audit states that we did not validate billing report to Odyssey Courts System. After looking at the monthly files there is a report to match every single child support entry, which includes the report that the clerk keeps as we receive them daily. At the end of the month a report is ran through Odyssey and is used to reconcile with all the entries and all the money received. When the report is submitted to your office you receive a copy of three reports, the Invoice report, the Filing and Service Fees Reimbursement Form, and the Actions Entered by Action Type from the Civil Serve. The Admin Clerk will print out the Email that is sent to you and the Attorney General billing to ensure that it has been billed, when we receive a confirmation from the AG Billing that they received the reimbursement and invoice report, the admin clerk will print and attach to the reports in the file. When we receive the check, we also will keep a copy of the check and the receipt from the treasurer's office. Thank you very much for consideration and input.

Auditor's Office Response

The reports submitted by the Constable Precinct One office to the Auditor's Office for review did not contain the Actions Entered by Action Type from Civil Serve, as Civil Serve was not implemented until after the audit period. In addition, the reports submitted during the audit period did not contain the Odyssey Courts System Civil Paper Activity Report.

#4 Monthly Revenue Reports and Monthly Off-Duty Employment Reports were provided to the Hays County Auditor's office in an untimely manner.

The Hays County Auditor's Office noted that eleven (11) of eighteen (18) Monthly Revenue Reports and sixteen (16) of eighteen (18) Monthly Off-Duty Employment Reports were submitted to the Hays County Auditor's office after the five-day timeframe per Local Government Code §113.022 and §114.002.

Recommendation

The Hays County Auditor's Office recommends that the Constable Precinct 1 Office adopt procedures to ensure the monthly reports are submitted to the Hays County Auditor's Office per Local Government Code §114.001:

LGC 114.001 General Requirements Applicable to Reports:

(b) A monthly report must be filed with in five days after the last day of each month.

Management Response

We understand that this office is responsible for turning in reports, this office has grown in the past couple of years, we are working with only two clerks. Sometimes there are unusual circumstances for the clerks and the Constable to turn in by the 5th of every month. We have adopted procedures to ensure the monthly reports are submitted to the Hays County Auditor's office in a timely manner.

#5 Monthly Off-Duty Employment Reports review process was inadequate.

The Hays County Auditor's Office noted three (3) of the eighteen (18) monthly Off-Duty Employment Reports examined did not reconcile to the Odyssey and New World systems.

The June 2021 Off-Duty Employment monthly report included a chargeback after service had been provided, but the Constable Precinct 1 Office did not subsequently collect the amount due or reduce the Odyssey Courts System cash receipts, therefore; revenue was overstated by \$70.00.

The November 2021 Off-Duty Employment monthly report noted \$70.00 in total revenue receipts, although only \$15.00 was receipted in the Odyssey Courts System and deposited with the Treasurer's Office, therefore; the report was overstated by \$55.00. Through further review the Constable Precinct 1 Office identified \$55.00 in fees for a non-profit agency that were waived by the Constable 1 Office.

The February 2022 Off-Duty Employment monthly report noted \$45.00 in total revenue receipts, although only \$30.00 were receipted in the Odyssey Courts System and deposited with the Treasurer's Office, therefore; the report was overstated by \$15.00. Through further review, the Auditor's Office found that the difference was due to the Constable Precinct 1 Office reporting revenue for an event where the deputy provided security with a personal vehicle. A vehicle fee is only due to the County when a County owned vehicle is used for off-duty employment.

The total off-duty vehicle use fee shortage identified during the review period was \$125.00.

Recommendation

The Hays County Auditor's office recommends that the Constable Precinct 1 Office replenish the \$125.00 shortage. Also, to avoid future errors, we recommend that the Monthly Off-Duty Employment Reports be reconciled to the Odyssey Courts System and New World receipt journals per LGC §114.002. Any reconciling items should be identified and corrected in a timely manner.

Management Response

November 2021 Off Duty Report – You are looking at the report (work sheet) the Admin Clerk was using trying to keep up with everyone's jobs, at this time She was trying to come up with a system that would keep up with everyone's time. The report submitted were her notes only to try and reconcile. This report should not have been submitted to your office, only the officers' reports.

1. On here is Run by the Creek Pct 4, this Job was worked by Darrell Perez and he did paid cash. On the report Admin Clerk only showed one off duty job for him, the rest were not on this report because those jobs came later and She could not keep up with the reporting of the money and record. The other jobs were not noted on her notes, which it only shows \$15.00 dollars receipted for this section.

The HEB events were worked by Ramiro Almendarez and Eric Villalpando. Ramiro had turned in a check for this event and Eric did not turn in any money for this. Eric stated this was a non-profit event. The admin clerk returned Ramiro's check back to him. This was left blank because the admin clerk didn't collect any money for this job. It did not get recorded on her worksheet.

21-Nov	650	Run by the Creek PCT 4	DARRELL	11/14/2021	\$	15.00	
	5647	HEB		11/18/2022	\$	40.00	CK#1027
	4651	HEB	P.R.C.	11/18/2022	\$	15.00	

February 2022 – States off duty report had a report of \$45.00 dollars and only \$30.00 dollars was receipted. This record does not show the rest of the off duty jobs that Travis Bertram worked. Therefore this reflects only the \$45.00 The \$30.00 job duties were not on this report because they were reported later in July. So the \$45.00 was Cash and the \$30.00 was a check. Documentation will be attached.

1087	HEB	2/5/2022	\$	15.00	✓
2087	HEB	0206/2022	\$	15.00	✓
2087	Waters Pointe Wedding, Wimberly, Texas	2/6/2022	\$	15.00	

June 2021 – Chargeback, Due to the inconsistency of timesheets not coming in on time and the fees collected, this was overlooked. The clerk was trying to keep up with this new task for her and trying to come up with a system to keep up with the off-duty jobs. We are trying to contact the company. We have set policies in place for this not to happen again.

Auditor's Response:

All reports submitted to the Auditor's Office by the Constable Precinct 1 office contained supervisory review certifying the reports for accuracy. In addition, the Hays County Commissioners Court has not waived off-duty vehicle use fees for any not-for-profit agencies.

#6 Seven off-duty vehicle usage rental receipts and one cash receipt were deposited to the Treasurer's office in an untimely manner.

The Hays County Auditor's Office noted that in sixteen (16) of the eighteen (18) months examined, seventy (70) vehicle usage receipts were deposited to the Treasurer after the fifth business day of allotted time per Local Government Code, §113.022.

The Hays County Auditor's Office noted that one (1) of thirty-six (36) mail log receipts examined were deposited to the Treasurer after the fifth business day of allotted time per Local Government Code, §113.022.

Recommendation

The Auditor's office recommends that the Constable Precinct 1 Office adopt procedures to consistently ensure funds are deposited with the Treasurer within the time required by Local Government Code §113.022.

LGC §113.022. TIME FOR MAKING DEPOSITS:

(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received.

Management response

The Constable's office does realize that these receipts have to be deposited in a timely manner. The off-Duty Jobs are sometimes paid at a later date, we do not have any control over when that officer is paid by the company. When the officer does receive payment, the payment will be receipted immediately. I believe there was confusion because the deputy would report and no money attached, or they would hold off until they received the money then submit their report with the money. We have implemented a new procedure on the Off Duty Jobs for receiving reports and money.

We appreciate the cooperation and assistance provided to the Auditor's office during the examination.

Sincerely,



Marisol Villareal-Alonzo, CPA
Hays County Auditor
mva/sh/lap



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Commissioner Shell

Agenda Item

Approve an increase of \$200.00 in the Tax Office change fund as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d). **SHELL/VILLARREAL-ALONZO**

Summary

The Tax Office would like to increase the office change fund by \$200.00 due to the addition of a staff member in the San Marcos Office.

Attachments

Tax Office Increase

Hays County Tax Assessor-Collector
Jenifer O'Kane, PCC



712 S. Stagecoach Trail, Suite 1120
San Marcos, TX 78666-5071
(512) 393-5545
www.hayscountytax.com

September 5, 2023

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666

Re: Change Fund Increase

Dear Ms. Villarreal-Alonzo,

Currently our office has a change fund of \$6300.00. We would like to increase the change fund by \$200.00. This will increase our total to \$6500.00.

Please take these funds from our Printing Services line item 001-619-00-5461 and contact Jenifer when the funds are available for pick up.

The need for the increase is due to an additional staff member (\$200.00) in our San Marcos Office.

Please feel free to contact our office should you have questions or require additional information.

Thank you,

Elizabeth Shahan
Chief Deputy
Hays County Tax Office
712 S. Stagecoach Trl, Ste. 1120
San Marcos, TX 78666
www.hayscountytax.com
512-393-5545 Phone
512-393-5547 Fax



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the Commissioner Pct. 1 Office to support Owen Goodnight Middle School in the San Marcos Consolidated Independent School District (SMCISD) with activities for SMCISD students, families and staff. **INGALSBE**

Summary:

The Commissioner Pct. 1 Office would like to provide support to Owen Goodnight Middle School for family engagement night in celebration of students and families that attend their school. This event will be held at Owen Goodnight Middle school 1301 Hwy 123, San Marcos on September 27, 2023.

Objectives:

- Encourage partnerships with students, families and staff with campus visits.
- Build students interests to fall in love with learning.
- Engage students to fall in love with reading.
- Encourage learning about different cultures. · Promote unity in the classrooms.
- Provide memorable experiences to students.

Attachment: Goodnight Middle School Sponsorship Letter

Funds are available within the Commissioner's operating budget to provide sponsorship support.

Fiscal Impact:

Amount Requested: \$250.00

Line Item Number: 001-601-00.5353

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires Commissioners Court Approval

G/L Account Validated Y/N?: Yes, Community Program Expenses

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Sponsor: Commissioner Shell

Agenda Item

Approve the Property Use Policy incorporating slight property location oversights and the changes requested by the Commissioners Court on September 5, 2023. **SHELL**

Summary

Attached Property Use Policy: Redline Version, Clean version to be approved

Attachments

Property Use Redline 9.12.23

Property Use Clean 9.12.23



AMENDED AND RESTATED PROPERTY USE POLICY

Effective September [125](#), 2023

AMENDED AND RESTATED PROPERTY USE POLICY

EFFECTIVE September ~~12~~5, 2023

OVERVIEW

This Property Use Policy (“Policy”) is intended for use as a guide to the public and Hays County staff regarding the use of Hays County Properties (“Property”) by other local governmental entities, private entities, and citizens.

When used with good judgment and common sense, the Policy will enable the Hays County staff to provide safe and reasonable access to County Properties for approved events. County staff involved in the sponsoring of property use should be familiar with, and adhere to, the guidelines set forth within this Policy. Staff cooperation is essential if the County is to provide the most fair and open access to County Properties.

While this Policy does not answer all questions related to property use, it does provide the means for County employees to provide a consistent response to requests for use of County Properties, in particular, the Historical Hays County Courthouse grounds.

This Property Use Policy is subject to revision. Circumstances and needs related to use of County Properties can change on short notice. Though it may change from time to time, this Policy should provide objective, equitable guidelines that can be followed by County staff and Licensees.

I. GENERAL USE OF HAYS COUNTY PROPERTY

A. **DEFINITIONS.** The following words and terms, when used in this Article I shall have the following meanings, unless the context clearly indicates otherwise.

1. **“General Function(s)”** shall mean any activity held on the grounds involving twenty (20) or fewer people that does *not* meet the definition of a Class I, II, or III Event (e.g. picnics, dog walking, picketing, etc.)
2. **“Class III Event(s)”** shall mean any performance, ceremony, presentation, or activity held in the interior portions of the property that warrants coordination by the County and hosts fewer than twenty (20) people. A Class III Function has the option of using an exterior quadrant. Organizer shall execute a standard ***Class III License Agreement***.
3. **“Class II Event”** shall mean an event that:
 - a) hosts twenty (20) or more, but does not exceed two hundred (200) attendees; **or**
 - b) uses the existing electricity outlets on the Property, without additional setup; **or**
 - c) brings items onto the Property that, in the opinion of the Hays County Judge’s Office, presents some risk to the Property or people visiting the property (e.g. grills, bounce houses, etc.); **or**
 - d) calls for the temporary, exclusive use of space on the Property.

4. **“Class I Event”** shall mean an event that:
 - a) exceeds two hundred (200) attendees, **or**
 - b) requires more complex electricity setup than exists on the County Property (e.g. circuit boards, electrical panels, or generators).
5. **“County Contact”** shall mean the Hays County Judge Office, 111 E. San Antonio Street, Suite 300, San Marcos, Texas, (512) 393-2205.
6. **“County Properties” or “Property”** shall mean any property owned or leased by Hays County, a political subdivision of the State of Texas, on which an Event may be held.
7. **“County Official Sponsor”** shall mean an elected official of Hays County.
8. **“Organizer”** shall mean the individual or entity responsible for planning and hosting the Event.
9. **“Equipment”** shall mean any material or tools such as sandbags, cones, fencing, etc. that is being utilized by or assisting an Event..
10. **“Cancellation by County”** shall mean the decision to cancel an event due to weather or other reasons as determined by the County. The County, by and through its designated representative, shall provide written and/or verbal notice to the Organizer as soon as reasonably possible of any need to cancel an Event. In the event the cancellation is weather related, the decision will be made as soon as possible for the safety and welfare of the citizens of Hays County and the in the interest of property owned by Hays County.
11. **“Cancellation by Organizer”** shall mean the decision and written notice by the Organizer that an Event will not take Place.

B. DOCUMENTARY REQUIREMENTS.

1. **General Functions.** No advanced written notice shall be required for General Functions.
2. **Class III Events.** Organizer shall provide an *Application for Class III Event* for events that are expected to attract an attendance of less than twenty (20) people. Notice shall be provided to the County Contact at least ten (10) business days prior to a Class III Event. Hays County reserves the right to designate, by advanced written notice, a specific area on the Property within which the Class III Event must be held. When presented by the County, organizer shall execute a standard **Class III License Agreement**; the contents of the Agreement shall *not* require Organizer to secure Special Event Insurance.
3. **Class II Events.** At least ten (10) days prior to a Class II Event, Organizer shall provide an *Application for Class II Event* for events that are expected to attract more than twenty (20), but less than 200 (200) attendees. The Organizer will then receive and execute a **Class II License Agreement** issued by Hays County. Although Organizer is not required to secure special event or general liability insurance under the Class II License Agreement, it is recommended.

4. **Class I Events.** At least ten (10) days prior to a Class I Event, Organizer shall submit an *Application for Class I Event* for events that are expected to attract over two hundred (200) attendees. Organizer will then receive and execute a standard **Class I License Agreement** issued by Hays County, the contents of which *shall* require Organizer to secure Special Event Insurance or General Liability Insurance.

C. DEPOSIT FOR USE OF COUNTY PROPERTIES.

1. Organizer of Class I and Class II Events may be required to submit a deposit, the amount of which shall be set by the Hays County Judge. Deposits may be paid by Cashier's Check, Money Order, or GovPay and delivered to the County Contact no later than twenty-four (24) hours prior to the Event. These amounts are subject to change:
 - a) Class I Events \$450
 - b) Class II Events \$250
 - c) Class III Events \$250
 - d) Public Displays, Fixtures, or Symbols \$450
2. The County may deduct from the deposit:
 - a) the cost of damage to the County Properties that is a direct result from the event or activity; and
 - b) the cost of extra labor directly attributable to the Event or activity.
3. Organizer will be held responsible for clean-up of the area, including the restrooms located inside the Courthouse. Any deposit will be refunded following an inspection of the area to determine that the area has been adequately cleaned. The deposit refund process takes approximately two (2) weeks from the date of the event. A \$35 per hour fee for clean-up of the County Property will be charged, if necessary.
4. Violation of any of the County Policy will result in Event cancellation and loss of security deposit.

D. SECURITY.

Organizer of Events that anticipate one hundred (100) or more attendees shall be required to hire one (1) officer to act as security during Event times. An Organizer may also be required to hire security during set-up and clean-up times, before and after the Event. Organizer shall utilize off-duty officers from the Hays County Sheriff's Office or from a Constable's office within Hays County, as required by the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association, as may be amended from time to time. Additional security may be required if, in the opinion of the Hays County Judge's Office, additional security is needed for safety and/or protection of Hays County property.

E. MISCELLANEOUS PROVISIONS.

1. The individual granted authority to oversee a County Property under Article IV may, at his/her own discretion, reasonably restrict the duration of any Event held on that property.
2. The individual granted authority to oversee a County Property under Article IV may, at his/her own discretion, reasonably dictate the times of day during which any Event may be held on that property.

3. The individual granted authority to oversee a County Property under Article IV may, at his/her own discretion, reasonably designate, by advanced written notice, a specific area or areas on the Property within which any Event must be held on that property.
4. Approval of an Event or activity may not be granted if it is determined that the event:
 - a) may cause physical damage to County Property;
 - b) may endanger the health and safety of Hays County employees or the public;
 - c) may invoke violence, riot, or any criminal act;
 - d) may have the intent of intimidating any person, or protected class; and/or
 - e) is being held by an Organizer who has a record of violating County policy.
5. Property use may not interfere with any Commissioners Court session or the regular use of County business. Use of County property may be subject to content-neutral, security restrictions enforced by the Hays County Sheriff's Office or Hays County Constable's Office.
6. Sound equipment, chairs, podiums, tents, or other equipment required for ceremonies, presentations, performances, rallies, or press conferences must be approved in advance of installation by the County Judge but furnished and installed by the requesting party. Installation approval is subject to inspection by County Staff and the County Fire Marshal.
7. The County may allow up to two (2) signs advertising an upcoming Event beginning two (2) weeks prior to the Event. Location of signage shall be arranged through the Hays County Judge's Office and shall be determined based on several factors, including but not limited to space needed for other Events and obstruction of views. Signs may be no larger than 4' x 10'. Any deposit required for the Event shall be paid prior to the placement of signage under this Section.
8. Uses of County Property may not violate local, state, or federal law. The time, place, and manner of use of County Property may be subject to reasonable, content-neutral, limitations and/or restrictions.
9. No signs, placards, or visual displays may be carried into the County Properties (inside buildings) or placed on the County Properties. No signs, placards, or visual displays may be attached to any part of the County Properties, including, but not limited to walls, fences, lampposts, flagpoles, trees, etc., except as approved by the Hays County Judge's Office.
10. No use of stakes, anchors or any other objects to secure tents or other equipment shall be used. Tents and/or other equipment shall only be secured in place by sandbags or weights.
11. Other than bathroom access, no use of the interior portions of a County Property shall be allowed without sponsorship of the Event by a County Official Sponsor. A County Official Sponsor, or that Sponsor's designee, must be present at the Event.
12. Soliciting charitable donations, contributions, or collecting private debts on County Property is prohibited. Commercial soliciting, vending, and displaying or distributing commercial advertising on County Property is prohibited, except when in conjunction with an event approved by the Commissioners Court.

the Hays County Judge after authorization by the Hays County Commissioners Court.

14. Events may last no longer than three (3) consecutive days.
15. Equipment left overnight requires advance special approval from the Hays County Judge's Office.
16. Equipment may not be provided by the County. Equipment provided by Organizer must not obstruct or damage walkways or property.
17. If inclement weather were to occur prior to an Event, Organizer is responsible for rescheduling. If the Organizer desires to withdraw their activity prior to the Event, a full refund of the security deposit will be allowed.
18. Cancellation by an Organizer must be in writing and submitted to the Hays County Judge's Office at least two (2) days prior to the Event.

II. USE OF HAYS COUNTY PROPERTIES FOR PUBLIC ELECTIONS AND POLLING LOCATIONS

A. AUTHORITY.

Pursuant to Chapter 61 of the Texas Elections Code (Code), as amended, Hays County enacts the following policies and regulations concerning the time, place, and manner of electioneering on county-owned property outside the area described in Section 61.003(a) of the Code which is within 100 feet of an outside door through which a voter may enter the building in which a polling place is located. The regulations are not intended to and do not prohibit electioneering outside the 100 feet of an outside door through which a voter may enter the building in which a polling place is located as described in Section 61.003(a) of the Code, but are to provide reasonable viewpoint-neutral regulations for electioneering on property owned by Hays County that is outside the 100 feet radius as described in Section 61.003(a) of the Code.

B. DEFINITIONS.

For the purposes of this Article II, the following definitions apply:

1. **“Camping”** shall mean the posting of political signs, including the use of tents, chairs, booths, tables or other furniture to post, use or distribute political signs or literature.
2. **“Early Voting Period”** means the period prescribed by Section 85.001 of the Texas Election Code.
3. **“Voting Period”** shall mean the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later.
4. **“Runoff Election”** shall mean any election held pursuant to Section Chapter 2, Subchapter B of the Texas Election Code.

C. PURPOSE.

The purpose of this Article II is to provide reasonable regulations for electioneering on county owned property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for the public.

D. REGULATIONS.

The following regulations are enacted, adopted and apply to property owned by Hays County that is outside the 100 feet radius as described in Section 61.003(a) of the Code:

1. It shall be a violation of these regulations for any person to leave any campaign sign or literature on county-owned property that is used as a polling place other than as follows:
 - a) For polling places that offer an Early voting Period and a Voting Period, beginning at 5:00 p.m. on the Friday before the start of the Early Voting Period and running through the Voting Period and until 36 hours after the polls close for the designated Voting Period;

- b) For polling places that only offer an Early Voting Period, beginning at 5:00 p.m. on the Friday before the start of the Early Voting Period and running until 36 hours after the polls close for the designated Early Voting Period;
 - c) For polling places that only offer a Voting Period, beginning at 5:00 p.m. on the Friday before the start of the Voting Period and running until 36 hours after the polls close for the designated Voting Period. Runoff Elections shall be treated as their own Voting Period for the purposes of this Section.
2. It shall be a violation of these regulations for any person to engage in Camping on sidewalks, driveways, or parking areas during or within 1 hour of the business hours of any county facility on the premises of a polling location. If the business hours of a county facility are not posted, the business hours of that facility shall be Monday through Friday from 8:00 a.m. to 5:00 p.m. This Section shall not apply to campaign signs that are attached to vehicles that are lawfully parked (outside the 100 feet radius) on a premises used as a polling location, granted that the signs are not blocking the view of vehicles entering or leaving the parking areas. Likewise, this Section shall not apply to electioneering activity that is conducted on foot and without the use of tents, chairs, booths, tables or other furniture to post, use or distribute political signs or literature. However, this Section shall not be construed to permit any electioneering whatsoever within 100 feet of an outside door through which a voter may enter the building in which a polling place is located.
 3. It shall be a violation of these regulations for any person to attach, place or otherwise affix any campaign sign literature or material to any building, tree, shrub, pole, fixture, or other improvement on a premises used as a polling location. A violation of this Section by a candidate or the agents of a candidate that results in damage to County property may result in financial liability of the candidate and action by the County to recover the costs of damages.
 4. It shall be a violation of these regulations for any person to place a sign in the right-of-way of the public road way adjacent to county-owned property where a polling location is located pursuant to Texas Transportation Code, Section 393.002. Violation of this regulation is also a violation of state law, and the violator may be charged with a Class C Misdemeanor.
 5. Placement of signage requiring a metal T-post or stake that has to be driven into the ground for support will only be allowed in designated areas to protect irrigation systems and landscaping. The Hays County Commissioners Court shall designate these areas and make copies of such designations available in advance of the period in which electioneering is permitted under Regulation 1. A violation of this Section by a candidate or the agents of a candidate that results in damage to County property may result in financial liability of the candidate and action by the County to recover the costs of damages.
 6. Tents, covered canopies or any other camping structures that are anchored to the ground may not be placed on a premises used as a polling location.
 7. The Hays County Commissioners Court reserves the right to institute parking regulations within the parking lot(s) of any County-owned property, which may affect the duration of time a vehicle, including but not limited to vehicles to which campaign signs are attached, may remain on a premises used as a polling location.

8. This Article II relates only to signage that qualifies as Political Advertising as defined by Title 15 of the Texas Election Code. Placement of signage that is not Political Advertising on Hays County property may be regulated by the general provisions of the Hays County Property Use Policies under Article I, and therefore may be subject to an application procedure in advance of posting.

E. VIOLATIONS.

1. Any violation of these policies and regulations may result in the removal of items from the premises being used as a polling location. Items removed under these policies and regulations will be held for a minimum of 72 hours after removal and a Hays County representative will attempt to contact the candidate or entity that is believed to own such an item. However, it is not the responsibility of Hays County to ensure any candidate or entity is actually notified of the removal of items, and items may be discarded or destroyed after a period of 72 hours from the time of removal.
2. Individuals found to be violating these policies and regulations will be asked to cease and desist the volatile activity. If that individual continues to violate these policies and regulations, he/she may be provided with a Criminal Trespass Warning and ordered to leave the premises being used as a polling location. Recipients of a Criminal Trespass Warning who return to the premises in violation of the terms of said Warning may be subject to arrest.

III. USE OF HAYS COUNTY PROPERTY FOR PUBLIC DISPLAYS, FIXTURES OR SYMBOLS

A. DEFINITIONS.

For the purposes of this Article III, the following definitions apply:

1. **“Display” or “Fixture” or “Symbol”** shall mean an item(s) to be installed on County Property that is not necessarily tied to an Event held on County Property, but may represent an Organizer’s desire to attract public viewing of the item(s) by the general population.
2. **“Installation”** shall mean to make a prominent exhibition of a Display, Fixture, or Symbol in a location that can be viewed by the general population temporarily, which shall not exceed more than ten (10) days of its initial installation.
3. **“Equipment”** shall mean any material or tools, such as sand bags, cinderblocks, canopies, that will assist and/or is helpful to the structure of a Display, Fixture, or Symbol.
4. **“Organizer”** shall mean the individual or entity responsible for representing, planning, and installing a Display, Fixture, or Symbol.

B. PURPOSE.

The purpose of this Article III is to provide reasonable regulation of citizens using county-owned property. Regulation of Public Displays, Fixtures, or Symbols shall be content neutral. The regulations contained herein are intended to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for the public.

C. DOCUMENTARY REQUIREMENTS.

1. **Display, Fixture, or Symbol.** At least 10 days prior to its initial installation, an Organizer shall submit an *Application for Public Displays, Fixtures or Symbols*. When presented by the County, the Organizer shall execute a standard ***License Agreement for Displays, Fixtures or Symbols***, the contents of which *shall* require the Organizer to secure Special Event Insurance, General Liability Insurance, or the like. An Organizer is required to state what the content of the Display, Fixture, or Symbol will be, stating that Hays County is not liable for any damages that the Display, Fixture, or Symbol may incur during its placement on Hays County Property. An Organizer shall place a sign on the Display, Fixture, or Symbol disclaiming an endorsement or participation by the County.

D. DEPOSIT FOR USE OF COUNTY PROPERTIES.

1. Organizer of public Displays, Fixtures, or Symbols will be required to submit a deposit in the amount of \$450 and is subject to change by the County Judge. Deposits may be paid by Cashier’s Check, Money Order, or GovPay and delivered to the County Contact no later than forty-eight (48) hours prior to the Display, Fixture, or Symbols’ initial placement. The County may deduct from the deposit:
 - a) The cost of damage to County Property that is a direct result from the Display, Fixture, or Symbol; and

- b) The cost of extra labor to directly attributable to the damage caused by the Display, Fixture, or Symbol.
- 2. The deposit refund process takes approximately two (2) weeks from the date of the event. A \$35 per hour fee for clean-up of the County Property will be charged if necessary.
- 3. Any violation of these policies and regulations may result in the removal of the Display, Fixture or Symbol from the premises. Items removed under these policies and regulations will be held for a minimum of 72 hours after removal and a Hays County representative will attempt to contact the Organizer that is believed to own the Display, Fixture, or Symbol. However, it is not the responsibility of Hays County to ensure any Organizer is notified of the removal of the Display, Fixture or Symbol. The Display, Fixture or Symbol may be discarded or destroyed after a period of 72 hours from the time of removal.

E. REGULATIONS.

- 1. Displays, Fixtures, or Symbols may only be installed after execution of a *License Agreement for Displays, Fixtures or Symbols*.
- 2. Approval may not be granted if it is determined that the Display, Fixture, or Symbol:
 - a) may cause physical damage to County Property;
 - b) may endanger the health and safety of Hays County employees or the public;
 - c) may invoke violence, riot, or any criminal act;
 - d) may have the intent of intimidating any person, or protected class; and/or
 - e) is being installed by an Organizer who has a record of violating County policy.
- 3. Organizer must place a sign on the Display, Fixture, or Symbol disclaiming an endorsement or participation by the County.
- 4. Displays, Fixtures, or Symbols that are placed on County Property shall be for a duration of ***no more than 10 days*** from initial placement.
- 5. Any Equipment that assists the structure of a Display, Fixture, or Symbol will not be provided by the County, and must not obstruct sidewalks or pathways.
- 6. In the event of inclement weather, Displays, Fixtures, or Symbols may be taken down and stored away by a county employee to prevent damage to County property.
 - a) If inclement weather were to occur prior to a Display, Fixture, or Symbol set up, the County may require postponement of the installation. Organizer is responsible for rescheduling a time to set up their Display, Fixture, or Symbol. If an Organizer wishes to withdraw the installation, a full refund of the security deposit will be provided.
- 7. A Display, Fixture, or Symbol's dimension shall not exceed past the dimension of the designated area. However, the Hays County Judge's Office shall determine the appropriate dimensions of the Display, Fixture, or Symbol.

8. Sound equipment, chairs, podiums, tents, or other equipment required for a Display, Fixture, or Symbol must be approved by the Hays County Judge's Office in advance of installation and must be furnished and installed by the requesting party. Installation approval is subject to inspection by County Staff and the County Fire Marshal.
9. All public Displays, Fixtures, and Symbols will be located in Quadrant 4 of the Hays County Courthouse (*See* Diagram 1 attached hereto).

IV. HAYS COUNTY PROPERTY USE OVERSIGHT

Subject to the provisions above, the following individuals are hereby granted the authority to oversee the use of the following Properties. *Use of any County Property not enumerated below shall be considered under the authority and oversight of the County Judge.* Some County Properties (e.g. the Hays County Government Center) are not considered Traditional Public Forums, and use of those Properties will be determined by the limitations of that particular forum. Some County Properties are a mix of forums, featuring areas that are Non-Public Forums (e.g. offices, storage areas, etc.) and areas that are Limited Public Forums (e.g. Hays County Government Center interiors are for functions sponsored by Governmental entities only). Questions regarding public forum designations may be directed to the Designated Authority or legal counsel for Hays County.

<u>A. COUNTY PROPERTY</u>	<u>DESIGNATED AUTHORITY</u>
1. Hays County Jail and Sheriff's Office** 1307 Old Uhland Road San Marcos, Texas 78666	Sheriff Gary Cutler** (or successor)
2. Precinct 1 Right of Way	Commissioner Debbie Ingalsbe (or successor)
<u>3. Broadway Building</u>	
3. 418 Broadway Street San Marcos, Texas 78666	Commissioner Debbie Ingalsbe (or successor)
4. Precinct 2 Office(s) and Right of Way 5458 FM 2770 Kyle, Texas 78640	Commissioner M. Cohen (or successor)
5. Precinct 3 Office(s) and Right of Way 200 Stillwater, Suite 103 Wimberley, Texas 78676	Commissioner Lon A. Shell (or successor)
6. Precinct 4 Office(s) and Right of Way 195 Roger Hanks Parkway Dripping Springs, Texas 78620	Commissioner Walt Smith (or successor)
7. Randall Vetter Park 3970 South Old Stagecoach Road San Marcos, Texas 78666	Commissioner Walt Smith (or successor)
8. Dudley Johnson Park 3970 South Old Stagecoach Road San Marcos, Texas 78666	Commissioner Walt Smith (or successor)
9. Jacob's Well Natural Area Located in Precinct 3	Commissioner Lon A. Shell (or successor)

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~~10.7.~~ Courthouse Grounds County Judge
Ruben Becerra 111 East San Antonio Street
San Marcos, Texas 78666 (or successor)

~~11.8.~~ Hays County Government Center
County Judge Ruben Becerra
712 South Stagecoach Trail
San Marcos, Texas 78666 (or successor)

~~401 North Rebel Drive~~ Commissioner ~~Walt Smith~~
~~Buda, Texas 78640~~ (or successor)

9. Precinct 5 Office(s)
500 Jack C Hays Trail Commissioner Walt
Smith~~M. Cohen~~ Buda, Texas 78610 (or successor)

~~12.10.~~ Elections Office
County Judge Becerra
120 Stagecoach Trail
San Marcos, TX 78666 (or successor)

~~13.11.~~ Public ~~Service~~ Safety Building
~~County Judge Becerra~~ Sheriff Gary
Cutler**
810 S. Stagecoach Trail
San Marcos, TX 78666 (or successor)

12. Countywide Operations/Local Health Dept. County Judge Ruben Becerra
101 Thermon Drive (or successor)
San Marcos, Texas 78666

13. Transportation & Development Services County Judge Ruben Becerra
2171 Yarrington Road (or successor)
Kyle, Texas 78640

14. County Parks and Open Space Projects Corresponding Precinct Commissioner

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**The Hays County Sheriff or Hays County Constables shall have authority over all activities that do not rise to the level of an Event as defined above. All outdoor Events held at the Hays County Jail and Sheriff's Office shall be subject to the authority and oversight of the Hays County Judge and/or the Hays County Commissioners Court.



AMENDED AND RESTATED PROPERTY USE POLICY

Effective September 12, 2023

AMENDED AND RESTATED PROPERTY USE POLICY

EFFECTIVE September 12, 2023

OVERVIEW

This Property Use Policy (“Policy”) is intended for use as a guide to the public and Hays County staff regarding the use of Hays County Properties (“Property”) by other local governmental entities, private entities, and citizens.

When used with good judgment and common sense, the Policy will enable the Hays County staff to provide safe and reasonable access to County Properties for approved events. County staff involved in the sponsoring of property use should be familiar with, and adhere to, the guidelines set forth within this Policy. Staff cooperation is essential if the County is to provide the most fair and open access to County Properties.

While this Policy does not answer all questions related to property use, it does provide the means for County employees to provide a consistent response to requests for use of County Properties, in particular, the Historical Hays County Courthouse grounds.

This Property Use Policy is subject to revision. Circumstances and needs related to use of County Properties can change on short notice. Though it may change from time to time, this Policy should provide objective, equitable guidelines that can be followed by County staff and Licensees.

I. GENERAL USE OF HAYS COUNTY PROPERTY

A. **DEFINITIONS.** The following words and terms, when used in this Article I shall have the following meanings, unless the context clearly indicates otherwise.

1. **“General Function(s)”** shall mean any activity held on the grounds involving twenty (20) or fewer people that does *not* meet the definition of a Class I, II, or III Event (e.g. picnics, dog walking, picketing, etc.)
2. **“Class III Event(s)”** shall mean any performance, ceremony, presentation, or activity held in the interior portions of the property that warrants coordination by the County and hosts fewer than twenty (20) people. A Class III Function has the option of using an exterior quadrant. Organizer shall execute a standard ***Class III License Agreement***.
3. **“Class II Event”** shall mean an event that:
 - a) hosts twenty (20) or more, but does not exceed two hundred (200) attendees; **or**
 - b) uses the existing electricity outlets on the Property, without additional setup; **or**
 - c) brings items onto the Property that, in the opinion of the Hays County Judge’s Office, presents some risk to the Property or people visiting the property (e.g. grills, bounce houses, etc.); **or**
 - d) calls for the temporary, exclusive use of space on the Property.

4. **“Class I Event”** shall mean an event that:
 - a) exceeds two hundred (200) attendees, **or**
 - b) requires more complex electricity setup than exists on the County Property (e.g. circuit boards, electrical panels, or generators).
5. **“County Contact”** shall mean the Hays County Judge Office, 111 E. San Antonio Street, Suite 300, San Marcos, Texas, (512) 393-2205.
6. **“County Properties” or “Property”** shall mean any property owned or leased by Hays County, a political subdivision of the State of Texas, on which an Event may be held.
7. **“County Official Sponsor”** shall mean an elected official of Hays County.
8. **“Organizer”** shall mean the individual or entity responsible for planning and hosting the Event.
9. **“Equipment”** shall mean any material or tools such as sandbags, cones, fencing, etc. that is being utilized by or assisting an Event..
10. **“Cancellation by County”** shall mean the decision to cancel an event due to weather or other reasons as determined by the County. The County, by and through its designated representative, shall provide written and/or verbal notice to the Organizer as soon as reasonably possible of any need to cancel an Event. In the event the cancellation is weather related, the decision will be made as soon as possible for the safety and welfare of the citizens of Hays County and the in the interest of property owned by Hays County.
11. **“Cancellation by Organizer”** shall mean the decision and written notice by the Organizer that an Event will not take Place.

B. DOCUMENTARY REQUIREMENTS.

1. **General Functions.** No advanced written notice shall be required for General Functions.
2. **Class III Events.** Organizer shall provide an *Application for Class III Event* for events that are expected to attract an attendance of less than twenty (20) people. Notice shall be provided to the County Contact at least ten (10) business days prior to a Class III Event. Hays County reserves the right to designate, by advanced written notice, a specific area on the Property within which the Class III Event must be held. When presented by the County, organizer shall execute a standard **Class III License Agreement**; the contents of the Agreement shall *not* require Organizer to secure Special Event Insurance.
3. **Class II Events.** At least ten (10) days prior to a Class II Event, Organizer shall provide an *Application for Class II Event* for events that are expected to attract more than twenty (20), but less than 200 (200) attendees. The Organizer will then receive and execute a **Class II License Agreement** issued by Hays County. Although Organizer is not required to secure special event or general liability insurance under the Class II License Agreement, it is recommended.

4. ***Class I Events.*** At least ten (10) days prior to a Class I Event, Organizer shall submit an *Application for Class I Event* for events that are expected to attract over two hundred (200) attendees. Organizer will then receive and execute a standard ***Class I License Agreement*** issued by Hays County, the contents of which *shall* require Organizer to secure Special Event Insurance or General Liability Insurance.

C. DEPOSIT FOR USE OF COUNTY PROPERTIES.

1. Organizer of Class I and Class II Events may be required to submit a deposit, the amount of which shall be set by the Hays County Judge. Deposits may be paid by Cashier's Check, Money Order, or GovPay and delivered to the County Contact no later than twenty-four (24) hours prior to the Event. These amounts are subject to change:
 - a) Class I Events \$450
 - b) Class II Events \$250
 - c) Class III Events \$250
 - d) Public Displays, Fixtures, or Symbols \$450
2. The County may deduct from the deposit:
 - a) the cost of damage to the County Properties that is a direct result from the event or activity; and
 - b) the cost of extra labor directly attributable to the Event or activity.
3. Organizer will be held responsible for clean-up of the area, including the restrooms located inside the Courthouse. Any deposit will be refunded following an inspection of the area to determine that the area has been adequately cleaned. The deposit refund process takes approximately two (2) weeks from the date of the event. A \$35 per hour fee for clean-up of the County Property will be charged, if necessary.
4. Violation of any of the County Policy will result in Event cancellation and loss of security deposit.

D. SECURITY.

Organizer of Events that anticipate one hundred (100) or more attendees shall be required to hire one (1) officer to act as security during Event times. An Organizer may also be required to hire security during set-up and clean-up times, before and after the Event. Organizer shall utilize off-duty officers from the Hays County Sheriff's Office or from a Constable's office within Hays County, as required by the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association, as may be amended from time to time. Additional security may be required if, in the opinion of the Hays County Judge's Office, additional security is needed for safety and/or protection of Hays County property.

E. MISCELLANEOUS PROVISIONS.

1. The individual granted authority to oversee a County Property under Article IV may, at his/her own discretion, reasonably restrict the duration of any Event held on that property.
2. The individual granted authority to oversee a County Property under Article IV may, at his/her own discretion, reasonably dictate the times of day during which any Event may be held on that property.

3. The individual granted authority to oversee a County Property under Article IV may, at his/her own discretion, reasonably designate, by advanced written notice, a specific area or areas on the Property within which any Event must be held on that property.
4. Approval of an Event or activity may not be granted if it is determined that the event:
 - a) may cause physical damage to County Property;
 - b) may endanger the health and safety of Hays County employees or the public;
 - c) may invoke violence, riot, or any criminal act;
 - d) may have the intent of intimidating any person, or protected class; and/or
 - e) is being held by an Organizer who has a record of violating County policy.
5. Property use may not interfere with any Commissioners Court session or the regular use of County business. Use of County property may be subject to content-neutral, security restrictions enforced by the Hays County Sheriff's Office or Hays County Constable's Office.
6. Sound equipment, chairs, podiums, tents, or other equipment required for ceremonies, presentations, performances, rallies, or press conferences must be approved in advance of installation by the County Judge but furnished and installed by the requesting party. Installation approval is subject to inspection by County Staff and the County Fire Marshal.
7. The County may allow up to two (2) signs advertising an upcoming Event beginning two (2) weeks prior to the Event. Location of signage shall be arranged through the Hays County Judge's Office and shall be determined based on several factors, including but not limited to space needed for other Events and obstruction of views. Signs may be no larger than 4' x 10'. Any deposit required for the Event shall be paid prior to the placement of signage under this Section.
8. Uses of County Property may not violate local, state, or federal law. The time, place, and manner of use of County Property may be subject to reasonable, content-neutral, limitations and/or restrictions.
9. No signs, placards, or visual displays may be carried into the County Properties (inside buildings) or placed on the County Properties. No signs, placards, or visual displays may be attached to any part of the County Properties, including, but not limited to walls, fences, lampposts, flagpoles, trees, etc., except as approved by the Hays County Judge's Office.
10. No use of stakes, anchors or any other objects to secure tents or other equipment shall be used. Tents and/or other equipment shall only be secured in place by sandbags or weights.
11. Other than bathroom access, no use of the interior portions of a County Property shall be allowed without sponsorship of the Event by a County Official Sponsor. A County Official Sponsor, or that Sponsor's designee, must be present at the Event.
12. Soliciting charitable donations, contributions, or collecting private debts on County Property is prohibited. Commercial soliciting, vending, and displaying or distributing commercial advertising on County Property is prohibited, except when in conjunction with an event approved by the Commissioners Court.
13. No discharge of firearms is allowed on Hays County Properties without written consent of

the Hays County Judge after authorization by the Hays County Commissioners Court.

14. Events may last no longer than three (3) consecutive days.
15. Equipment left overnight requires advance special approval from the Hays County Judge's Office.
16. Equipment may not be provided by the County. Equipment provided by Organizer must not obstruct or damage walkways or property.
17. If inclement weather were to occur prior to an Event, Organizer is responsible for rescheduling. If the Organizer desires to withdraw their activity prior to the Event, a full refund of the security deposit will be allowed.
18. Cancellation by an Organizer must be in writing and submitted to the Hays County Judge's Office at least two (2) days prior to the Event.

II. USE OF HAYS COUNTY PROPERTIES FOR PUBLIC ELECTIONS AND POLLING LOCATIONS

A. AUTHORITY.

Pursuant to Chapter 61 of the Texas Elections Code (Code), as amended, Hays County enacts the following policies and regulations concerning the time, place, and manner of electioneering on county-owned property outside the area described in Section 61.003(a) of the Code which is within 100 feet of an outside door through which a voter may enter the building in which a polling place is located. The regulations are not intended to and do not prohibit electioneering outside the 100 feet of an outside door through which a voter may enter the building in which a polling place is located as described in Section 61.003(a) of the Code, but are to provide reasonable viewpoint-neutral regulations for electioneering on property owned by Hays County that is outside the 100 feet radius as described in Section 61.003(a) of the Code.

B. DEFINITIONS.

For the purposes of this Article II, the following definitions apply:

1. **“Camping”** shall mean the posting of political signs, including the use of tents, chairs, booths, tables or other furniture to post, use or distribute political signs or literature.
2. **“Early Voting Period”** means the period prescribed by Section 85.001 of the Texas Election Code.
3. **“Voting Period”** shall mean the period beginning when the polls open for voting and ending when the polls close or the last voter has voted, whichever is later.
4. **“Runoff Election”** shall mean any election held pursuant to Section Chapter 2, Subchapter B of the Texas Election Code.

C. PURPOSE.

The purpose of this Article II is to provide reasonable regulations for electioneering on county owned property when such property is used as an election polling place. The regulations contained herein are to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for the public.

D. REGULATIONS.

The following regulations are enacted, adopted and apply to property owned by Hays County that is outside the 100 feet radius as described in Section 61.003(a) of the Code:

1. It shall be a violation of these regulations for any person to leave any campaign sign or literature on county-owned property that is used as a polling place other than as follows:
 - a) For polling places that offer an Early voting Period and a Voting Period, beginning at 5:00 p.m. on the Friday before the start of the Early Voting Period and running through the Voting Period and until 36 hours after the polls close for the designated Voting Period;

- b) For polling places that only offer an Early Voting Period, beginning at 5:00 p.m. on the Friday before the start of the Early Voting Period and running until 36 hours after the polls close for the designated Early Voting Period;
 - c) For polling places that only offer a Voting Period, beginning at 5:00 p.m. on the Friday before the start of the Voting Period and running until 36 hours after the polls close for the designated Voting Period. Runoff Elections shall be treated as their own Voting Period for the purposes of this Section.
2. It shall be a violation of these regulations for any person to engage in Camping on sidewalks, driveways, or parking areas during or within 1 hour of the business hours of any county facility on the premises of a polling location. If the business hours of a county facility are not posted, the business hours of that facility shall be Monday through Friday from 8:00 a.m. to 5:00 p.m. This Section shall not apply to campaign signs that are attached to vehicles that are lawfully parked (outside the 100 feet radius) on a premises used as a polling location, granted that the signs are not blocking the view of vehicles entering or leaving the parking areas. Likewise, this Section shall not apply to electioneering activity that is conducted on foot and without the use of tents, chairs, booths, tables or other furniture to post, use or distribute political signs or literature. However, this Section shall not be construed to permit any electioneering whatsoever within 100 feet of an outside door through which a voter may enter the building in which a polling place is located.
 3. It shall be a violation of these regulations for any person to attach, place or otherwise affix any campaign sign literature or material to any building, tree, shrub, pole, fixture, or other improvement on a premises used as a polling location. A violation of this Section by a candidate or the agents of a candidate that results in damage to County property may result in financial liability of the candidate and action by the County to recover the costs of damages.
 4. It shall be a violation of these regulations for any person to place a sign in the right-of-way of the public road way adjacent to county-owned property where a polling location is located pursuant to Texas Transportation Code, Section 393.002. Violation of this regulation is also a violation of state law, and the violator may be charged with a Class C Misdemeanor.
 5. Placement of signage requiring a metal T-post or stake that has to be driven into the ground for support will only be allowed in designated areas to protect irrigation systems and landscaping. The Hays County Commissioners Court shall designate these areas and make copies of such designations available in advance of the period in which electioneering is permitted under Regulation 1. A violation of this Section by a candidate or the agents of a candidate that results in damage to County property may result in financial liability of the candidate and action by the County to recover the costs of damages.
 6. Tents, covered canopies or any other camping structures that are anchored to the ground may not be placed on a premises used as a polling location.
 7. The Hays County Commissioners Court reserves the right to institute parking regulations within the parking lot(s) of any County-owned property, which may affect the duration of time a vehicle, including but not limited to vehicles to which campaign signs are attached, may remain on a premises used as a polling location.

8. This Article II relates only to signage that qualifies as Political Advertising as defined by Title 15 of the Texas Election Code. Placement of signage that is not Political Advertising on Hays County property may be regulated by the general provisions of the Hays County Property Use Policies under Article I, and therefore may be subject to an application procedure in advance of posting.

E. VIOLATIONS.

1. Any violation of these policies and regulations may result in the removal of items from the premises being used as a polling location. Items removed under these policies and regulations will be held for a minimum of 72 hours after removal and a Hays County representative will attempt to contact the candidate or entity that is believed to own such an item. However, it is not the responsibility of Hays County to ensure any candidate or entity is actually notified of the removal of items, and items may be discarded or destroyed after a period of 72 hours from the time of removal.
2. Individuals found to be violating these policies and regulations will be asked to cease and desist the volatile activity. If that individual continues to violate these policies and regulations, he/she may be provided with a Criminal Trespass Warning and ordered to leave the premises being used as a polling location. Recipients of a Criminal Trespass Warning who return to the premises in violation of the terms of said Warning may be subject to arrest.

III. USE OF HAYS COUNTY PROPERTY FOR PUBLIC DISPLAYS, FIXTURES OR SYMBOLS

A. DEFINITIONS.

For the purposes of this Article III, the following definitions apply:

1. **“Display” or “Fixture” or “Symbol”** shall mean an item(s) to be installed on County Property that is not necessarily tied to an Event held on County Property, but may represent an Organizer’s desire to attract public viewing of the item(s) by the general population.
2. **“Installation”** shall mean to make a prominent exhibition of a Display, Fixture, or Symbol in a location that can be viewed by the general population temporarily, which shall not exceed more than ten (10) days of its initial installation.
3. **“Equipment”** shall mean any material or tools, such as sand bags, cinderblocks, canopies, that will assist and/or is helpful to the structure of a Display, Fixture, or Symbol.
4. **“Organizer”** shall mean the individual or entity responsible for representing, planning, and installing a Display, Fixture, or Symbol.

B. PURPOSE.

The purpose of this Article III is to provide reasonable regulation of citizens using county-owned property. Regulation of Public Displays, Fixtures, or Symbols shall be content neutral. The regulations contained herein are intended to mitigate against any safety concerns, prevent damage to public property, and ensure that the property is sufficiently available for the public.

C. DOCUMENTARY REQUIREMENTS.

1. **Display, Fixture, or Symbol.** At least 10 days prior to its initial installation, an Organizer shall submit an *Application for Public Displays, Fixtures or Symbols*. When presented by the County, the Organizer shall execute a standard ***License Agreement for Displays, Fixtures or Symbols***, the contents of which *shall* require the Organizer to secure Special Event Insurance, General Liability Insurance, or the like. An Organizer is required to state what the content of the Display, Fixture, or Symbol will be, stating that Hays County is not liable for any damages that the Display, Fixture, or Symbol may incur during its placement on Hays County Property. An Organizer shall place a sign on the Display, Fixture, or Symbol disclaiming an endorsement or participation by the County.

D. DEPOSIT FOR USE OF COUNTY PROPERTIES.

1. Organizer of public Displays, Fixtures, or Symbols will be required to submit a deposit in the amount of \$450 and is subject to change by the County Judge. Deposits may be paid by Cashier’s Check, Money Order, or GovPay and delivered to the County Contact no later than forty-eight (48) hours prior to the Display, Fixture, or Symbols’ initial placement. The County may deduct from the deposit:
 - a) The cost of damage to County Property that is a direct result from the Display, Fixture, or Symbol; and

- b) The cost of extra labor to directly attributable to the damage caused by the Display, Fixture, or Symbol.
- 2. The deposit refund process takes approximately two (2) weeks from the date of the event. A \$35 per hour fee for clean-up of the County Property will be charged if necessary.
- 3. Any violation of these policies and regulations may result in the removal of the Display, Fixture or Symbol from the premises. Items removed under these policies and regulations will be held for a minimum of 72 hours after removal and a Hays County representative will attempt to contact the Organizer that is believed to own the Display, Fixture, or Symbol. However, it is not the responsibility of Hays County to ensure any Organizer is notified of the removal of the Display, Fixture or Symbol. The Display, Fixture or Symbol may be discarded or destroyed after a period of 72 hours from the time of removal.

E. REGULATIONS.

- 1. Displays, Fixtures, or Symbols may only be installed after execution of a *License Agreement for Displays, Fixtures or Symbols*.
- 2. Approval may not be granted if it is determined that the Display, Fixture, or Symbol:
 - a) may cause physical damage to County Property;
 - b) may endanger the health and safety of Hays County employees or the public;
 - c) may invoke violence, riot, or any criminal act;
 - d) may have the intent of intimidating any person, or protected class; and/or
 - e) is being installed by an Organizer who has a record of violating County policy.
- 3. Organizer must place a sign on the Display, Fixture, or Symbol disclaiming an endorsement or participation by the County.
- 4. Displays, Fixtures, or Symbols that are placed on County Property shall be for a duration of ***no more than 10 days*** from initial placement.
- 5. Any Equipment that assists the structure of a Display, Fixture, or Symbol will not be provided by the County, and must not obstruct sidewalks or pathways.
- 6. In the event of inclement weather, Displays, Fixtures, or Symbols may be taken down and stored away by a county employee to prevent damage to County property.
 - a) If inclement weather were to occur prior to a Display, Fixture, or Symbol set up, the County may require postponement of the installation. Organizer is responsible for rescheduling a time to set up their Display, Fixture, or Symbol. If an Organizer wishes to withdraw the installation, a full refund of the security deposit will be provided.
- 7. A Display, Fixture, or Symbol's dimension shall not exceed past the dimension of the designated area. However, the Hays County Judge's Office shall determine the appropriate dimensions of the Display, Fixture, or Symbol.

8. Sound equipment, chairs, podiums, tents, or other equipment required for a Display, Fixture, or Symbol must be approved by the Hays County Judge's Office in advance of installation and must be furnished and installed by the requesting party. Installation approval is subject to inspection by County Staff and the County Fire Marshal.
9. All public Displays, Fixtures, and Symbols will be located in Quadrant 4 of the Hays County Courthouse (*See Diagram 1 attached hereto*).

IV. HAYS COUNTY PROPERTY USE OVERSIGHT

Subject to the provisions above, the following individuals are hereby granted the authority to oversee the use of the following Properties. *Use of any County Property not enumerated below shall be considered under the authority and oversight of the County Judge.* Some County Properties (e.g. the Hays County Government Center) are not considered Traditional Public Forums, and use of those Properties will be determined by the limitations of that particular forum. Some County Properties are a mix of forums, featuring areas that are Non-Public Forums (e.g. offices, storage areas, etc.) and areas that are Limited Public Forums (e.g. Hays County Government Center interiors are for functions sponsored by Governmental entities only). Questions regarding public forum designations may be directed to the Designated Authority or legal counsel for Hays County.

A. <u>COUNTY PROPERTY</u>	<u>DESIGNATED AUTHORITY</u>
1. Hays County Jail and Sheriff's Office** 1307 Old Uhland Road San Marcos, Texas 78666	Sheriff Gary Cutler** (or successor)
2. Precinct 1 Right of Way	Commissioner Debbie Ingalsbe (or successor)
3. Broadway Building 418 Broadway Street San Marcos, Texas 78666	Commissioner Debbie Ingalsbe (or successor)
4. Precinct 2 Office(s) and Right of Way 5458 FM 2770 Kyle, Texas 78640	Commissioner M. Cohen (or successor)
5. Precinct 3 Office(s) and Right of Way 200 Stillwater, Suite 103 Wimberley, Texas 78676	Commissioner Lon A. Shell (or successor)
6. Precinct 4 Office(s) and Right of Way 195 Roger Hanks Parkway Dripping Springs, Texas 78620	Commissioner Walt Smith (or successor)
7. Courthouse Grounds 111 East San Antonio Street San Marcos, Texas 78666	County Judge Ruben Becerra (or successor)
8. Hays County Government Center 712 South Stagecoach Trail San Marcos, Texas 78666	County Judge Ruben Becerra (or successor)
9. Precinct 5 Office(s) 500 Jack C Hays Trail Buda, Texas 78610	Commissioner Walt Smith (or successor)

- | | |
|---|--|
| 10. Elections Office
120 Stagecoach Trail
San Marcos, TX 78666 | County Judge Becerra
(or successor) |
| 11. Public Safety Building**
810 S. Stagecoach Trail
San Marcos, TX 78666 | Sheriff Gary Cutler**
(or successor) |
| 12. Countywide Operations/Local Health Dept.
101 Thermon Drive
San Marcos, Texas 78666 | County Judge Ruben Becerra
(or successor) |
| 13. Transportation & Development Services
2171 Yarrington Road
Kyle, Texas 78640 | County Judge Ruben Becerra
(or successor) |
| 14. County Parks and Open Space Projects | Corresponding Precinct Commissioner |

**The Hays County Sheriff or Hays County Constables shall have authority over all activities that do not rise to the level of an Event as defined above. All outdoor Events held at the Hays County Jail and Sheriff's Office shall be subject to the authority and oversight of the Hays County Judge and/or the Hays County Commissioners Court.



AGENDA ITEM REQUEST FORM: **G. 17.**

Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Shari Miller

Sponsor:

Judge Becerra

Agenda Item

Approve specifications for RFP 2023-P11 Property & Liability Insurance and authorize Purchasing to solicit for proposals and advertise. **BECERRA/MILLER**

Summary

Hays County is requesting proposals from qualified companies authorized to do business in the State of Texas and capable of providing property, and liability insurance for Hays County.

Attachments

Property & Liability Insurance RFP 2023-P11



SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: RFP 2023-P11
Property & Liability Insurance

Date Issued: September 14, 2023

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

12:00 p.m. local time October 5, 2023.

Proposals received after the time and date set for submission will be returned unopened.

For information please email:
purchasing@co.hays.tx.us

Questions concerning this RFP must be received in writing no later than 5:00 on September 21, 2023

Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:		Name:	
Mailing Address:		Title:	
		Email Address:	
		Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:
Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date
	Hays County Clerk	Date

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I. RFP Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies documents that **MUST** be submitted for the bid/proposal/SOQ to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal/SOQ to be considered responsive:

- ____ 1. Solicitation, Offer and Award Form completed and signed, and Proposal
- ____ 2. Vendor Reference Form
- ____ 3. Attachment A: Premium Cost Worksheet
- ____ 4. Attachment B: Questionnaire

Required Forms by Hays County:

- ____ 1. Conflict of Interest Questionnaire completed and signed
- ____ 2. Code of Ethics signed
- ____ 3. HUB Practices signed
- ____ 4. House Bill 89 Verification signed and notarized
- ____ 5. Senate Bill 252 Certification
- ____ 6. Debarment & Licensing Certification signed and notarized
- ____ 7. Vendor/Bidder's Affirmation completed and signed
- ____ 8. Federal Affirmations and Solicitation Acceptance
- ____ 9. Related Party Disclosure Form
- ____ 10. System for Award Management (www.SAM.gov) Entity Registration Page
- ____ 11. Any addenda applicable to this solicitation

Hays County will accept bids/proposals/SOQ, by the stated due date by one of the following methods:

- ____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered in a sealed envelope with the Solicitation Number and Vendor's name on the outermost envelope addressed to within 24 hours of proposal due date:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666
OR
- ____ 2. One (1) original bid packet and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to:
Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 7866

II. Summary

- 1. Type of Solicitation:** Request for Proposals
- 2. Solicitation Number:** RFP 2023-P11
Property & Liability Insurance
- 3. Issuing Office:** Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666
- 4. Responses to Solicitation:** Sealed proposals marked with Solicitation Number and Respondent Name on the outermost envelope
One (1) original and one (1) digital copy on a thumb drive
Electronic Bid Packets can be submitted through BidNet Direct and one (1) Hard Copy delivered to Hays County Purchasing within 24 of deadline
- 5. Deadline for Responses:** In issuing office no later than:
Thursday, October 5, 2023 @ 12:00 PM (CST)
- 6. Initial Contract Term:** November 16, 2023 – November 15, 2024
- 7. Optional Contract Terms:** Four, one (1) year renewal options
- 8. Designated Contact:** Hays County Purchasing
Email: purchasing@co.hays.tx.us
- 9. Questions & Answers:** Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than September 21, 2023 @ 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted on CivicPlus and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this RFP, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.

10. Addenda

Any interpretations, corrections, or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the

Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

11. Contact with County Staff:

Upon issuance of this solicitation, employees, and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

September 14, 2023	Issuance of RFP
September 21, 2023	Deadline for Submission of Questions (5:00 PM CT)
October 5, 2023	Deadline for Submission of Bids (12:00 PM CT) Late bids will not be accepted.
November 2023	Anticipated contract award date

III. Specifications

A. Introduction

Hays County is requesting proposals from qualified companies authorized to do business in the State of Texas and capable of providing property, and liability insurances for Hays County. Hays County's current property and liability policy carrier is through the Texas Association of Counties Risk Management Pool (TAC RMP). Proposal will be for coverage starting November 16, 2023, through November 15, 2024, one full year. The following are specific coverage Hays County would like proposed:

- General Liability
- Auto Liability & Physical Damage
- Public Officials Errors and Omissions Liability and Employment Practices Liability
- Law Enforcement Liability
- Crime
- Cyber
- Property & Machinery

B. Hays County Information

Audit & Bonds:

- An independent firm does an annual audit of our Financial Statements
- Outstanding Bonds
- Bond Rating

Employees:

- Number of Employees: 1119
- Bonded – Elected Officials:
 - Bonded Elected Official: 25
 - Bonded Appointed Officials: 1

Equipment & Vehicles Owned:

- Equipment & Vehicles Owned and Leased: 554
 - Repair work is done in-house and through outside vendors.
 - All Heavy Equipment is equipped with safety warning devices.
 - Hays County has guidelines in place for retirement of vehicles.

Roads & Bridges:

- Roads:
 - Estimated Mileage of Roads: 825.03
 - Roadwork performed by County Employees
 - Contract work awarded by Competitive Bidding
- Bridges:
 - Number of bridges owned and/or maintained: 15
 - Warnings and barriers posted and maintained.
 - Bridges posted with size and weight limits.
 - Types of bridges: Concrete and steel, Large Metal Culverts
- Flood Controls-span, Culvert, and Dam: 30

C. Scope of Work

The successful respondent must be able to provide the following property and liability insurance coverage, and services:

- Must have the capabilities to provide 24 hours a day/7 day a week claims reporting service using e-mail, fax, phone, and online computer system.
- Respondents must provide specimen policies including the endorsements that will be attached to the policy.

- Respondents must indicate whether the quotations are subject to all lines being bound or if some lines of coverage can be purchased individually.
- The specifications must be completed in full for all lines that are being quoted and all variances to the specifications must be explained in detail.
- Agents must provide a certificate evidencing \$1,000,000 Per Occurrence for Errors and Omissions Insurance.
- Must provide completed Attachment A & Attachment B

D. Qualifications

Hays County is seeking to contract with a competent provider of Property Insurance and Liability Insurance, specifically, it is seeking those vendors with the following qualifications:

- The respondent must have a minimum of five (5) years' experience in successfully working with government agencies and counties in Texas of a similar size and scope as Hays County.
- The vendor must be authorized to do business in the State of Texas.
- A.M. Best ratings must be provided for all standard insurance company quotes.
- Any agent or agency submitting a proposal must be licensed by the carrier stipulated therein at the time it is submitted.

REFERENCES: Hays County requires respondent to supply with the statement of qualifications, a list of at least three (3) references where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONSIBILITY: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

- Have adequate financial resources, or the above ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

TIME OF PERFORMANCE: It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

SYSTEM FOR AWARD MANAGEMENT: Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration page that shows your firm is in active status and is not expired.

E. Evaluation Criteria

Proposals will be evaluated by Hays County staff. Proposals will be ranked according to the criteria outlined below, **Maximum point = 100**. The County reserves the right to conduct interviews after the first round of evaluations if deemed necessary, **Ranking**.

Vendor's Qualifications & Experience

30 points

- Financial Ability
- Demonstrated prior experience in providing similar services
- Demonstrated qualifications and capability
- Reputation of Vendor and key personnel

Premium Cost

30 Points

- Price inclusive of all provisions of specifications
- Proposed cost efficiencies

Capacity to Perform

25 Points

- Meets all minimum requirements of RFP
- Satisfactorily addresses all requested information (Questionnaire)
- Quality control
- Procedures to assure legal compliance

Policy Terms & Conditions

15 Points

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts.

The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Hays County is an Affirmative Action/Equal Opportunity Employer and strives to attain goals for Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

F. Proposal Packet

The proposal must be submitted with a continuous binding (e.g. – spiral, GBC, etc.) along the left edge; no other binding will be accepted. While the County does not desire tab dividers in the proposals, if included they would not count towards the 30-page limit. Sheet size is limited to 8½” x 11” sheets only, using 12-point font and shall not exceed thirty (30) pages (15 sheets front and back) in length, but not including:

- Letter of Transmittal: including name & address of Vendor; name, title & telephone number of contact person for the Vendor; statement that the proposal is in response to this solicitation; and the signature, typed name and title of the individual who is authorized to commit the Contract to the proposal.
- Table of Contents
- Appendix materials (resumes, and Hays County forms)
- Front and rear covers

Items that are included in the thirty (30) page count:

- **Attachment A: Premium Cost Worksheet**
- **Attachment B: Questionnaire**
- **Profile/Experience of the Organization**
 - Company information shall include: Company legal name of the Bidder, principal place of business, number of years in business, and description of company organization including identification of number of staff dedicated to the project.
 - Experience of the Company and prior work performance on three (3) projects of similar size and scope that have been completed in the last five (5) years.
 - List of any criminal charges, civil lawsuits, or dispute resolutions to which the Company is a part in the past five (5) years and the nature of the issue. Indicating if and how it was resolved.
- **Key Personnel**
 - Provide resumes of all employees who may be assigned to provide services if your company is selected.

- Provide an organizational chart containing the names, telephone numbers and email address of the prime providers and any sub-providers that would be proposed for the team and their contract responsibilities by work category.
- **Executive Summary: (MUST address each item listed below)**
 - Identity any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion may result in disqualification of the Proposal.
 - Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.
 - Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

G. Submittal Requirements

Respondent must deliver the following to the Issuing Office by the specified deadline or upload the proposal electronically to BidNet Direct:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the respondent with original signatures, and
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the respondent. (through BidNet Direct), and
- One (1) original proposal with required forms manually signed by the respondent, delivered to the Hays County Purchasing Office, within 24 hours of the proposal due date and time. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive

LATE SUBMITTALS WILL NOT BE ACCEPTED.

ALTERING PROPOSALS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWING OF PROPOSAL: A proposal may be withdrawn at any time prior to the official opening. After the official opening, proposals may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

ADDENDA: Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. It is the Respondent's responsibility to acknowledge receipt of all addenda with proposal submission.

FORMS: All proposals must be submitted on the forms provided in this solicitation document. Changes to solicitation forms made by bidders shall disqualify the proposal.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section V for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

RESPONDENT'S ACCEPTANCE: by submitting a response to this RFP, the respondent certifies that it has fully read and understands the terms, conditions and statements of this Request for Qualifications and has knowledge of the scope of the quality of services to be furnished and intends to adhere to the provisions described herein.

H. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract for named project to an organization on the basis of "best value". Best value will be determined based on cost, experience, qualifications, references, proposed methodology/technical proposal, and overall responsiveness, clarity, and organization of the solicitation response.

COMPANY AGREES, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the proposal will be one hundred eighty (180) calendar days from the submission date.

The awarded company expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The awarded company agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

ACCEPT OR REJECT: It is understood that Hays County reserves the right to accept or reject any and all submittals as it shall deem to be in the best interest of Hays County. The prospective entities are fully responsible for all costs incurred in the preparation and/or presentation of the RFP submittals. All received RFP submittals will become the property of the County. The RFP does not commit the County to award a contract, issue a purchase order, or pay any costs incurred in the preparation of a submission in response to this RFP. Proposals may be held for one hundred twenty (120) calendar days after opening without taking action.

COMMISSIONERS COURT APPROVAL REQUIRED: The Hays County Commissioners Court must approve the contractors selected to provide the services requested in this RFP. The County reserves the right to authorize contract negotiations to begin without further discussion with contractors submitting a response. Therefore, each proposal should be submitted as completely and accurately as possible. The County reserves the right to request additional data, oral discussions, or presentations in support of the written proposal. If the proposal is accepted and approved by Commissioners Court, this document shall be made part of the contract.

Respondent's Obligation Regarding Evaluation

- a. SUBMISSION OF INFORMATION. Submitters are cautioned that it is each contractor and or individual's sole responsibility to submit information related to the evaluation categories, and the County is under no obligation to solicit such information if it is not included with the proposal. Failure of a contractor or individual to submit such information may cause an adverse impact on the evaluation of the specific proposal.
- b. SUBMITTER REVIEW OF RFP. Submitters are responsible for examining and being familiar with all specifications, terms, conditions, provisions, and instructions of the RFP and their responses. Failure to do so will be at the contractor and/or individual's risk and will not be a determinative factor when awarding the contract for services.

ORAL NON-BINDING: Any non-written representations, explanations, or instructions given by County staff or County agents are not binding and do not form a part of, or alter in any way, the RFP, a written agreement pertinent to the RFP, or the awarding of the contract.

RESERVATIONS BY COUNTY: The Commissioners Court has the right to accept, reject, or cancel any and all submissions. In addition, the County expressly reserves the following:

1. waive any defect, irregularity, or informality in any submission or RFP procedure;
2. extend the RFP closing time and date;
3. reissue this RFP in a different form or context;
4. procure any item by other allowable means;
5. revise and modify, at any time before the RFP submittal due date, the factors and/or weights of factors the County will consider in evaluating RFP submittals and to otherwise revise or expand its evaluation methodology as set forth herein;
6. investigate the qualifications of any contractor under consideration and require confirmation of information furnished by a contractor;
7. require additional information from a contractor concerning contents of its RFP submittal and/or require additional evidence of qualifications;
8. waive minor deviations from specifications, conditions, terms, or provisions of the RFP, if it is determined that waiver of the minor deviations improves or enhances the County's business interests under the RFP;
9. extend any contract when most advantageous to the County, as set forth in this RFP.
10. appoint an evaluation committee to review RFP submittals or responses, make recommendations and seek the assistance of outside technical experts in RFP submittal evaluation;
11. hold interviews and conduct discussions and correspondence with one or more of the contractors responding to this RFP to seek an improved understanding and evaluation of the responses to this RFP.
12. disclose information contained in an RFP submittal to the public as required under the Texas Public Information Act; AND/OR
13. exercise any other right reserved or afforded to Hays County under this RFP. The County reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the County.

The County shall not, under any circumstances, be bound by or be liable for any obligations with respect to any construction project until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the County have been executed and authorized by the County, and then only to the extent of such agreements.

I. Warranty of Performance

The successful respondent expressly warrants that all services specified in the RFP will be performed with care and diligence and in accordance with all specifications of the RFP. The successful respondent agrees to correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the respondent, in terms of specifications, shall be basis for the termination of the contract by the property owner. The property owner shall not pay for services that are unsatisfactory.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state, and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the proposal. Any contract executed as a result of this RFP shall be governed by the laws of the State of Texas.

IV. General Terms and Conditions for Solicitations

Applicable To: Request for Proposals (RFP)

1. GENERAL DEFINITIONS:

- a. "Auditor" means the Hays County Auditor or his/her designee.
- b. "Commissioners Court" means Hays County Commissioners Court.
- c. "Contract" means the contract awarded pursuant to the RFP and negotiated cost proposal.
- d. "Vendor" means a person or firm receiving an award of contract from Commissioners Court.
- e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
- f. "County Building" means any County owned buildings and does not include buildings leased by County.
- g. "Is doing business" and "has done business" mean:
 - i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year.
 - iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- h. "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- i. "Purchasing Manager" means the Hays County Purchasing Manager.
- j. "Sub-vendor" means a person or firm doing business with a Vendor.

2. **FUNDING:** Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. **FUNDING OUT:** Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Vendor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- a. Vendor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- b. As a minimum, invoices shall include: (i) name, address, and telephone number of Vendor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
County Auditor
712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

- d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
 - e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., Ch. 2251.
5. COUNTY TAXES: If the Vendor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the vendor is delinquent in payment of County property taxes at the time of invoicing, Vendor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.
6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., Ch. 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Vendors and sub-vendors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the vendor or sub-vendor receives payment. Vendors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or (ii) a correct invoice is received at the designated place.
7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.
8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them and reject those items which are damaged, or which do not conform to specifications. Vendor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.
9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.
10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.
11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
- a. Vendor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin, or handicapped condition.
 - b. Vendor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Vendor were an entity bound to comply with these laws.

12. CHANGES:

- a. This Contract may be amended only by written instrument signed by both County and Vendor. It is acknowledged by Vendor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
- b. Vendor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Vendor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:

- a. Vendor represents that he has thoroughly examined the drawings, specifications, schedule, instructions, and all other contract documents. Vendor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
- b. The Vendor's delivery time includes weekends and holidays.
- c. Vendor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
- d. Vendor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Vendor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to items sold.
- e. The Vendor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
- f. Vendor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Vendor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Vendor's expense.

14. SUBCONTRACTS:

- a. Vendor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY VENDOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
- b. If a subcontract is approved, Vendor must make a "good faith" effort to take all necessary and reasonable steps to ensure HUBs maximum opportunity to be sub-vendors under this Contract. Vendor must obtain County approval of all proposed HUB sub-vendors through the Purchasing Manager. Failure by Vendor to make a good faith effort to employ HUBs as sub-vendors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

- a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
 - b. The terms, provisions, covenants, obligations, and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
 - c. Vendor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Vendor will be recognized until it is approved by Commissioners Court.
16. **DISPUTES AND APPEALS:** The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Vendor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Vendor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Vendor's satisfaction, Vendor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Vendor then has the right to be heard by Commissioners Court.
17. **MEDIATION:** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
18. **FORCE MAJEURE:** If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.
19. **NON-WAIVER OF DEFAULT:**
 - a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Vendor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
 - b. All rights of County under this Contract are specifically reserved, and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
20. **TERMINATION FOR DEFAULT:** Failure by either County or Vendor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on

behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the vendor. At a minimum, Vendor shall be required to pay any difference in the cost of securing the services covered by this Contract or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs, and attorney's fees. In the event of termination for default, County, its agents, or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Vendor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Vendor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.
22. **GRATUITIES:** Vendor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Vendor or any agent or representative of the Vendor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Vendor at least three times the cost incurred by Vendor in providing the gratuities.
23. **COVENANT AGAINST CONTINGENT FEES:** Vendor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Vendor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
24. **COUNTY ACCESS:** Vendor shall maintain and make available for inspection, audit, or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, office supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. **FORFEITURE OF CONTRACT:**

- a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Vendor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
- b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
- c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. VENDOR CLAIMS NOTIFICATION:

- a. If any claim, or other action, that relates to Vendor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Vendor, Vendor shall give written notice to County of the following information within ten (10) working days after being notified of it:
 - i. The existence of the claim, or other action;
 - ii. The name and address of the person, firm, corporation, or their entity that made a claim or that instituted any type of action or proceeding;
 - iii. The alleged basis of the claim, action or proceeding;
 - iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - v. The name or names of any person against whom this claim is being made.
- b. Except as otherwise directed, Vendor shall furnish to County copies of all pertinent papers received by Vendor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred vendors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. VENDOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Vendor shall indemnify County, its officers, agents, and employees, from and against any and all third-party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Vendor under this Contract. It is the expressed intention of the Parties to this Contract, both Vendor and County, that the indemnity provided for in this paragraph is indemnity by Vendor to indemnify and protect County from the consequences of Vendor's actions.

29. CONSTRUCTION OF CONTRACT:

- a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.
- d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays

County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight-Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.

- e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
- f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

- a. Vendor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
- b. Vendor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- c. Vendor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Vendor.
- d. Despite anything to the contrary in this Contract, if the Vendor is delinquent in payment of property taxes at the time of providing services, Vendor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Vendor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
- e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Vendor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:

- a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
- b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
 - i. The Schedule of Items/Services
 - ii. Terms and Conditions of Request for Proposals;
 - iii. General Provisions;
 - iv. Other provisions, whether incorporated by reference or otherwise; and
 - v. The specifications.
- c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal, or unenforceable provision had never been contained.
- d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
- e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
- f. Words in the present or past tense include the future tense. The singular includes the plural, and the plural includes the singular. The masculine gender includes the feminine and neuter genders.
- g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.

- h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

- a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
- i. Drawings, designs, or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
 - ii. Method of shipment or packing.
 - iii. Place of deliveries.
 - iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract or does not result in expense to the Vendor.
 - v. Description of items to be provided.
 - vi. Time of performance (i.e., hours of day, days of week, etc.)
- b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Vendor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Vendor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Vendor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the vendor. If such changes do occur, it will be the responsibility of the vendor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. INSURANCE AND LIABILITY: During the period of this contract, vendor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Vendor shall;

- a. Name County as additional insured as its interests may appear.
- b. Provide County a waiver of subrogation.
- c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
- d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
- e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	\$1,000,000.00
Bodily Injury (Each accident)	\$1,000,000.00
Property Damage	\$1,000,000.00
Commercial General Liability (Including Contractual Liability):	
General Aggregate	\$2,000,000.00
Product completed operations aggregate	\$2,000,000.00

Bodily Injury (Each accident)	\$2,000,000.00
Property Damage	\$2,000,000.00
<hr/> Employers Liability:	
Each accident	\$1,000,000.00
Each employee for disease	\$1,000,000.00
Policy limit for disease	\$1,000,000.00
<hr/> Excess Liability:	
Umbrella Form	Not Required
<hr/> Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above, please or have any questions please contact Purchasing at 512-393-2283.

VII. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

VIII. CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible vendors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.

A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a sub-vendor under a contract to the prime vendor or higher tier sub-vendor for any contract for Hays County as an inducement for the award of a contract or order.

Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.

Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social, or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender-neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans of Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, vendors, sub-vendors, professionals, and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than \$50,000.

3. GUIDELINES

- a. Hays County, its vendors, their sub-vendors, and suppliers, as well as all vendors of goods, equipment, and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status, or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage, and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.
- b. Vendors and/or vendors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or vendor is also required to hold a current valid certification (title) from either of these entities.
- c. Vendors and/or vendors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:
 - a. Continuing to increase and monitor a database of certified HUB vendors, professionals, and vendors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.
 - b. Continuing to seek new communication links with HUB vendors, professionals, and vendors to involve them in the procurement process.
 - c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.
5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:
 - a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.
 - b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.
 - c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.
 - d. Specifications, terms, and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.
6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.
7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business name, hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Signature of Company Representative

Date

On this ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

Company Name

Print Name of Company Representative

Signature of Company Representative

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day; the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

IFB/RFP/RFQ Number

XII. Debarment and Licensing Certification

STATE OF TEXAS §
 §
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- d. Have not within a three-year period preceding this application/proposal had one or more public (federal, state, or local) transactions terminated for cause or default;
- e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
- f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of _____, 20____, on behalf of said Firm.

Notary Public in and for the State of Texas
(if other than Texas, Write state in here _____)

My commission expires: _____

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County, or;

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

Printed Name

Title

Email Address

Phone

XIV. Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official) (Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above ⁽¹⁾ (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

Employee Name	Title

Section B: Former Hays County Employee

Employee Name	Title	Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

Employee or Former Employee Name	Title

Name of Related Person	Title	Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

Name of Vendor

Signature of Certifying Official

Title of Certifying Official

Printed Name of Certifying Official

Date

⁽¹⁾A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	2nd Degree	3rd Degree*	4th Degree*
Person	child or parent	grandchild, sister, brother, or grandparent	great-grandchild, niece, nephew, aunt, * uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt, * great uncle* or great-great-grandparent
* An aunt, uncle, great aunt, or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	2nd Degree
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother, or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse, or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

XV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension (2 CFR 180.220)**

Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**

Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

3. **Discrimination**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

5. Wages

Under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5 (40 U.S.C. 3141-3148), as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. Lobbying

If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or a Federal loan or loan guarantee exceeding \$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under

that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. Minority and Women’s Businesses

Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women’s business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

12. Environmental Standards

Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:

- a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
- b. Notification of violating facilities pursuant to EO 11738;
- c. Protection of wetlands pursuant to EO 11990;
- d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- g. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
- i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
 - \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Historic Properties

Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. All Other Federal Laws

Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature: _____

Printed Name & Title: _____

Respondent's Tax ID: _____ Telephone: _____

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, acceptance of the maintenance bond #2322927 in the amount of \$207,976.09, and acceptance of the revegetation bond #2322927 in the amount of \$11,784.00 for Prairie Lakes Phase 1, Section 1.

COHEN/BORCHERDING

Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

Attachments

Prairie Lakes 1-1 Accept Construction

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

September 12, 2023

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

RE: Prairie Lakes Phase 1, Section 1

Dear Commissioners and Judge:

Josh Janysek, P.E. with BGE, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Prairie Lakes subdivision, Phase 1, Section 1, release the performance bond #016239056 in the amount of \$2,847,514.67 and accept the 2-year maintenance bond #2322927 in the amount of \$207,976.09 and 1-year revegetation bond #2322927 in the amount \$11,784.00. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,

A handwritten signature in blue ink, reading "Jerry Borcharding".

Jerry Borcharding, P.E.
Director
Hays County Transportation



7/24/2023

RE: Prairie Lakes Phase 1 Section 1
Paving, Drainage, Water & Wastewater Improvements
Engineer's Concurrence Letter

To Whom It May Concern:

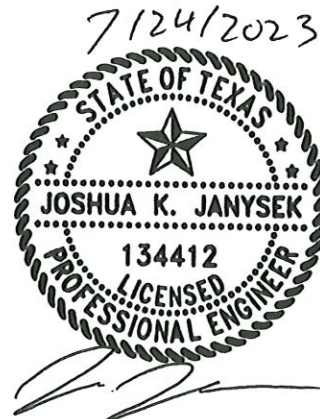
Please find this letter as our formal engineering concurrence for the above-referenced project. On July 24, 2023, I the undersigned professional engineer, or my representative, made a final visual inspection of the above referenced project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly and several joint site visits conducted with Hays County Transportation, Goforth SUD, GBRA and MUD Engineering staff accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Prairie Lakes Phase 1 Section 1 Paving, Drainage, Water & Wastewater Improvements project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits with insignificant deviation.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,
BGE, Inc.


Josh Janysek, P.E.
Project Manager – Construction

cc: James Parman, Hays County
Neal Goedrich, Goforth
Mikk Griffin, GBRA
Joseph Yaklin, East Hays County MUD No. 1
Ryan Gray, D.R. Horton



**MAINTENANCE
BOND**

Swiss Re Corporate Solutions America Insurance Corporation
1450 American Lane, Suite 1100, Schaumburg, IL 60173

Bond No.: 2322927

KNOWN ALL BY THESE PRESENTS: That we Liberty Civil Construction, LLC,
as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, a corporation
organized and existing under the Laws of the State of Missouri, as Surety, are held
and firmly bound unto Hays County, as Oblige, in the
total sum of Two Hundred Seven Thousand Nine Hundred Seventy-six & 09/100
U.S. Dollars (\$207,976.09) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Oblige dated _____ for
Prairie Lakes Phase 1 Section 1 - Street Improvements
_____, ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of 2 [two] year(s) commencing on Final Acceptance of Improvements of** (the
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force
and effect.

**Prairie Lakes Phase 1 Section 1 -
Street Improvements

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this
limitation is prohibited by any law controlling the construction hereof, such limitation shall be
deemed to be amended so as to be equal to the minimum period of limitation permitted by
such law, and said period of limitation shall be deemed to have accrued and shall commence
to run on the expiration date of the Maintenance Period.

SIGNED this 26th day of July, 2023.

Liberty Civil Construction, LLC

(Principal)

By: 

Michael Ehrhardt, President
Swiss Re Corporate Solutions America Insurance Corporation

By: 

Betty J. Reeh, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,

ANA OWENS, PATRICK COYLE, PATRICIA ANN LYTTLE, AND MICHAEL D. HENDRICKSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of July, 20 23

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation** or **Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation** or **Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation** or **Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the **Texas Department of Insurance**.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation** o **Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation** o **Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation** o **Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el **Departamento de Seguros de Texas**.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Maintenance - Revegetation Bond

Swiss Re Corporate Solutions America Insurance Corporation
1450 American Lane, Suite 1100, Schaumburg, IL 60173

Bond No.: 2322927

KNOWN ALL BY THESE PRESENTS: That we Liberty Civil Construction, LLC, as Principal, and Swiss Re Corporate Solutions America Insurance Corporation, a corporation organized and existing under the Laws of the State of Missouri, as Surety, are held and firmly bound unto Hays County, as Obligee, in the total sum of Eleven Thousand Seven Hundred Eighty-Four and 00/100 U.S. Dollars (11,784.00) for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated _____ for Prairie Lake Phase 1 Section 1 - Revegetation ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall maintain and remedy said Work free from defects in materials and workmanship for a period of 1 [one] year(s) commencing on Substantial Completion (the "Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED this 24th day of August, 2023.

Liberty Civil Construction, LLC

(Principal)

By: 
Michael Ehrhardt, President

Swiss Re Corporate Solutions America Insurance Corporation

By: 
Betty J. Reen, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,
ANA OWENS, PATRICK COYLE, PATRICIA ANN LYTTLE, AND MICHAEL D. HENDRICKSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 24th day of August, 20 23

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the **Texas Department of Insurance**.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

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UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, acceptance of the maintenance bond #602-201414-7 in the amount of \$231,368.76, Headwaters at Barton Creek, Phase 3. **SMITH/BORCHERDING**

Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

Attachments

Headwaters Phase 3 Accept Construction

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

September 12, 2023

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

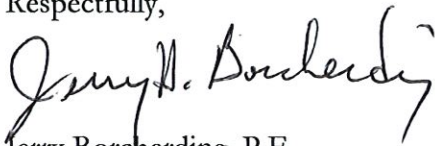
RE: Headwaters at Barton Creek subdivision, Phase 3

Dear Commissioners and Judge:

Landon McClellan, P.E. with Malone-Wheeler, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Headwaters at Barton Creek subdivision, Phase 3, release the subdivision bond #ES00012802 in the amount of \$2,174,384.25.25, and accept the 2-year maintenance bond #602-201414-7 in the amount of \$231,368.76. A concurrence letter and as-built plans have been received as required by Hays County.

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

Respectfully,



Jerry Borcharding, P.E.
Director
Hays County Transportation



CIVIL ENGINEERING • DEVELOPMENT CONSULTING • PROJECT MANAGEMENT

August 2nd, 2023

Jerry Borcharding, P.E.
County Engineer
Hays County Transportation Department

Re: Headwaters Phase 3
Conditional Engineer's Concurrence Letter for Public Roadway Improvements

Mr. Borcharding:

During the construction of the Public Roadway Improvements for Headwaters Phase 3 in Dripping Springs, TX, Malone/Wheeler reviewed submittals, shop drawings and made periodic site visits to review and observe the construction of the Public Roadway Improvements.

Based on our review of the submittals, shop drawings and our construction observations, it is our opinion that the Public Roadway Improvements associated with Headwaters Phase 3 have been constructed in general conformance with the construction documents prepared by Malone/Wheeler, Inc, pending the additional HMAC test results as requested by the County.

Please feel free to contact us with any questions.

Sincerely,
Malone/Wheeler, Inc.

Landon McClellan, P.E.
Project Engineer



8-2-23



Pickett, Kelm & Associates, Inc.
Consulting Structural Engineers

D. Gary Pickett, P. E.
William F. Kelm, P. E.
Larry S. Wu, P. E.

August 1, 2023

Mr. Landon McClellan
5113 Southwest Parkway
Suite 260
Austin, Texas 78758

Re: Headwaters Phase 3 – Roy Branch Road Bridge
Concurrence Letter

Dear Mr. McClellan:

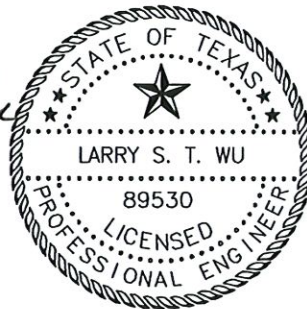
During the construction of the Roy Branch Road bridge structure in Dripping Springs, Texas, we reviewed the submittals and shop drawings for the bridge construction, as submitted by C. C. Carlton Industries, and made periodic site visits to review and observe the construction of the bridge substructures, superstructures and approach MSE retaining walls. We also reviewed the laboratory inspection and material test reports prepared by MLA Labs for the project.

Based on our review of the submittals and laboratory test reports, and our construction site observations, it is our opinion that the structural components of the bridge have been constructed in general conformance with the construction documents prepared by Pickett, Kelm & Associates.

Should you have any questions, please do not hesitate to call.

Sincerely,

Larry S. T. Wu, P.E.
Engineer





CRUM & FORSTER

A FIDELITY COMPANY

Bond No. 602-201414-7

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, CC Carlton Industries, Ltd.

_____ as Principal,
and the **UNITED STATES FIRE INSURANCE COMPANY**, a corporation organized under the laws of the State
of Delaware and duly authorized to transact business in the State of Texas
_____ as Surety, are held and firmly bound unto _____

_____ as Oblige, in the sum of
Hays County, Texas
Two Hundred Thirty-one Thousand Three Hundred Sixty-eight And 76/100 (\$231,368.76) DOLLARS,
for the payment whereof well and truly to be made, and Principal and the said Surety, bind themselves, their heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 26th day of July, 2023.

WHEREAS the Principal and the Oblige have entered into a written agreement dated the 2nd
day of May, 2022, for Headwaters Municipal Utility District, Headwaters at Barton Creek, Phase 3
Street Improvements

the terms of which agreement were completed and accepted the _____ day of _____, _____;
and

WHEREAS the Principal has given a Two (2) year maintenance guarantee under said agreement
or otherwise against defective materials and workmanship.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly comply
with such guarantee, then this obligation to be void; otherwise it shall remain in full force.

PROVIDED that no right of action shall accrue on this bond to or for the use of any person or corporation
other than the Oblige named herein; and

PROVIDED FURTHER that the Surety shall have no liability under this bond unless the Oblige shall give
written notice of claim of the Principal's failure to comply with such guaranteed to the Surety at its Administrative
Office at 305 Madison Avenue, Morristown, NJ 07962 such notice to be given within the Two (2) year
maintenance period.

CC Carlton Industries, Ltd.

Principal

UNITED STATES FIRE INSURANCE COMPANY

By: _____

Attorney-in-Fact

John W. Schuler

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

08338

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Steven W. Dobson, John W. Schuler

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Fifty Million Dollars (\$50,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

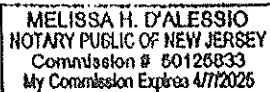


Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 26th day of July 20 23

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay

Michael C. Fay, Senior Vice President



CRUM & FORSTER

TEXAS COMPLAINT NOTICE AVISO DE QUEJA DE TEXAS

IMPORTANT NOTICE

To obtain Information or make a complaint:

You may call Crum & Forster's toll-free number for information or to make a complaint at:

1-888-890-1500

You may write to Crum & Forster at:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Web: www.cfins.com
E-mail: info@cfins.com

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

PO Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de Crum & Forster's para obtener información o para presentar una queja al:

1-888-890-1500

Usted también puede escribir a Crum & Forster:

Crum & Forster
305 Madison Avenue
Morristown, NJ 07962

Sitio web: www.cfins.com
E-mail: info@cfins.com

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007

Sitio web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.tx.gov

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro o con una reclamación, usted debe comunicarse con el agente primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA: Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Ingalsbe

Agenda Item

PLN-1956-PC; Discussion and possible action regarding the 3-G Ranch Addition, Section 3, Lot 5, Replat.

INGALSBE/PACHECO

Summary

3-G Ranch Addition, Section 3, Lot 5, Replat is a proposed re-subdivision to create six (6) lots across 14.01 acres located along Three G Ranch Road and Niederwald Strasse in Kyle and Precinct 1.

The subject property is located within the City of Niederwald extraterritorial jurisdiction.

Water Utility will be accomplished by Goforth Water Supply Corporation. Wastewater Utility will be accomplished by Individual On-Site Sewage Facilities.

Attachments

Cover Letter

Plat

Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: September 12th, 2023

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Debbie Ingalsbe, Precinct 1

AGENDA ITEM LANGUAGE:

PLN-1956-PC; Discussion and possible action regarding the 3-G Ranch Addition, Section 3, Lot 5, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) 3-G Ranch Addition is a recorded subdivision located off of Niederwald Strasse in Kyle, lies within the City of Niederwald extraterritorial jurisdiction, and falls within Precinct 1.
- B) The proposed Replat of Lot 5 will create six (6) lots over 14.01 acres.
- C) Water utility will be accomplished by Goforth WSC. Wastewater treatment will be accomplished by Individual On-Site Sewage Facilities.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth.

The application has no requested variances.

Staff recommends Approval of the proposed Replat.

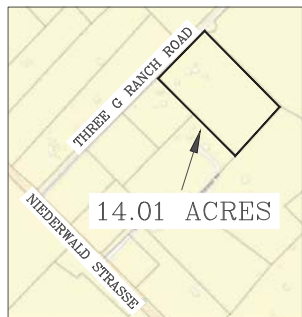
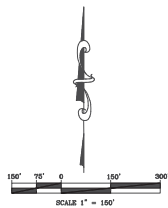
ATTACHMENTS/EXHIBITS:

Plat

Location Map

REPLAT 3-G RANCH ADDITION, SECTION THREE, LOT 5 SUBDIVISION AUGUST 2023

SHEET 1 of 2
PLAT PREPARATION DATE: DECEMBER 2022
APPLICATION SUBMITTAL DATE: 12/09/2022
CASE NUMBER: P23-1559-PC



LINE	BEARING	DISTANCE
L1	N 45°37'30" E	356.08'
L2	N 43°18'09" E	356.16'
L3	S 45°39'24" E	976.31'
L4	S 43°17'30" E	975.63'
L5	N 45°39'24.29" W	980.61'
L6	N 45°39'24.29" W	984.90'
L7	N 45°39'24.30" W	989.17'
L8	N 45°32'48.06" W	994.86'
L9	N 45°33'06.22" W	999.69'
L10	N 43°12'45" W	1004.34'
L11	N 45°33'06" W	1004.52'
L12	N 43°22'48.08" E	92.51'
L13	N 43°22'48.08" E	92.51'
L14	N 43°21'52.90" E	92.41'
L15	N 43°18'09.19" E	123.65'
L16	N 43°18'09.19" E	107.11'
L17	N 43°18'09.19" W	107.12'
L18	S 40°43'26.84" W	92.69'
L19	S 40°43'26.84" W	92.68'
L20	S 40°43'26.84" W	92.58'
L21	S 40°43'26.84" W	125.79'
L22	S 40°43'26.84" W	107.22'
L23	S 40°43'26.84" E	107.32'
L24	S 40°43'27" W	618.29'
L25	S 43°00'45" W	617.92'

SHEET INDEX:
SHEET 1: COVER
SHEET 2: SIGNATURE BLOCKS & PLAT NOTES

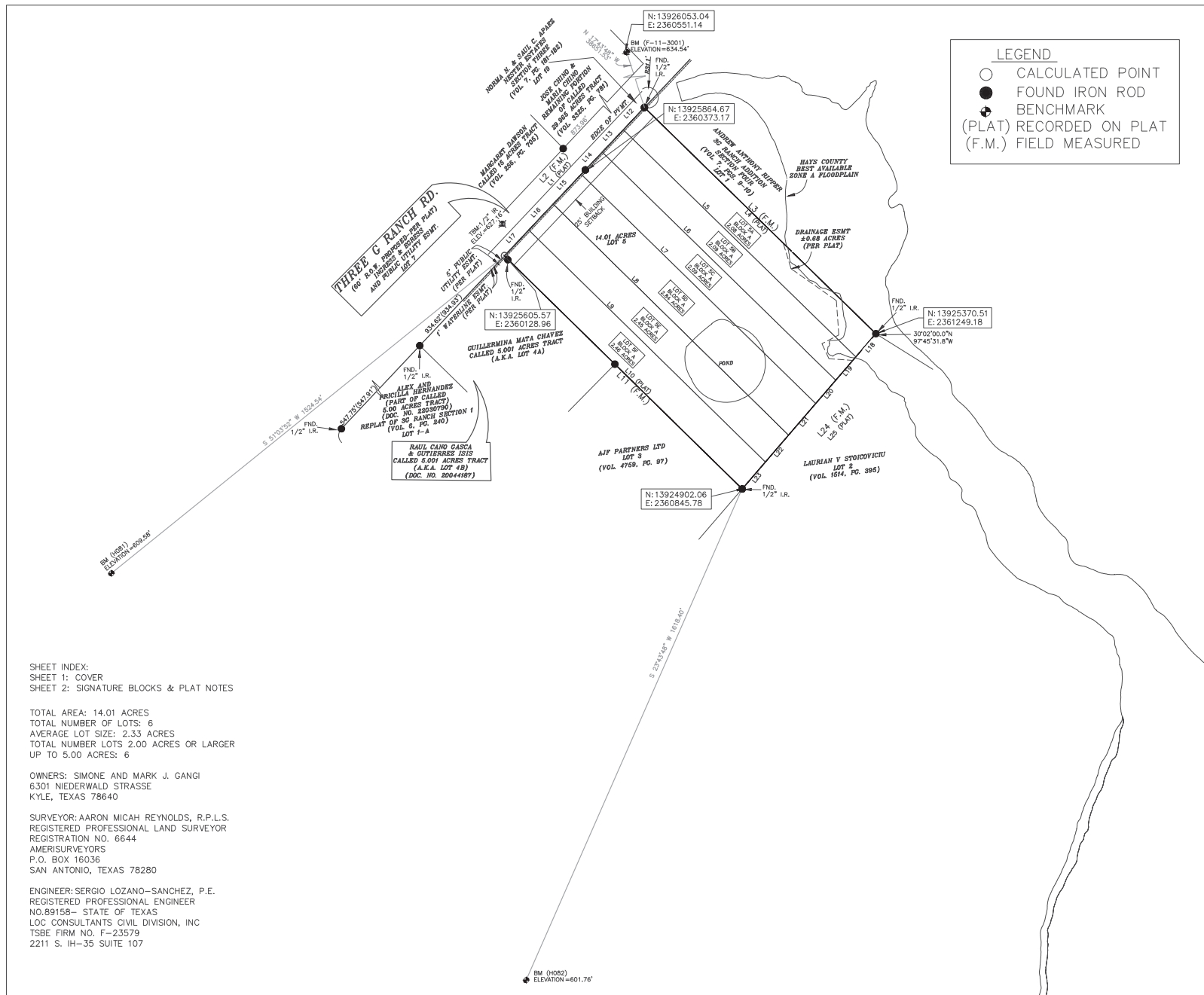
TOTAL AREA: 14.01 ACRES
TOTAL NUMBER OF LOTS: 6
AVERAGE LOT SIZE: 2.33 ACRES
TOTAL NUMBER LOTS 2.00 ACRES OR LARGER
UP TO 5.00 ACRES: 6

OWNERS: SIMONE AND MARK J. GANGI
6301 NIEDERWALD STRASSE
KYLE, TEXAS 78640

SURVEYOR: AARON MICAH REYNOLDS, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 6644
AMERISURVEYORS
P.O. BOX 16036
SAN ANTONIO, TEXAS 78280

ENGINEER: SERGIO LOZANO-SANCHEZ, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO.89158- STATE OF TEXAS
LOC CONSULTANTS CIVIL DIVISION, INC
TSBE FIRM NO. F-23579
2211 S. IH-35 SUITE 107

LEGEND
○ CALCULATED POINT
● FOUND IRON ROD
⊕ BENCHMARK
(PLAT) RECORDED ON PLAT
(F.M.) FIELD MEASURED



REPLAT
3-G RANCH ADDITION, SECTION THREE, LOT 5 SUBDIVISION
AUGUST 2023

SHEET 5 of 8
PLAT PREPARATION DATE: NOVEMBER 14/05
APPLICATION SUBMITTAL DATE: 11/05/2005
CLERK NUMBER: PLS-1889-PC

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

THAT I, SIMONE GANGI, OWNER OF 14.01 ACRES OF LAND OUT OF THE OTIS G. EELS SURVEY, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED AUGUST 1, 1994, AND RECORDED IN VOLUME 247, PAGES 259-260, HAYS COUNTY DEED RECORDS, DO HEREBY SUBDIVIDE 14.01 ACRES OF LAND OF THE OTIS G. EELS SURVEY, TO BE KNOWN AS 3-G RANCH ADDITION, SECTION THREE, LOT 5 SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENT OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY SHOWN HEREON THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE ____ DAY OF _____, A.D., 20____.

SIMONE GANGI
6301 NIEDERWALD STRASSE
AUSTIN, TEXAS 78640

DATE

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SIMONE GANGI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES:

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

THAT I, MARK J. GANGI, OWNER OF 14.01 ACRES OF LAND OUT OF THE OTIS G. EELS SURVEY, HAYS COUNTY, TEXAS AS CONVEYED TO ME BY DEED DATED AUGUST 1, 1994, AND RECORDED IN VOLUME 247, PAGES 259-260, HAYS COUNTY DEED RECORDS, DO HEREBY SUBDIVIDE 14.01 ACRES OF LAND OF THE OTIS G. EELS SURVEY, TO BE KNOWN AS 3-G RANCH ADDITION, SECTION THREE, LOT 5 SUBDIVISION, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENT OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY SHOWN HEREON THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND, THIS THE ____ DAY OF _____, A.D., 20____.

MARK J. GANGI
6301 NIEDERWALD STRASSE
AUSTIN, TEXAS 78640

DATE

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MARK J. GANGI, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D., 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES:

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, A.D., 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, A.D., 20____.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS }}
COUNTY OF HAYS }}

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED TO 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 THAT HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

I, SERGIO LOZANO, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE AND IS NOT ENCRONOACHED BY A ZONE A FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48209C0295F, EFFECTIVE DATE 9/1/2005 AND THAT EACH LOT CONFORMS TO THE CITY OF NIEDERWALD REGULATIONS.

THE FULLY DEVELOPED, CONCENTRATED STORMWATER RUNOFF RESULTING FROM THE ONE HUNDRED (100) YEAR FREQUENCY STORM IS CONTAINED WITHIN THE DRAINAGE EASEMENTS SHOWN AND/OR PUBLIC RIGHTS-OF-WAY DEDICATED BY THIS PLAT.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT CITY OF NIEDERWALD, WILLIAMSON COUNTY, TEXAS, THIS THE ____ DAY OF _____, 20____.

SERGIO LOZANO-SANCHEZ
REGISTERED PROFESSIONAL ENGINEER
NO. 89158 STATE OF TEXAS

DATE

GOFORTH WATER SUPPLY, CON #11356, AN APPROVED WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THIS SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN THIS SUBDIVISION IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

MARIO TOBIAS
GOFORTH GENERAL MANAGER

DATE

STATE OF TEXAS }}
COUNTY OF HAYS }} KNOW ALL MEN BY THESE PRESENTS:

WE, THE UNDERSIGNED, OWNERS OF LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE 3G RANCH ADDITION, SECTION THREE, LOT 5 SUBDIVISION IN THE EXTRATERRESTRIAL JURISDICTION OF 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.

OWNER
SIMONE GANGI

OWNER
MARK J. GANGI

THIS PLAT, 3G RANCH ADDITION, SECTION THREE, LOT 5 SUBDIVISION, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF NIEDERWALD, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

MAYOR

ATTEST BY:

CITY SECRETARY

STATE OF TEXAS }}
COUNTY OF HAYS }}

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, A.D., 20____ AT ____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, A.D., 20____.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

GENERAL NOTES:

1. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE HAYS COUNTY SCHOOL DISTRICT.
2. THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE AUSTIN COMMUNITY COLLEGE DISTRICT, CALDWELL HAYS COUNTY FIRE ESD #1, HAYS COUNTY ESD #9, PLUM CREEK CONSERVATION DISTRICT, AND PLUM CREEK GROUND WATER CONSERVATION DISTRICT.
3. THE APPLICANT SHALL SEEK THE DESIGNATION OF ROADWAYS AS PRIVATE ROADWAYS.
4. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
5. 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.
6. WHEN REQUIRED, LOTS SHALL HAVE A MINIMUM DRIVEWAY CULVERT SIZE OF 18".
7. WATER UTILITY SERVICE WILL BE PROVIDED BY GOFORTH WATER SUPPLY CORPORATION.
8. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
9. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY VERIZON.
10. GAS UTILITY SERVICE WILL BE PROVIDED BY _____.
11. EACH LOT SHOWN ON THE PLAT HAS ADEQUATE FRONTAGE TO ALLOW FOR COMPLIANCE WITH DRIVEWAY SPACING REQUIREMENTS.
12. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
13. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OR THE BARTON SPRINGS SEGMENT OF THE EDWARDS AQUIFER.
14. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS.
15. A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF NIEDERWALD'S EXTRA TERRITORIAL JURISDICTION.
16. ALL MAILBOXES LOCATED IN THE RIGHT-OF-WAY SHALL BE OF AN APPROVED TXDOT OR FHWA APPROVED DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
17. A PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS Delineated ON HAYS COUNTY COMMUNITY PANEL #48209C0295F, DATED SEPTEMBER 2, 2005.
18. THE PLAT ACCURATELY REFLECTS THE GENERAL LOCATION OF ALL WATER FEATURES IN ACCORDANCE WITH THE TERMS OF TCEQ TITLE 30 CHAPTER 213.3.
19. THE DEVELOPMENT OF THE PROPOSED SUBDIVISION IS NOT SUBJECT TO THE TCEQ EDWARDS AQUIFER REGULATIONS IN TCEQ TITLE 30 CHAPTER 213.
20. THE FILER OF THIS PLAT HAS SUBMITTED TO THE DEPARTMENT A WATER AND WASTEWATER SERVICE PLAN DESCRIBING HOW WATER AND WASTEWATER SERVICE WILL BE PROVIDED TO THIS SUBDIVISION.
21. WASTEWATER WILL BE PROVIDED WITH ON-SITE SEWAGE FACILITIES.
22. EACH LOT SHOWN ON THE PLAT HAVE BEEN DESIGNED IN COMPLIANCE WITH THE HAYS COUNTY ON-SITE SEWAGE FACILITIES RULES.
23. THE AREA IDENTIFIED AS RESERVED FOR FUTURE RIGHT-OF-WAY IS LOCATED WITHIN A PROPOSED FUTURE ROADWAY PER THE TRANSPORTATION PLAN OF HAYS COUNTY. ADDITIONAL INFORMATION REGARDING THIS AREA MAY BE OBTAINED FROM THE HAYS COUNTY TRANSPORTATION DEPARTMENT.
24. THREE G RANCH ROAD IS CLASSIFIED AS A COUNTRY ROAD.
25. TWO-FOOT CONTOURS RANGING FROM 590 FEET TO 626 FEET ARE LOCATED WITHIN THIS SUBDIVISION.
26. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.





Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Jennifer Doinoff

Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to approve Joint Election Agreements for the November 7, 2023 for local political subdivisions that will run jointly with the Constitutional Amendment Election Pursuant to Texas Election Code Sec. 271.002. **BECERRA/DOINOFF**

Summary

The following entities have signed Joint Election Agreements for the election:

City of San Marcos
City of Kyle
City of Buda
City of Mountain City
City of Woodcreek
Wimberley ISD
Austin Community College
Dripping Springs Library
Wayside MUD

Attachments

Joint Election Agreement - Sample

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE LPS OF SAN MARCOS

This Joint Election Agreement ("Agreement") is entered into on July __, 2023, between the **LPS Name**, (the "LPS") **LPS Address** and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. *Scope of Agreement.* The LPS enters into this Agreement for the conduct of the elections to be held from August 2022 through July 2023.

Section 2. *Appointment of Election Officer.* The LPS appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2020 through July 2021.

Section 3. *Early Voting Polling Locations.* To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the LPS agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the LPS. Furthermore, the LPS agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. *Voting by Mail Ballot.* The LPS and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

Section 5. *Election Day Polling Locations.* Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the LPS.

Section 6. *Election Day.* On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period prescribed by the Texas Election Code. The County agrees to furnish the LPS with copies of any election documents upon the LPS's request at no charge.

Section 7. Use of Common Ballot. It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the LPS may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBs will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBs are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. Reporting of Returns. The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. Cost Sharing. The LPS agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	$135,000/255,000=$	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	$100,000/255,000=$	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	$20,000/255,000=$	7.84% of total cost
Aggregate Registered Voters -	255,000		

\$1,000-dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. *Amendments.* This Agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. *Effective Date.* This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2020 and end on July 31, 2021.

Section 12. *Force Majeure.* Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this

Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666

LPS
LPS Clerk's Office
Street Address
City, Texas Zip

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this ____ day of August, 2022

Hays County Elections Administrator

LPS

Jennifer Doinoff
Elections Administrator

Signed
LPS Manager

Attest:

Attest:



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Jennifer Doinoff

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to appoint personnel for the November 7, 2023, Constitutional Amendment Election. **INGALSBE/DOINOFF**

Summary

Pursuant to TEC Sec. 87.002, appoint list of Early Voting Ballot Board Members

Pursuant to TEC Sec. 32.002, appoint list of Presiding Judges, Alternate Judges for Polling Locations and Early Voting Ballot Board

Pursuant to TEC Sec. 127.002 & 127.003, appoint Central Count Station Manager and Tabulation Supervisor

Pursuant to TEC Sec. 32.002 & 127.005, appoint Presiding Judge and Alternate Judge for Central Count



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Miller

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the execution of an agreement between Hays County and Milliman, Inc. for actuarial services related to retiree drug subsidy. **INGALSBE/MILLER**

Summary:

This agreement authorizes Milliman, Inc. to perform the retiree drug subsidy actuarial testing and attestation for the 2024 plan year and to determine whether Hays County's retiree pharmacy plans provide creditable coverage and are actuarially equivalent to the standard Medicare Part D plan as defined by the Centers for Medicare and Medicaid Services (CMS).

Fiscal Impact:

Amount Requested: \$2,800

Line Item Number: 003-730-00.5342

Budget Office:

Source of Funds: Medical & Dental Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Professional Service under \$50,000

G/L Account Validated Y/N?: Yes, Self Insurance Expense

New Revenue Y/N?: N/A

Comments:

Attachments

Milliman Actuarial Equivalence Testing for RDS



Engagement Contract –

Actuarial Equivalence Testing for the Retiree Drug Subsidy

This Agreement is entered into between Milliman, Inc. (“Milliman”) and County of Hays (“Company”) as of the date below. Company has engaged Milliman to determine whether Company’s retiree pharmacy plans provide creditable coverage and are actuarially equivalent to the standard Medicare Part D plan as defined by the Centers for Medicare and Medicaid Services (CMS). Such services or fees may be modified from time to time by mutual written agreement of the parties. In consideration for Milliman agreeing to perform these services, Company agrees as follows.

1. SERVICES. Milliman will perform the following services for Company if the Retiree Drug Subsidy Workbook is completed and delivered to Milliman at least ten business days prior to the online RDS application deadline:

- A.** Milliman will determine whether Company’s plan(s) provide “creditable coverage” as defined by CMS.
- B.** For all plans offering creditable coverage, Milliman will determine whether the plans pass the actuarial equivalence test as defined by CMS.
- C.** If Company’s plan(s) pass the actuarial equivalence test; Milliman will complete the “Actuarial Attestation” section of the online RDS application for the plan year ending in 2024.
- D.** If Company’s plan(s) fail the actuarial equivalence test; Milliman will suggest actions that Company may take to pass the test. If Company implements Milliman’s suggestions and provides documentation at least two days prior to the online RDS application deadline, Milliman will issue the actuarial attestation described in C above.
- E.** Milliman will issue a formal report presenting Milliman’s findings, a description of the analyses and the data upon which Milliman relied in performing this work.

Professional fees for services listed above is \$2,800. Should the plan design information change such that the cost is likely to exceed this estimate, we will discuss that situation with you before proceeding further.

* * * * *

The remainder of this agreement represents the contractual terms and conditions that will apply to all subsequent engagements of Milliman by Company unless specifically disclaimed in writing by both parties prior to the beginning of the engagement.

2. LIMITATION OF LIABILITY. Milliman will perform all services in accordance with applicable professional standards. In the event of any claim arising from services provided by Milliman at any time, the total liability of Milliman, its officers, directors, agents and employees to Company shall not exceed five million dollars (\$5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract or otherwise. In no event shall Milliman be liable for lost profits of Company or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman.

- 3. DISPUTES.** In the event of any dispute arising out of or relating to the engagement of Milliman by Company, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.
- 4. CHOICE OF LAW.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of Texas without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
- 5. NO THIRD PARTY DISTRIBUTION.** Milliman's work is prepared solely for the internal business use of Company. Milliman's work may not be provided to third parties without Milliman's prior written consent, which consent may be conditioned on execution by the third party of Milliman's standard Third Party Release Agreement; provided, however, Company may share Milliman's work with its parent or affiliates, but only if either (a) the Company has the full power and authority to bind such parent or affiliate to the terms of this agreement and does bind such affiliate to the terms, or (b) the parent or affiliate acknowledges in writing that the work of Milliman is subject to certain limitations and restrictions contained in this Agreement and that the parent or affiliate acquires no greater rights than are possessed by Company under this Agreement. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.
- 6. USE OF MILLIMAN'S AND COMPANY'S NAME.** Each party agrees that it shall not use the other party's name, trademarks or service marks, or refer to such other party directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without that party's prior written consent for each such use or release, which consent shall be given in its sole discretion.
- 7. CONFIDENTIALITY.** Any information received from Company will be considered "Confidential Information." However, information received from Company will not be considered Confidential Information if (a) the information is or comes to be generally available to the public through no fault of Milliman, (b) the information was independently developed by Milliman without resort to information from the Company, or (c) Milliman appropriately receives the information from another source who is not under an obligation of confidentiality to Company. Milliman agrees that Confidential Information shall not be disclosed to any third party.

8. **DATA RELIANCE.** Company will provide data to Milliman, as requested by Milliman. This data includes the demographic and geographic information about Medicare-eligible beneficiaries, historical plan experience when requested, contributions, and description of retiree pharmacy benefit plans.

On behalf of Company the undersigned attests that to the best of my knowledge and belief, the data provided is accurate and complete, such that Milliman should rely on it for the purpose of determining creditable coverage and actuarial equivalence as defined by CMS.

9. **AUTHORITY.** Each Party hereto represents and warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the party to these terms. The person(s) executing this contract represent(s) and warrant(s) that such person(s) have full authorization to execute this contract.

10. **FEES.** Company acknowledges the obligation to pay Milliman for services rendered, whether arising from Company's request or otherwise necessary as a result of this engagement. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

MILLIMAN, INC.

County of Hays

By:

Andrea Sheldon

By:

Name: Andrea Sheldon, FSA, MAAA

Name: _____

Title: Principal & Consulting Actuary

Title: _____

Date: August 8, 2023

Date: _____



Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item

Discussion and possible action to reinstate dates of employment during period of unemployment for Amanda Cowan. **COHEN**

Summary

Ms. Cowan has requested that her Hays County employment service time be reinstated for a time period of unemployment between 1/26/23 and 2/6/23. This action would indicate there was no break in service and her employment date would revert to 1/2/18. Benefits decisions to be considered:

Reinstatement of Vacation and Comp Leave balances with reimbursement back to the county of leave balances paid to employee at time of termination.

Reinstatement of Vacation Leave accrual amount to 8.0 hours per month. Reinstatement of Sick Leave balance to the amount on 1/25/23.

Reactivation of insurance coverages for period of 1/26/23 through 4/30/23 with premiums to be paid by the employee for this time period.



AGENDA ITEM REQUEST FORM: K. 5.

Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to accept the resignation of Commissioner Debbie Ingalsbe from the Board of Directors of the Greater San Marcos Partnership (GSMP) and approve the appointment of Judge Ruben Becerra to the Board of Directors of Greater San Marcos Partnership to replace her after her term ends on October 19, 2023. **INGALSBE**

Summary

Hays County has 2 positions on the GSMP Board of Directors. The positions are to be held by members of the Commissioners Court.



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

Hays County Commissioners Court

Date: 09/12/2023

Requested By:

Sponsor:

Judge Becerra

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.
