

**Commissioners Court -- OCTOBER 10, 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 **OCTOBER 10, 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 October 15-21, 2023 as Texas Native Plant Week in Hays County. **BECERRA**
2. Adopt a Proclamation recognizing October 2023 as Election Worker Appreciation Month. **COHEN/DOINOFF**
3. Adopt a Proclamation recognizing October 2023 as Breast Cancer Awareness Month. **COHEN/T.CRUMLEY**
4. Adopt a Proclamation recognizing October 2023 as National Domestic Violence Month. **BECERRA**
5. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Friends of the Public Library of Buda Texas. **SMITH**
6. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Driftwood Historical Conservation Society (DHCS). **SMITH**

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 19, 2023. **BECERRA/CARDENAS**

5. Approve the payment of the October 15, 2023 payroll disbursements in an amount not to exceed \$3,850,000.00 effective October 13, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/DORSETT**
6. Authorize the County Judge to execute a proposal with Axon Enterprise, Inc. related to the Law Enforcement taser program for the District Courts, pursuant to Buyboard Contract #648-21 and amend the budget accordingly. **INGALSBE/STEEL**
7. Authorize the County Judge to execute a contract amendment with Water & Earth Technologies for FY 24 related to the maintenance and system support for the Hays County Early Flood Warning System; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D). **BECERRA/M.JONES**
8. Approve the appointment of Miguel Pena to the Hays County Historical Commission to replace Irma Rodriguez Gaitan, the Commissioner Precinct 1 appointee. **INGALSBE**
9. Authorize the County Judge to execute an agreement with Two Men and A Truck in the amount of \$11,235.50 to move the Elections Department and the IT Department to their new building located at 120 Stagecoach Trail. **SHELL/T.CRUMLEY/DOINOFF/MCGILL**
10. Approve the appointment of Justin Transeau to the Emergency Services District (ESD) No. 4 Board of Emergency Services Commissioners, to fill the vacancy created by the passing of Theodore L. "Larry" Coker, for a term ending December 31, 2024. **SHELL**
11. Authorize Building Maintenance to have Rick's Lock & Key provide and install all door lock cores for the Elections / IT Building in the amount of \$6,784.00, and authorize a waiver to the purchasing policy. **SHELL/T.CRUMLEY/DOINOFF/MCGILL**
12. Authorize the acceptance of a grant award from the Office of the Governor, State Homeland Security Program in the amount of \$14,470.00 for annual HazMat Monitor Maintenance. **BECERRA/T.CRUMLEY/JONES**
13. Authorize the acceptance of a grant award from the Office of the Governor, State Homeland Security Program - Law Enforcement Terrorism Prevention Act in the amount of \$30,891.90 for the purchase of camera poles and amend the budget accordingly. **INGALSBE/T.CRUMLEY/CUTLER**
14. Authorize the acceptance of a grant award from the Office of the Governor, UASI State Homeland Security Program in the amount of \$78,000.00 for the HazMat Team Enhancement project and amend the budget accordingly. **BECERRA/T.CRUMLEY/JONES**
15. Authorize the execution of an amendment to the Department of State Health Services FY24 Public Health Emergency Preparedness (PHEP) Contract. **INGALSBE/T.CRUMLEY**
16. Authorize the acceptance of a grant award from the Department of Justice (DOJ), Bureau of Justice Assistance (BJA), FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$37,086.00. **INGALSBE/T.CRUMLEY/CUTLER**
17. Authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division, FY24 Rifle-Resistant Body Armor Grant in the amount of \$23,034.40 and amend the budget accordingly. **INGALSBE/T.CRUMLEY/CUTLER**
18. Authorize the acceptance of a grant award from the Office of the Governor, FY24 UASI Austin - Regular Funding in the amount of \$11,656.00 for the Hays County CERT Enhancement Project and amend the budget accordingly. **SMITH/T.CRUMLEY/JONES**
19. Authorize the acceptance of a grant award from the Office of the Governor, FY24 UASI Austin - Regular Funding in the amount of \$11,220.00 for the Ready Central Texas Project and amend the budget accordingly. **SMITH/T.CRUMLEY/JONES**
20. Authorize the Elections Administration Office to purchase four (4) workbench-style tables for elections and amend the budget accordingly. **SMITH/DOINOFF**
21. Authorize the County Judge to execute Social Service Agency contracts as approved in the Fiscal Year 2024 budget. **BECERRA/DORSETT**
22. Approve setting the salary for the Senior Staff Engineer in the Transportation Department at a Grade 127. **SHELL/BORCHERDING**

23. Authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division, First Responder Mental Health Program in the amount of \$8,065.00 and amend the budget accordingly. **INGALSBE/T.CRUMLEY/CUTLER**
24. Authorize the acceptance of a grant award from the Patrick Leahy Bulletproof Vest Partnership in the amount of \$970.07. **INGALSBE/T.CRUMLEY**
25. Accept amended towing service fees related to the Hays County Sheriff's Office Wrecker Service Agreement, effective January 1, 2022. **INGALSBE/CUTLER**
26. Authorize the Sheriff's Office to add a \$45.00 telephone allowance for Deputy slot number 0550-36 effective 10/15/2023 and amend the budget accordingly. **INGALSBE/CUTLER**
27. Authorize the Budget Office to budget awarded grant funds of \$164,107.00 from the Office of the Governor, Bullet Resistant Shield Grant Program. **INGALSBE/CUTLER**
28. Authorize the County Judge to execute the First Amendment to the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Kyle Area Senior Zone (KASZ) regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**
29. Authorize the County Judge to execute the First Amendment to the Hays County Social Service Funding Agreement with United Way for Greater Austin regarding use of American Rescue Plan Act (ARPA) funds for Cancer Screening and Treatment for individuals living at or below 250% of the federal poverty level and are uninsured and not eligible for other resources. **INGALSBE/SMITH**
30. Authorize the County Judge to execute the First Amendment to the Hays County Social Services Funding Agreement between Hays County and Forever 15 Project regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SHELL/SMITH**
31. Authorize the Recycling and Solid Waste Department to pre-issue payment to Wastequip LLC in the amount of \$12,303.21 for a vertical baler. **SMITH/T.CRUMLEY**
32. Approve the vendors for the November 18th Chili Cookoff event to be held on the historic courthouse grounds by Hill Country Cookoff Association in accordance with the Hays County Property Use Policy. **BECERRA**
33. Authorize the contract renewal of RFP 2022-P10 County Clerk Auto-Indexing System with Just Appraised, Inc. **BECERRA/CARDENAS**
34. Authorize the purchase of items from BJ's Tees valued at \$1,890.23 for the continuing education safety program for the Transportation Department. **COHEN/BORCHERDING**
35. Approve out of state travel for Deputy Stefan Haltermann to attend the International Breachers Symposium on October 29-November 1, 2023 in Southaven, MS. **INGALSBE/CUTLER**
36. Approve Utility Permits. **INGALSBE/BORCHERDING**
37. Approve specifications for IFB 2024-B01 TXCDBG - Cedar Oaks Mesa WSC - Water Improvements and authorize Purchasing to solicit for bids and advertise. **SHELL/T.CRUMLEY**
38. Accept delivery of the Quarterly Audit Reports for the County Clerk Office - Records Division for the period of October 2022 through December 2022, and the Constable Precinct 1, Constable Precinct 3, Constable Precinct 5, Sheriff-Fees of Office, Elections, Personal Health and the Recycling & Solid Waste Centers for the period of January 2023 through March 2023. **VILLARREAL-ALONZO**
39. Authorize payment to Carol Bedrich for the purchase of consumable items in the amount of \$239.82 for the Behavioral Advisory Team (BAT) meeting held on September 6, 2023. **SMITH**
40. Authorize the purchase of additional Christmas decor for the Historic Courthouse building and grounds not to exceed \$15,000.00 and amend the budget accordingly. **BECERRA**
41. Approve out-of-state travel needed to send Deputy Anthony Hipolito and Deputy Mark Andrews to the 2nd Annual National Emerging Drug Trends Conference beginning November 8th-9th, 2023, in North Charleston,

SC and amend the budget accordingly. **INGALSBE/CUTLER**

42. Accept delivery of the County Auditor's Monthly Reports pursuant to Texas Local Government Code Chapter 114.023 and 114.025 for April, May and June 2023. **VILLARREAL-ALONZO**
43. Approve and accept the official bond for the appointed Purchasing Agent. **COHEN/SMITH/HUNT**
44. Authorize the County Judge to execute a resolution certifying that Hays County has approved a \$13,000.00 grant for the Fiscal Year 2024 budget year to Combined Community Action in support for providing home delivered meals to homebound persons in the county that are elderly or disabled. **INGALSBE/DORSETT**
45. Authorize corrections to the Fiscal Year 2024 budgeted purchase order rollover list. **COHEN/HUNT/DORSETT**

H.

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| ACTION ITEMS |
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I.

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| ROADS |
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1. Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Pape-Dawson Engineers, Inc. regarding construction, engineer, and inspection services, pursuant to RFQ 2022-Q02, for the Centerpoint Road Project (IFB 2023-B16).
INGALSBE/BORCHERDING
2. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$48,000.00 to the Professional Service Agreement with Kimley Horn & Associates, Inc. for the FM 2001 East (Greaf Road to Southeast of SH 21) project in Precinct 1, as part of the 2016 Road Bond Program and amend the budget accordingly. **INGALSBE/BORCHERDING**
3. Discussion and possible action to call for a public hearing on October 24, 2023 to establish a No Dumping zone on Goforth Road and Rohde Road. **INGALSBE/BORCHERDING**
4. 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. **SHELL/BORCHERDING**
5. Discussion and possible action to consider the acceptance of road construction and surface drainage improvements, acceptance of the maintenance bond #2331900 in the amount of \$84,007.93, and acceptance of the revegetation bond #2331900 in the amount of \$14,176.89 for Prairie Lakes Phase 1, Section 2.
COHEN/BORCHERDING

J.

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| SUBDIVISIONS |
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1. Discussion and possible action to authorize the County Judge to execute a Phasing Agreement for the Prairie Lakes (Diecieseis Tract) Subdivision between Hays County and Diecieseis, LLC. **COHEN/PACHECO**
2. PLN-2107-NP; Discussion and possible action regarding the Pinnix Subdivision, Lot 1, Final plat. **SHELL/PACHECO**
3. PLN-2204-PC; Discussion and possible action regarding the Oakridge Park, Section 5, Part of Lot 5 and Lot 6, Replat. **SMITH/PACHECO**
4. PLN-2293-PC; Hold a Public Hearing followed by discussion and possible action regarding 272 AC Fitzhugh, Lots 18 & 28, Replat. **SHELL/PACHECO**
5. PLN-2208-PC; Hold a Public Hearing followed by discussion and possible action regarding Carol Oaks, Lot 6, Replat. **SMITH/PACHECO**

K.

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| MISCELLANEOUS |
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1. Discussion and possible action to authorize the County Judge to execute the Hays County Social Service Funding Agreement between Hays County and Capital Investing in Development and Employment of Adults, Inc

(IDEA) regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**

2. Discussion and possible action to execute a Master Lease Agreement with Ricoh USA, Inc. to add a copier for the Procurement Office, \$153.20 monthly. **COHEN/SMITH/HUNT**
3. Discussion and possible action authorizing the execution of an Interlocal Cooperative Agreement for Law Enforcement Services related to Hays County Water Control and Improvement District No. 1 and Hays County Water Control and Improvement District No. 2. **SMITH/CUTLER**
4. Discussion and possible action to renew the coverage with United Healthcare for Health and Dental Employee and Retiree Insurance. **SHELL/INGALSBE/MILLER**
5. Discussion and possible action to award RFP 2023-P09 Delinquent Tax Collection Services to McCreary Veselka Bragg & Allen (MVBA) and authorize staff and the District Attorney Civil Division to negotiate a contract. **SMITH/O'KANE**
6. Discussion and possible action to authorize Countywide Operations / Local Health Department to hire the Registered Nurse TB position and the Registered Nurse Immunizations position at the 50th percentile effective October 10, 2023, and amend the budget accordingly. **COHEN/T.CRUMLEY**
7. Discussion and possible action to convert vacant budgeted deputy slots to deputy/cadet slots for all current and future vacant slots effective October 10, 2023. **INGALSBE/CUTLER**
8. Discussion and possible action to authorize the County Judge to execute a Master Vehicle Lease Agreement with Commercial Vehicle Leasing, LLC (dba D&M Leasing) related to countywide leased vehicles. **SHELL/DORSETT**
9. Discussion and possible action to adopt a name, mission statement, and vision statement for the Hays County Pet Resource Center project facility. **INGALSBE/BECERRA**

L.

EXECUTIVE SESSIONS

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

1. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**
2. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.501 acre, waterline easement interest in 0.043 acre, and gas line easement in 0.065 acre from property owned by Merlin's Roost 1400, LLC., and which is required for the construction of the proposed Hillside Terrace roadway improvements and utility adjustments, and take other appropriate action (Parcel 15). Possible action may follow in open court. **COHEN**
3. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.996 acre, waterline easement interest in 0.086 acre, and gas line easement in 0.128 acre from property owned by Hillside BP, Ltd., and which is required for the construction of the proposed Hillside Terrace roadway improvements and utility adjustments, and take other appropriate action (Parcel 16). Possible action may follow in open court. **COHEN**

4. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.056 acre, and utility easement interest in 0.083 acre from property owned by Adept Builders, LLC, and which is required for the construction of the proposed Hillside Terrace roadway improvements and utility adjustments, and take other appropriate action (Parcel 22). Possible action may follow in open court. **COHEN**
5. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **COHEN**

M.

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| 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 6th day of October, 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: 10/10/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Adopt a Proclamation recognizing October 15-21, 2023 as Texas Native Plant Week in Hays County. **BECERRA**

Summary

See attached proclamation.

Attachments

Proclamation - TX Native Plant Week



**PROCLAMATION RECOGNIZING
TEXAS NATIVE PLANT WEEK**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, Texas is home to nearly 5,000 native plant species, recognized as plants that had evolved here naturally before European settlers arrived, plants that thrive in particular ecosystems without direct or indirect human interventions; and

WHEREAS, native plant communities from the ecological base upon which all other forms of life depend, from microscopic organisms to insects, birds, mammals, and people; and

WHEREAS, founded in 1981, the Native Plant Society of Texas has expanded its outreach with over 30 chapters to promote the conservation, research, and utilization of native plants and plant habitats of Texas through education, outreach, and example; and

WHEREAS, Texas Native Plant Week began with the vision of Faye Tessnow and Barbara Anderson, two members of the Highland Lakes Chapter, who led the effort to push the proclamation to the Texas legislature until it became law on September 1, 2009; and

WHEREAS, habitat loss and fragmentation, limited water for environmental flows, invasive species and climate change are some of the major challenges to conservation and biodiversity in the Texas Hill Country; and

WHEREAS, in 2010, Hays County adopted the Hays County Regional Habitat Conservation Plan (RHCP), and in 2020, the Hays County Commissioners Court collaborated with a large, multidisciplinary team to update the County’s Conservation Development standards and regulations, gathering input, insight, and ideas from County staff, key stakeholders, and the broader community, and in 2022, the Hays County Conservation Development Guidelines was presented to the Commissioners Court; and

WHEREAS, native plants create a sense of place, conserve water, provide habitat for birds, wildlife, and butterflies, protect the soil with long root systems, eliminate or reduce pollutants and the need for herbicides and other chemical inputs; and

WHEREAS, founded in 2017, the Hill Country Chapter of the Native Plant Society of Texas uses various in-person and online platforms to advocate and educate the public about native plants; organizes field trips and guided nature hikes within Hays County, manages plant lists and databases; and partners with various allied groups throughout the year; and

WHEREAS, homeowners, HOAs, landscapers, and local policy makers can help protect ecosystems, benefit wildlife, birds and the insects they need to survive, by selecting native plants when making their landscaping decisions; and

WHEREAS, this annual celebration during the third full week of October is a reminder that everyone has a role to play in preserving our native landscape for generations to come,

NOW, THEREFORE, BE IT RESOLVED that Hays County Commissioners Court does hereby proclaim October 15 - October 21, 2023, as

Texas Native Plant Week

and invites our citizens to increase their awareness and support of local efforts to preserve and protect the native plants of our ecoregion and backyard habitats for generations to come.

ADOPTED THIS THE 10th DAY OF OCTOBER 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Gutierrez Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



AGENDA ITEM REQUEST FORM: F. 2.

Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Jennifer Doinoff, Elections Administrator

Sponsor:

Commissioner Cohen

Agenda Item

Adopt a Proclamation recognizing October 2023 as Election Worker Appreciation Month. COHEN/DOINOFF

Summary

Proclamation attached.

Attachments

Proclamation - Election Worker



**PROCLAMATION DECLARING OCTOBER
AS
ELECTION WORKER APPRECIATION MONTH**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, during the election cycle many citizens dedicate themselves to sustaining the backbone of American democracy – our election process – and more and more elections workers are greatly needed in all jurisdictions, and

WHEREAS, election workers provide a tangible link between the voting public and the election process; and

WHEREAS, election workers dedicate long hours, serve their fellow citizens with distinction and provide an invaluable service to their communities; and

WHEREAS, election workers span generations from college students to senior citizens and mirror the amazing diversity of their communities and American society as a whole, and election worker participation is growing among young people with more and more getting involved and working each election; and

WHEREAS, election workers are America’s champions of democracy and it is most appropriate to recognize their contributions each time we vote;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court extends it appreciation and admiration for the election workers of this county and this great country and the vital services they provide to the election process, and the Court encourages those interested in serving on Election Day to go to the Hays County website at www.co.hays.tx.us/elections to learn more about what is required and how to sign up to work with our County Elections Administrator; and

BE IT FURTHER RESOLVED that the Hays County Commissioners Court proclaims the month of October 2023 as

ELECTION WORKER APPRECIATION MONTH

ADOPTED THIS THE 10th DAY OF OCTOBER 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T. Crumley

Sponsor:

Commissioner Cohen

Agenda Item

Adopt a Proclamation recognizing October 2023 as Breast Cancer Awareness Month. **COHEN/T.CRUMLEY**

Summary

A proclamation to recognize October 2023 as Breast Cancer Awareness Month. The proclamation will emphasize the recognition of the symptoms of breast cancer, the importance of receiving mammograms, and highlight the community's efforts to improve access to breast cancer mammogram services.

Attachments

Proclamation - Breast Cancer Awareness Month



**PROCLAMATION RECOGNIZING OCTOBER 2023
AS BREAST CANCER AWARENESS MONTH**

WHEREAS, the month of October 2023 is Breast Cancer Awareness Month; and

WHEREAS, breast cancer is the most commonly diagnosed form of cancer for the population in the United States; and

WHEREAS, knowing what may contribute to breast cancer, symptoms, diagnosis, and treatment are important parts of its prevention; and

WHEREAS, mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment are believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, the number of mammograms conducted for breast cancer screenings decreased as a result of COVID-19; and

WHEREAS, the Hays County Commissioners Court approved a Hays County Social Service Funding Agreement with United Way for Greater Austin to use American Rescue Plan Act (ARPA) funds for cancer screening and treatment for those at or below 250% of the federal poverty level, or those who are uninsured, or not eligible for other resources; and

WHEREAS, having affordable access to screenings and early detection for all women is an essential component in the fight against breast cancer; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations are dedicated to discovering a cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, Hays County is home to many incredible organizations working to connect residents with resources for breast cancer; and

WHEREAS, we recognize that there are over 3.8 million breast cancer survivors in the United States that gives us hope of a better future; and

WHEREAS, during National Breast Cancer Awareness Month, we stand with our mothers, daughters, granddaughters, coworkers, and friends, and we recognize all who have joined their loved ones in fighting their battle as well as the advocates, researchers, and health care providers who case and hard work give hope to those living with breast cancer; and

WHEREAS, by educating ourselves and supporting innovative research, we will improve the quality of life for all Americans affected by breast cancer and, one day, defeat this terrible disease.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby recognize the month of October 2023 as Breast Cancer Awareness Month, and we call upon the people of Hays County to observe this month by becoming aware of the impact breast cancer has on our community and to support the fight against breast cancer, so that we may one day defeat this terrible disease.

ADOPTED THIS THE 10TH DAY OF OCTOBER 2023

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Dr. Michelle Gutierrez Cohen
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk



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

Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor: Judge Becerra

Agenda Item

Adopt a Proclamation recognizing October 2023 as National Domestic Violence Month. **BECERRA**

Summary

See attached proclamation.

Attachments

Proclamation



**PROCLAMATION RECOGNIZING OCTOBER 2023 AS
NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH**

STATE OF TEXAS §
 §
COUNTY OF HAYS §

WHEREAS, the crime of domestic violence violates the basic human rights of safety and dignity, and 204 Texans were killed in an intimate partner homicide including 169 women and 35 men; and

WHEREAS, the problem of domestic violence is not confined to any group of people, but cuts across all economic, racial, gender and societal barriers; and

WHEREAS, the impact of domestic violence and teen dating violence directly affects individuals and communities when society ignores or tolerates violence in relationships; and

WHEREAS, last year HCWC provided face-to-face services to over 978 local victims of domestic violence and provided 8,093 days of shelter; and

WHEREAS, last year HCWC provided these direct services to 678 victims from Hays County,

NOW, THEREFORE, BE IT RESOLVED that Hays County Commissioners Court does hereby proclaim the month of October 2023 as:

NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH

ADOPTED THIS THE 10TH DAY OF OCTOBER 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. 5.

Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor: Commissioner Smith

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Friends of the Public Library of Buda Texas. **SMITH**

Summary

Attached: Draft ARPA Agreement
Draft PW

Attachments

Draft Agreement - Friends of the Public Library of Buda
Draft PW

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY, CONSULT WITH YOUR COUNSEL AS APPROPRIATE, AND DO NOT SIGN IT IF YOU HAVE ANY QUESTIONS, AS YOUR SIGNATURE BELOW BINDS YOU TO EACH OF THE REPRESENTATIONS AND OBLIGATIONS DETAILED IN THIS AGREEMENT.

This Agreement is entered into by and between Hays County (“Hays County”) and Zach Teegardin, Treasurer, of Friends of the Buda Public Library (Beneficiary”), located at P.O. Box 1162, Buda, TX 78610 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$15,972.00 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), CSLFRF Assistance Listing Number Hays County ALN 21.027. As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Beneficiary with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT

Grant funds may be used to mitigate Beneficiary’s financial hardship from the increased costs of COVID-19 mitigation and prevention as a result of the public health emergency or its negative economic impacts. Through the grant the Beneficiary will be able to mitigate against future pandemics.

SECTION 3 – BENEFICIARY REPRESENTATIONS AND OBLIGATIONS

Funds are provided to Beneficiary to support continued operations of Beneficiary’s current Hays County business/special-purpose unit of local government /non-profit entity (501(c)(3) and 501(c)(19) organizations only).

Beneficiary acknowledges that the use of Grant funds can only be used for capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19. The use of grant funds for prohibited expenses or investments may result in an action to recover funds misspent, with interest and such costs as may be allowable by law.

Grantee certifies, warrants and represents that Beneficiary is in full compliance with and not delinquent in payment of any taxation to which Beneficiary is subject, Beneficiary is a special-purpose unit of local government or a 501(c)(3) or a 501(c)(19) or is a small business that has no more than five hundred (500) full-time equivalent employees as of May 9, 2023 or is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632), and that Beneficiary fully qualifies for receipt of federal funds originally disbursed to Hays County to address negative economic impacts associated with the COVID-19 pandemic.

Beneficiary will provide and cooperate with any information and documentation requests necessary to evaluate compliance with this Agreement, including, without limitation, applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200). Additionally, Beneficiary will provide and cooperate with any information and documentation requests necessary to support subrecipient compliance with administration of ARP funding, including reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.

By signing below, *Beneficiary certifies that all of the following statements are true:*

- The business/special-purpose unit of local government /non-profit (501(c)(3) or 501(c)(19) entity only) is located in Hays County and has a valid license or authorization to operate in the State of Texas.
- The Beneficiary is either:
 - A special-purpose unit of local government
 - A 501(c)(3); or
 - A 501(c)(19); or
 - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
 - A small business that has no more than 500 payroll employees as of Oct 24, 2023.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
 - K-12 School
 - College or university
 - Library

- A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
 - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
 - Beneficiary certifies that 0 employees were employed by the business/special-purpose unit of local government/non-profit as of October 24, 2023.

SECTION 4 - NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Beneficiary covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

SECTION 5 – MISCELLANEOUS

A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.

B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.

D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.

E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.

F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate this condition precedent to judicial or quasi-judicial action.

G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.

H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.

I. Notices: Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.

J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.

K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.

L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created October 24, 2023. through December 31, 2026.

SECTION 6 – PAYMENT

A. Amount of Grant: The amount to be paid to the Beneficiary for the provision and administration of Eligible Activities under this Grant Agreement shall be the total budget amount included in the Section 1 of this Grant Agreement, payable as follows: Fifty percent (50%) of the total amount of SLFRF Funds (Initial Payment) authorized under this Grant Agreement shall be payable upon execution of this Agreement and the remaining fifty percent (50%) of the SLFRF Funds authorized under this Agreement (Final Payment), shall be payable upon verification of expenditure of Initial Payment, validation of actual expenditures and subject to compliance with the voucher procedures as described below. Beneficiary will be required to provide documentation of (a) deposit of funds into the Beneficiary's bank account, (b) provide support from the general ledger showing expenditures, and (c) provide invoice or payroll support for those expenditures.

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Beneficiary as authorized in Section 6 (A) above and shall be expressly contingent upon (i) the Beneficiary submitting a claim voucher (the “Voucher”) in a form satisfactory to the County, that (a) states with reasonable specificity the Eligible Activities performed and the payment requested as reimbursement for such Eligible Activities, (b) certifies that the Eligible Activities performed and the payment requested are in accordance with the terms of this Grant Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Beneficiary during the preceding month, and (ii) review, approval and audit of the Voucher by the County Auditor or his or her duly designated representative (the “Auditor”). Drawdowns for the payment of eligible expenses shall be made against the Eligible Activities specified herein and in accordance with applicable performance requirements.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

BENEFICIARY: Friends of the Buda Public Library

Owner Name: Zach Teegardin

Owner Title: Treasurer

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Friends of the Public Library of Buda, Texas

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Friends of the Public Library of Buda, Texas

| | | |
|-----|--|---|
| 1 | Friends of the Public Library of Buda, Texas | 2 |
| 1.1 | Designating a Public Health Impact | 2 |
| 1.2 | Designing a response to a pandemic harm..... | 2 |
| 1.3 | Program Summary | 3 |
| 2 | Comparative Analysis..... | 3 |
| 2.1 | Reasonableness & Proportionality..... | 3 |
| 3 | Eligibility..... | 4 |
| 3.1 | Final Rule..... | 4 |

1 FRIENDS OF THE PUBLIC LIBRARY OF BUDA, TEXAS

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Friends of the Public Library of Buda, Texas (the Friends of the Buda Library, aka FBL), is a 501(c)(3) non-profit organization that advocates and generates funds for the Buda Public Library to ensure the library has the support it needs to remain a vibrant learning hub while serving a rapidly growing community by:

- Raising funds to fill the gap between what local/state/federal government provides and the cost of additional programs, resources and services.
- Building awareness and promoting library services and programs.
- Advocating for the library and the critical role it plays in our community.

Figure 1: Public Library of Buda, TX Location



FBL meets the first Wednesday of each month at 6:30pm, and has an annual meeting at the public library's 405 E Loop Street location.¹

FBL hosts an annual book sale every December and smaller pop-up sales throughout the year, then presents the Buda Public Library with a check from the year's proceeds at their annual January meeting. Monies are used by the library to purchase books and equipment, hold youth and adult classes and programs, and provide on-line resources. FBL's income is also comprised of membership dues, merchandise sales and individual and business contributions, i.e., donations.

In 2020, COVID-19 group and crowd restrictions prohibited FBL from hosting the annual book sale or any other in-person sales, consequently reducing their fund raising by \$5,110 to \$630. They also experienced decreases in merchandise sales (-\$1,756), and in individual (-\$1,820) and business (-\$5,098) contributions.

FBL experienced a revenue loss of \$14,434 in 2020 due to a decrease in contributions, grants, and fundraising.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate FBL's financial hardship from the revenue loss. Through a grant of \$15,972 FBL will be able to:

- Recover decreased revenue

¹ Google Earth Imagery – Buda Public Library

The Final Rule enumerated Assistance to Nonprofits, defining them as 501(c)(3)s or (19)s, as an eligible use in which recipients could consider declines in revenues, e.g., from donations and fees, or increased costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

1.3 PROGRAM SUMMARY

FBL provided their income statements for 2019, 2020, and 2021 to support their eligibility as a beneficiary of ARPA SLFRF. FBL's donation to the Buda Public Library in 2020 was reduced as a result of COVID-19 group and crowd restrictions, which cancelled their major annual fundraising event, and reduced merchandise sales and contributions from individuals and businesses. The validation and cost reasonableness analysis determined that FBL can demonstrate a pandemic-related harm up to \$15,972 the for the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. FBL's initial award is \$15,972.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic, FBL saw a reduction in its revenue, which is primarily funded by contributions and grants. Tax exempt organizations are not required to file Form 990 or Form 990-EZ when their gross receipts are normally not more than \$50,000, i.e., FBL. Therefore, FBL's Income Statements for 2019, 2020, and 2021 were used to determine pandemic-induced revenue loss.

The ARPA SLFRF grant is critical to help FBL recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was an 49% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35² to count projected annual growth in accordance with the US Treasury's revenue loss calculation, FBL's loss of revenue is \$15,972 for 2020.

Table 1: Profit and Revenue Loss

| | 2019 | 2020 |
|--------------------------|--------|----------|
| Contributions and grants | 18,718 | 11,800 |
| Other Revenue | 10,859 | 3,343 |
| Total Revenue | 29,577 | 15,143 |
| | | (14,434) |
| | | -49% |
| Projected Growth | | \$31,115 |
| Revenue Loss | | (15,972) |

All monies raised are donated to the library, which uses them to purchase books and equipment, hold youth and adult classes and programs, and provide on-line resources.

² 31 CFR Part 35 Final Rule, C. Revenue Loss, Step 2, Footnote 282, "the final rule updates the percentage to 5.2% as shown in Step 2".

3 ELIGIBILITY

3.1 FINAL RULE³

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of “specifically those that are 501(c)(3) or 501(c)(19) tax exempt organizations”.

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- Decreased revenue, e.g., from reduced contributions

When a recipient provides funds to address that impact, it is then providing direct assistance to the nonprofit as a beneficiary under Subsection (c)(1) of Sections 602 and 603 of Title VI of the Social Security Act, amended by ARPA. Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- Loans or grants to mitigate financial hardship

3.1.1 Disproportionately Impacted Communities

“The final rule streamlines and aligns services and standards that are generally applicable or are provided for public health purposes. Under this approach, eligible uses to respond to the public health emergency are organized based on the type of public health problem: 1) COVID-19 mitigation and prevention, 2) medical expenses, 3) behavioral health care, and 4) preventing and responding to violence. Under this approach, eligible uses to respond to the negative economic impacts of the public health emergency are organized based on the type of beneficiary: 1) assistance to households, 2) assistance to small businesses, and 3) assistance to nonprofits”. These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries.⁴

³ 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

⁴ 31 CFR Part 35 Final Rule A. Public Health and Negative Economic Impacts 1. General Provisions: Structure and Standards, Rule Structure



HAYS COUNTY

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

Applicant Name

FRIENDS OF THE BUDA PUBLIC LIBRARY

Address

P.O. BOX 1162

City

Buda

State

TX

Zip Code

78610

Organization Type

Non-profit

Telephone

(512) 925-3310

Point of Contact

Zach Teegardin

Title

Treasurer

DUNS or EIN Number

EIN 74-2628606

Amount Requested

\$15,972.00

Eligibility

- 1 Is the Organization a 501(c)(3) or 501(c)(19), or a special-purpose units of local government? Yes
- 2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas? Yes
- 3 Is the Organization currently in operation? Yes
- 4 What is the Period of Performance for this grant? March 3, 2021 through December 31, 2024
- 5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County? No
- 6 Has any federal, state, or local funding been received for this service or program? No



HAYS COUNTY

6a If yes to 6, provide information including:

| | |
|------------------------|--|
| Name of Funding Source | |
| Amount | |
| Date Received | |
| Other | |
| Specify: | |

Eligibility Documentation

7 Proof of 501(c)(3) or 501(c)(19):

| | |
|-------------------------------------|-------------------------------------|
| Form 990 IRS Filing 2019 or later | <input checked="" type="checkbox"/> |
| IRS Determination Letter | <input type="checkbox"/> |
| Texas Exemption Verification Letter | <input checked="" type="checkbox"/> |
| Other | |

8 Documents showing increased cost due to the pandemic:

| | |
|--|--|
| Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.) | |
| Invoices for Costs | |
| Estimates for Costs | |
| Labor Hours and Rates | |
| Change Orders | |
| Other | |

Specify:

9 Documents showing the increase in need generated by the pandemic:

Specify:

10 Documents showing decreased revenue:

| | |
|-------------------|--|
| Income Statements | |
| Other | |

Specify:



HAYS COUNTY

Certifications

- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations

Initials zt

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials zt

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance)

Initials zt

Zach Teegardin

Signature

Zach Teegardin

Print Name

Treasurer

Title

26-Sep-23

Date



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

Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Driftwood Historical Conservation Society (DHCS). **SMITH**

Summary

Attached: Draft Agreement
Draft PW

Attachments

Draft Agreement - DHCS
Draft PW - DHCS

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY, CONSULT WITH YOUR COUNSEL AS APPROPRIATE, AND DO NOT SIGN IT IF YOU HAVE ANY QUESTIONS, AS YOUR SIGNATURE BELOW BINDS YOU TO EACH OF THE REPRESENTATIONS AND OBLIGATIONS DETAILED IN THIS AGREEMENT.

This Agreement is entered into by and between Hays County ("Hays County") and Driftwood Historical Conservation Society ("Beneficiary"), located at PO Box 314, Driftwood, TX 78619 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed \$22,560.00 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), CSLFRF Assistance Listing Number Hays County ALN 21.027. As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Beneficiary with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT

Grant funds may be used to mitigate Beneficiary's financial hardship from the increased costs and revenue loss as a result of the public health emergency or its negative economic impacts. Through the grant the Beneficiary will be able to recover decreased revenue and increased costs.

SECTION 3 – BENEFICIARY REPRESENTATIONS AND OBLIGATIONS

Funds are provided to Beneficiary to support continued operations of Beneficiary's current Hays County business/special-purpose unit of local government /non-profit entity (501(c)(3) and 501(c)(19) organizations only).

Beneficiary acknowledges that the use of Grant funds can only be used for working capital to mitigate and recover from the extraordinary expenses and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19. The use of grant funds for prohibited expenses or investments may result in an action to recover funds misspent, with interest and such costs as may be allowable by law.

Grantee certifies, warrants and represents that Beneficiary is in full compliance with and not delinquent in payment of any taxation to which Beneficiary is subject, Beneficiary is a special-purpose unit of local government or a 501(c)(3) or a 501(c)(19) or is a small business that has no more than five hundred (500) full-time equivalent employees as of July 11, 2023 or is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632), and that Beneficiary fully qualifies for receipt of federal funds originally disbursed to Hays County to address negative economic impacts associated with the COVID-19 pandemic.

Beneficiary will provide and cooperate with any information and documentation requests necessary to evaluate compliance with this Agreement, including, without limitation, applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200). Additionally, Beneficiary will provide and cooperate with any information and documentation requests necessary to support subrecipient compliance with administration of ARP funding, including reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.

By signing below, *Beneficiary certifies that all of the following statements are true:*

- The business/special-purpose unit of local government /non-profit (501(c)(3) or 501(c)(19) entity only) is located in Hays County and has a valid license or authorization to operate in the State of Texas.
- The Beneficiary is either:
 - A special-purpose unit of local government
 - A 501(c)(3); or
 - A 501(c)(19); or
 - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
 - A small business that has no more than 500 payroll employees as of July 11, 2023.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis as determined by ARPA SLFRF Final Rule and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
 - K-12 School
 - College or university

- Library
- A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
 - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
 - Beneficiary certifies that 0 employees were employed by the business/special-purpose unit of local government/non-profit as of July 11, 2023.

SECTION 4 - NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Beneficiary covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

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A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.

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C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.

D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.

E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.

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H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.

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J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.

K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.

L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created _____, 2023 through December 31, 2026.

SECTION 6 – PAYMENT

A. Amount of Grant: The amount to be paid to the Beneficiary for the provision and administration of Eligible Activities under this Grant Agreement shall be the total budget amount included in the Section 1 of this Grant Agreement, payable as follows: Fifty percent (50%) of the total amount of SLFRF Funds (Initial Payment) authorized under this Grant Agreement shall be payable upon execution of this Agreement and the remaining fifty percent (50%) of the SLFRF Funds authorized under this Agreement (Final Payment), shall be payable upon verification of expenditure of Initial Payment, validation of actual expenditures and subject to compliance with the voucher procedures as described below. Beneficiary will be required to provide documentation of (a) deposit of funds into the Beneficiary's bank account, (b) provide support from the general ledger showing expenditures, and (c) provide invoice or payroll support for those expenditures.

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Beneficiary as authorized in Section 6 (A) above and shall be expressly contingent upon (i) the Beneficiary submitting a claim voucher (the “Voucher”) in a form satisfactory to the County, that (a) states with reasonable specificity the Eligible Activities performed and the payment requested as reimbursement for such Eligible Activities, (b) certifies that the Eligible Activities performed and the payment requested are in accordance with the terms of this Grant Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Beneficiary during the preceding month, and (ii) review, approval and audit of the Voucher by the County Auditor or his or her duly designated representative (the “Auditor”). Drawdowns for the payment of eligible expenses shall be made against the Eligible Activities specified herein and in accordance with applicable performance requirements.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

BENEFICIARY: Driftwood Historical Conservation Society

Authorized Signatory Name: Ray Beets

Authorized Signatory Title: Director

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____



HCTX111_Driftwood Historical Conservation Society

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Driftwood Historical Conservation Society

| | | |
|-----|---|---|
| 1 | Driftwood Historical Conservation Society | 2 |
| 1.1 | Designating a Public Health Impact | 2 |
| 1.2 | Designing a response to a pandemic harm..... | 2 |
| 1.3 | Program Summary | 2 |
| 2 | Comparative Analysis..... | 3 |
| 2.1 | Reasonableness & Proportionality..... | 3 |
| 3 | Eligibility | 3 |
| 3.1 | Final Rule..... | 3 |

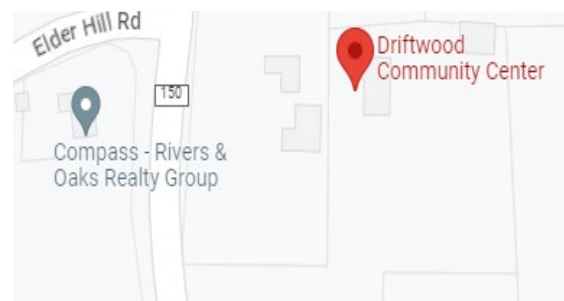
1 DRIFTWOOD HISTORICAL CONSERVATION SOCIETY

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Driftwood Historical Conservation Society (DHCS) is a 501(c)(3) non-profit organization that raises funds to maintain the agrarian economy, social culture and natural environment of Driftwood and the Onion Creek Valley by supporting initiatives, such as preserving and restoring historical and heritage sites and retaining traffic arteries on the scale of Farm to Market or Ranch Roads.

DHCS rented the Driftwood Community Center, located at the intersection of FM 150 and Elder Hill Rd (CR 170),¹ for their monthly meetings. The coordination of projects and volunteer activities, and event planning, e.g., the Annual Driftwood Heritage Festival, take(s) place during several meetings per month.

Figure 1: Driftwood Community Center



In 2020, COVID-19 group and crowd restrictions prohibited DHCS from being able to collect monies and raise funds from in-person events consequently reducing their revenue by 67%, from \$31,039 in 2019 to \$10,094 in 2020.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

DHCS's Form-990's for the years 2019 and 2020 show they experienced a revenue loss of up to \$20,946 in 2020 due to a decrease in contributions, membership dues, and fund raising.

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate DHCS's financial hardship from the revenue loss. Through a grant of \$22,560 DHCS (see Table 1 below) will be able to:

- Recover decreased revenue

The Final Rule enumerated Assistance to Nonprofits, defining them as 501(c)(3)s or (19)s, as an eligible use in which recipients could consider declines in revenues, e.g., from donations and fees, or increased costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

1.3 PROGRAM SUMMARY

DHCS provided their Profit and Loss statements and IRS letter to support their eligibility as a beneficiary under the SLFRF. In 2020, COVID-19 group and crowd restrictions prohibited DHCS from being able to receive contributions and grants on the same level of magnitude experienced prior to the pandemic.

¹ Google Maps

The validation and cost reasonableness analysis determined DHCS can demonstrate a pandemic related harm up to \$22,560 the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. DHCS initial award is \$22,560.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

Due to the pandemic DHCS saw a reduction in its revenue, which is primarily funded by contributions and grants.

The ARPA SLFRF grant is critical to help DHCS recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was a 67% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35² to count projected annual growth in accordance with the US Treasury's revenue loss calculation, DHCS's loss of revenue is \$22,560 for 2020.

Table 1: Revenue Loss

| | 2019 | 2020 |
|--------------------------|--------|----------|
| Contributions and grants | 30,892 | 10,026 |
| Other Revenue | 148 | 68 |
| Total Revenue | 31,039 | 10,094 |
| | | (20,946) |
| | | -67% |
| Projected Growth | | \$32,654 |
| Revenue Loss | | (22,560) |

3 ELIGIBILITY

3.1 FINAL RULE³

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "specifically those that are 501(c)(3) or 501(c)(19) tax exempt organizations".

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- Decreased revenue, e.g., from reduced contributions

² 31 CFR Part 35 Final Rule, C. Revenue Loss, Step 2, Footnote 282, "the final rule updates the percentage to 5.2% as shown in Step 2".

³ 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

When a recipient provides funds to address that impact, it is then providing direct assistance to the nonprofit as a beneficiary under Subsection (c)(1) of Sections 602 and 603 of Title VI of the Social Security Act, amended by ARPA. Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- Loans or grants to mitigate financial hardship

3.1.1 Disproportionately Impacted Beneficiaries

“The final rule streamlines and aligns services and standards that are generally applicable or are provided for public health purposes. Under this approach, eligible uses to respond to the public health emergency are organized based on the type of public health problem: 1) COVID-19 mitigation and prevention, 2) medical expenses, 3) behavioral health care, and 4) preventing and responding to violence. Under this approach, eligible uses to respond to the negative economic impacts of the public health emergency are organized based on the type of beneficiary: 1) assistance to households, 2) assistance to small businesses, and 3) assistance to nonprofits”. These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries⁴

⁴ 31 CFR Part 35 Final Rule A. Public Health and Negative Economic Impacts 1. General Provisions: Structure and Standards, Rule Structure



HAYS COUNTY

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

Applicant Name

DRIFTWOOD HISTORICAL CONSERVATION SOCIETY

Address

PO BOX 314

City

DRIFTWOOD

State

TX

Zip Code

78619

Organization Type

501 (C)(3)

Telephone

(512) 431-8814

Point of Contact

RAY BEETS

Title

DIRECTOR

DUNS, UEI, or EIN Number

47-4402069

Amount Requested

\$22,560.00

Eligibility

1 Is the Organization a 501(c)(3), 501(c)(19), or a special-purpose units of local government?

Yes

2 Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas?

Yes

3 Is the Organization currently in operation?

Yes

4 What is the Period of Performance for this grant?

March 3, 2021 through December 31, 2026

5 Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County?

No

6 Has any federal, state, or local funding been received for this service or program?

No



HAYS COUNTY

6a If yes to 6, provide information including:

| | |
|------------------------|--|
| Name of Funding Source | |
| Amount | |
| Date Received | |
| Other | |

Eligibility Documentation

7 Proof of 501(c)(3), 501(c)(19), or special-purpose units of local government :

| | |
|-------------------------------------|---|
| Form 990 IRS Filing 2019 or later | |
| IRS Determination Letter | X |
| Texas Exemption Verification Letter | |
| Other | |
| Specify: | |

8 Documents showing increased cost due to the pandemic:

| | |
|--|-----|
| Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.) | |
| Invoices for Costs | |
| Estimates for Costs | |
| Labor Hours and Rates | |
| Change Orders | |
| Other | |
| Specify: | N/A |

9 Documents showing the increase in need generated by the pandemic:

| | |
|----------|-----|
| Specify: | N/A |
|----------|-----|

10 Documents showing decreased revenue:

| | |
|----------|----------------------------|
| Other | |
| Specify: | Profit and Loss Statements |



HAYS COUNTY

Certifications

- 11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials _____

- 12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials _____

- 13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials _____

Signature

Ray Beets

Print Name

Director

Title

Date



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

Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Elaine H. Cardenas

Sponsor:

Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of September 19, 2023. **BECERRA/CARDENAS**

Summary

Attachments

9/19/2023 Minutes

HAYS COUNTY COMMISSIONERS' COURT MINUTES



SEPTEMBER 19, 2023

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 19th 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 |
| ELAINE H. CÁRDENAS | COUNTY CLERK |

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

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Darius Todd, 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

Dan Lyon made a public comment against salary increases for elected officials.

39439 Adopt a Proclamation recognizing October 1-7, 2023 as National 4-H Week.

The Court congratulated the 4-H members present and spoke about all the program offers. Marlena Moore, Penelope Soto, Benjamin Soto, and Kaitlyn Miller, 4-H members, spoke about their involvement in the program. Sierra Murray, Hays County 4-H and Youth Program Coordinator, stated the Hays County 4-H Council will host a blood drive on October 6th, 2023 from 10 a.m. to 2 p.m. at the Hays County Precinct 3 Office.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt a Proclamation recognizing October 1-7, 2023 as National 4-H Week.

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

5 - 0 Passed - Unanimously

39440 Adopt a Proclamation recognizing September 15-October 15, 2023 as Hispanic Heritage Month.

Commissioner Ingalsbe expressed appreciation for the recognition of Hispanic Heritage Month. Commissioner Cohen spoke about the importance of Hispanic history. Commissioner Shell thanked the Historical Commission and other groups for their work on preserving Hispanic heritage and history. Commissioner Smith spoke about working with the Historical Commission on additional recognition and funding a facility through the Parks and Open Space bond. Judge Becerra spoke about unity and recognizing history. Gina Alba-Rogers, Chair of the Council for the Indigenous and Tejano Community, thanked the Court for the Proclamation and spoke about new historical findings. Miguel Arredondo, Chair of the Hispanic Heritage Committee, thanked the Court for the Proclamation.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to adopt a Proclamation recognizing September 15-October 15, 2023 as Hispanic Heritage Month.

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

5 - 0 Passed - Unanimously



Presentation of Hays County Employee Service and Retirement Awards.

Shari Miller, Hays County Human Resources Director, presented employees with service milestone and retirement awards. The Court, Mike Jones, Director of the Office of Emergency Services, Lieutenant Dennis Gutierrez, Hays County Sheriff's Office, Shari Miller, Director of Human Resources, and Marisol Villarreal-Alonzo, Hays County Auditor, recognized Mark Kennedy, General Counsel, for his retirement from Hays County and thanked him for over 20 years of service.

Presentation by the Hays County Office of Emergency Services to include a recap of the 2023 Preparedness Fair and to announce the winning department for the best overall basket in the employee raffle basket contest.

Mike Jones, Director of the Office of Emergency Services, spoke about the 2023 Preparedness Fair and thanked its sponsors and participating Hays County departments. The Hays County Auditor's Office was presented with the first place award for the raffle basket contest.

39441 Approve payments of County invoices.

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

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

5 - 0 Passed - Unanimously

39442 Approve the payment of Juror checks.

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

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

5 - 0 Passed - Unanimously

39443 Approve the payment of United Healthcare claims.

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

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

5 - 0 Passed - Unanimously

39444 Approve Commissioners Court Minutes of September 12, 2023.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve Commissioners Court Minutes of September 12, 2023.

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

5 - 0 Passed - Unanimously

39445 Approve the payment of the September 30, 2023 payroll disbursements in an amount not to exceed \$4,700,000 effective September 30, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the payment of the September 30, 2023 payroll disbursements in an amount not to exceed \$4,700,000 effective September 30, 2023 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

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

5 - 0 Passed - Unanimously

39446 Approve Resolution Amending Authorized Representatives agreement with TexPool.

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



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

5 - 0 Passed - Unanimously

39447 Authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of \$10,009.85; authorize a waiver to the purchasing policy.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize Countywide Operations to renew the annual Commercial General Liability and Excess Liability Insurance related to the Gay Ruby Dahlstrom Nature Preserve in the amount of \$10,009.85; authorize a waiver to the purchasing policy.

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

5 - 0 Passed - Unanimously

39448 Authorize the execution of the First Contract Renewal for the Statewide Automated Victim Notification Service (SAVNS) with Apriss Insights, LLC.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of the First Contract Renewal for the Statewide Automated Victim Notification Service (SAVNS) with Apriss Insights, LLC.

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

5 - 0 Passed - Unanimously

39449 Authorize the Hays County Criminal District Attorney's Office to purchase four (4) HotDocs user licenses for document assembly software related to Child Protection Court cases.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Hays County Criminal District Attorney's Office to purchase four (4) HotDocs user licenses for document assembly software related to Child Protection Court cases.

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

5 - 0 Passed - Unanimously

39450 Authorize the execution of a renewal agreement for \$39,355.08 for Westlaw Patron Access for use by Hays County Law Library patrons.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a renewal agreement for \$39,355.08 for Westlaw Patron Access for use by Hays County Law Library patrons.

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

5 - 0 Passed - Unanimously

39451 Authorize the execution of a renewal agreement for \$31,376.76 Westlaw online legal research services for use by Hays County Courts judges and staff with funds budgeted for FY2024 budget.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of a renewal agreement for \$31,376.76 Westlaw online legal research services for use by Hays County Courts judges and staff with funds budgeted for FY2024 budget.

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

5 - 0 Passed - Unanimously

39452 Approve Utility Permits.

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

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

5 - 0 Passed - Unanimously



39453 Authorize payment to Richard Cowell Tactical where the amount was \$554.50 to purchase a vest carrier for the Constable Pct. 3 office in which no purchase order was issued as required per the County Purchasing Policy.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize payment to Richard Cowell Tactical where the amount was \$554.50 to purchase a vest carrier for the Constable Pct. 3 office 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

39454 Authorize the acceptance of additional funds from the Texas Indigent Defense Commission for the Regional Padilla Compliance Program in the amount of \$136,451.00 and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the acceptance of additional funds from the Texas Indigent Defense Commission for the Regional Padilla Compliance Program in the amount of \$136,451.00 and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39455 Authorize payment to Panoramic Software Inc. Vetpro software in the amount of \$1,800.00 for the Veteran's Administration Office in which no purchase order was issued as required per County Purchasing Policy.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize payment to Panoramic Software Inc. Vetpro software in the amount of \$1,800.00 for the Veteran's Administration Office in which no purchase order was issued as required per County Purchasing Policy.

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

5 - 0 Passed - Unanimously

39456 Authorize the County Judge to execute the First Amendment for a time extension to the Contract between Hays County and Vista Planning and Design for work on Sentinel Peak Preserve Master Plan Phase 2 A&B.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute the First Amendment for a time extension to the Contract between Hays County and Vista Planning and Design for work on Sentinel Peak Preserve Master Plan Phase 2 A&B.

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

5 - 0 Passed - Unanimously

39457 Authorize the County Judge to execute a Contract Amendment with Texas Disposal Systems related to Hauling Solid Waste pursuant to IFB 2020-B02, adding a \$15.00 monthly weight report fee for each location, Driftwood and Wimberley.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Contract Amendment with Texas Disposal Systems related to Hauling Solid Waste pursuant to IFB 2020-B02, adding a \$15.00 monthly weight report fee for each location, Driftwood and Wimberley.

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

5 - 0 Passed - Unanimously

39458 Approve contract change orders for Diamondback Landscaping and Lawn care, Inc. (\$20,021.10) pursuant to IFB 2023-B13 for additional scope of work for the Courthouse Grounds Renovation Project.



Dan Lyon made a public comment concerning guarantees on equipment replacements and repairs. Judge Becerra and Tammy Crumley, Director of Countywide Operations, explained why the sprinkler replacements are needed. Commissioner Ingalsbe stated this project is winding down and she will be requesting additional funding from the Tax Increment Reinvestment Zone (TIRZ).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve contract change orders for Diamondback Landscaping and Lawn care, Inc. (\$20,021.10) pursuant to IFB 2023-B13 for additional scope of work for the Courthouse Grounds Renovation Project.

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

5 - 0 Passed - Unanimously

39459 Authorize the execution of an extension to RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 91 days (December 31, 2023) for \$5,000.00 monthly, plus any additional Letter of Credit Fees and authorize a discretionary exemption pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of an extension to RFP 2016-P06 Bank Depository with Sage Capital Bank, N.A. for a period not to exceed 91 days (December 31, 2023) for \$5,000.00 monthly, plus any additional Letter of Credit Fees and authorize a discretionary exemption pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.

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

5 - 0 Passed - Unanimously

39460 Accept Delivery of the Quarterly Audit Report for the Fire Marshal Office and the Parks Department for the audit period January 2023 through March 2023.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept Delivery of the Quarterly Audit Report for the Fire Marshal Office and the Parks Department for the audit period January 2023 through March 2023.

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

5 - 0 Passed - Unanimously

39461 Accept delivery of the Internal Examination report for the District Attorney's Office.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept delivery of the Internal Examination report for the District Attorney's Office.

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

5 - 0 Passed - Unanimously

39462 Approve specifications for RFQ 2023-Q01 Public Improvement District (PID) Bond Underwriting Services and authorize Purchasing to solicit for proposals and advertise.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve specifications for RFQ 2023-Q01 Public Improvement District (PID) Bond Underwriting Services and authorize Purchasing to solicit for proposals and advertise.

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

5 - 0 Passed - Unanimously

39463 Amend various departmental operating, special revenue and capital project budget funds in preparation for the County's Fiscal Year 2023 year-end process.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to amend various departmental operating, special revenue and capital project budget funds in preparation for the County's Fiscal Year 2023 year-end process.

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

5 - 0 Passed - Unanimously



39464 Authorize payment to AMG Print & Mailing in the amount of \$1,015.72 for the Treasurer's Office in which no purchase order was issued as required per County Purchasing Policy.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize payment to AMG Print & Mailing in the amount of \$1,015.72 for the Treasurer's Office in which no purchase order was issued as required per County Purchasing Policy.

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

5 - 0 Passed - Unanimously

39465 Approve Commissioner Pct 4 to contribute community funds to the following: Dripping Springs Independent School District Education Foundation (\$1,000.00), Hays Independent School District Education Foundation (\$1,000.00), and Foster Village (\$1,000.00).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve Commissioner Pct 4 to contribute community funds to the following: Dripping Springs Independent School District Education Foundation (\$1,000.00), Hays Independent School District Education Foundation (\$1,000.00), and Foster Village (\$1,000.00).

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

5 - 0 Passed - Unanimously

39466 Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 4 in the amount of \$40,000.00 to the Professional Services Agreement with WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection project in Precinct 4, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

Commissioner Smith explained this amendment addresses changes that need to be made to the intersection plan due to a new development in the area.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Contract Amendment No. 4 in the amount of \$40,000.00 to the Professional Services Agreement with WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection project in Precinct 4, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

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

5 - 0 Passed - Unanimously

39467 Discussion and possible action to authorize the County Judge to execute Change Order No. 3 in the amount of \$92,978.49 to the Professional Services Agreement with BGE, Inc. for the RM 12 Safety Improvements near the intersection of Mountain Crest and Skyline Drive project in Precinct 3, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

Commissioner Shell stated Texas Department of Transportation will pay for construction and this increase is mainly due to additional coordination that is needed with property owners.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute Change Order No. 3 in the amount of \$92,978.49 to the Professional Services Agreement with BGE, Inc. for the RM 12 Safety Improvements near the intersection of Mountain Crest and Skyline Drive project in Precinct 3, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

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

5 - 0 Passed - Unanimously

39468 Hold a public hearing with possible action to establish a 3-way stop at the intersection of Green Pastures Road and Country Lane.

Judge Becerra opened the Public Hearing at 1:02 p.m. No comments were made. Judge Becerra closed the Public Hearing at 1:02 p.m.



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

39469 Hold a public hearing with possible action to establish a 3-way stop at the intersection of Bunton Lane, Heidenreich Lane, and Dairy Road.

Judge Becerra opened the Public Hearing at 1:02 p.m. No comments were made. Judge Becerra closed the Public Hearing at 1:02 p.m.

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

39470 Discussion and possible action to accept fiscal surety for street and drainage improvements in the amount of \$381,390.20 for the Driftwood, Phase 1, Lot 2, Revised Plat (Irrevocable Standby Letter of Credit No. 1103466966).

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept fiscal surety for street and drainage improvements in the amount of \$381,390.20 for the Driftwood, Phase 1, Lot 2, Revised Plat (Irrevocable Standby Letter of Credit No. 1103466966).

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

5 - 0 Passed - Unanimously

39471 Discussion and possible action to consider the release of the subdivision performance bond #7901063583 in the amount of \$372,201.25 for phase 4, and #7901063582 in the amount \$863,725.25 for phase 5, and the acceptance of the roads into the County Road Maintenance System for Trails at Windy Hills Subdivision Phase 4 and 5.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to release the subdivision performance bond #7901063583 in the amount of \$372,201.25 for phase 4, and #7901063582 in the amount \$863,725.25 for phase 5, and accept the roads into the County Road Maintenance System for Trails at Windy Hills Subdivision Phase 4 and 5.

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

5 - 0 Passed - Unanimously

39472 Discussion and possible action to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$2,855,411.19 for the Sunset Oaks, Section 4, Phase 3B, Final Subdivision (Bond # 6131050164).

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to accept fiscal surety for the construction of roadway and drainage improvements in the amount of \$2,855,411.19 for the Sunset Oaks, Section 4, Phase 3B, Final Subdivision (Bond # 6131050164).

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

5 - 0 Passed - Unanimously

39473 PLN-2208-PC; Call for a Public Hearing on October 10th, 2023, followed by discussion and possible action regarding Carol Oaks, Lot 6, Replat.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to call for a Public Hearing on October 10th, 2023, followed by discussion and possible action regarding Carol Oaks, Lot 6, Replat (PLN-2208-PC).

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

5 - 0 Passed - Unanimously



39474 PLN-2293-PC; Call for a Public Hearing on October 10th, 2023, followed by discussion and possible action regarding 272 AC Fitzhugh, Lots 18 & 28, Replat.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to call for a Public Hearing on October 10th, 2023, followed by discussion and possible action regarding 272 AC Fitzhugh, Lots 18 & 28, Replat (PLN-2293-PC).

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #J-3 RE: PLN-2313-NP; Discussion and possible action regarding the Hawk Ridge, Phase 2, Final Plat (27 Lots). - WAS PULLED.

39475 Discussion and possible action to authorize the execution of a \$2,000,000.00 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2024 related to Indigent health care costs' authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4).

Judge Becerra inquired about opening this to other parties in the future. Commissioner Shell provided background on this program and recognized Christus for working with Hays County to enhance the indigent health services provided.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of a \$2,000,000.00 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2024 related to Indigent health care costs' authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(4).

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

5 - 0 Passed - Unanimously

39476 Discussion and possible action to adopt an order of the Commissioners Court of Hays County, Texas accepting and approving the 2023 Annual Service Plan Update to the Service and Assessment Plan (SAP) including updated Major Improvement Area assessment roll, Neighborhood Improvement Area #1 assessment roll, Neighborhood Improvement Area #2 assessment roll, and Neighborhood Improvement Area #3 assessment roll for the La Cima Public Improvement District (PID); making and adopting findings; providing a cumulative repealer clause; and providing an effective date.

Jordan Powell, Assistant Criminal District Attorney - Civil Division, stated this is an annual update to the SAP and reviewed the changes.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt an order of the Commissioners Court of Hays County, Texas accepting and approving the 2023 Annual Service Plan Update to the Service and Assessment Plan (SAP) including updated Major Improvement Area assessment roll, Neighborhood Improvement Area #1 assessment roll, Neighborhood Improvement Area #2 assessment roll, and Neighborhood Improvement Area #3 assessment roll for the La Cima Public Improvement District (PID); making and adopting findings; providing a cumulative repealer clause; and providing an effective date.

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

5 - 0 Passed - Unanimously

39477 Hold a public hearing in accordance with Section 293.101 of the Texas Health and Safety Code, to discuss, consider, and take appropriate action on the proposed mandatory payment rate to be assessed on institutional healthcare providers in fiscal year (FY) 2024 pursuant to the County Health Care Provider Participation Program.

Judge Becerra opened the Public Hearing at 10:56 a.m. Robin Oldham, representative for Adelanto HealthCare Ventures, spoke about the benefits of the program and stated the providers are requesting a rate of 6%, which would generate over \$50 million. Judge Becerra closed the Public Hearing at 10:59 a.m. Commissioner Shell spoke about the creation of the Hays County Local Provider Participation Fund (LPPF) and how it has assisted hospitals in treating uninsured and underinsured patients.



A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to set a rate of 6% for the Hays County Local Provider Participation Fund.

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

5 - 0 Passed - Unanimously

39478 Discussion and possible action to execute an Equipment Relocation Request for the Personal Health Department (\$417.38) and the Election's Office (\$417.38) copiers and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to execute an Equipment Relocation Request for the Personal Health Department (\$417.38) and the Election's Office (\$417.38) copiers and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

39479 Discussion and possible action to appoint a Justice of the Peace, Precinct 2 Place 2 effective 10/1/2023 pursuant to Texas Local Government Code Chapter 87.041.

Commissioner Cohen reviewed the selection process and stated J.R. Mendoza is recommended by the selection committee for the new Justice of the Peace, Precinct 2 Place 2 position. Commissioner Ingalsbe thanked Andy Cable, Justice of the Peace Precinct 3, for being involved in the interview process. Judge Becerra explained why this position is appointed now and elected in November. Commissioner Shell and Commissioner Smith thanked Commissioner Cohen and Commissioner Ingalsbe for their work on this recommendation.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to appoint J.R. Mendoza to fill the vacancy in the office of the Justice of the Peace, Precinct 2 Place 2 effective 10/1/2023 pursuant to Texas Local Government Code Chapter 87.041.

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

5 - 0 Passed - Unanimously

39480 Discussion and possible action to set the off-duty County Patrol Vehicle fees for the Constable and Sheriff Departments under Texas Local Government Code Section 118.131.

Commissioner Smith spoke about the process of determining the fees. Vickie Dorsett, Hays County Budget Officer, explained why increases are being recommended. Ron Hood, Constable Precinct 4, stated a majority of the constables have agreed to a \$20 fee for use of a County vehicle, a \$25 fee for the use of a County vehicle with an officer present, and a \$100 fee for the continuous use of a County vehicle during an event. Funeral escorts will continue to be performed free of charge. The Court discussed the recommended fees and whether to allow County vehicles to be used outside of Hays County. Lieutenant Dennis Gutierrez, Hays County Sheriff's Office, spoke about the rate recommendations and suggested hourly rates instead of flat fees for continuous use. Tucker Furlow, Assistant Criminal District Attorney - Civil Division, stated the fees will need to be set before October 1st but can become effective in January. Commissioner Smith suggested keeping the flat rate for continuous use up to a certain amount of time, and implementing an hourly rate if an event goes past that time. Commissioner Shell suggested \$100 for up to 4 hours, and \$40 per hour after that. Judge Becerra clarified the flat rates of \$20 and \$25 will be kept for basic use of County vehicles. The Court further discussed the use of vehicles outside of Hays County and concluded they can be used in adjacent counties for public events. Constable Hood asked for the hourly rate after 4 hours for continuous use to be changed to \$25 per hour.

A motion was made by Commissioner Smith, seconded by Commissioner Ingalsbe to set the off-duty County Patrol Vehicle fees for the Constable and Sheriff Departments under Texas Local Government Code Section 118.131 as discussed in court.

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 10:38 a.m. and resumed back into open court at 10:47 a.m.



39481 Discussion and possible action to authorize the execution of the Equipment Calibration & Maintenance Program Agreement with FarrWest pursuant to HGAC Contract EP11-20, in the amount of \$14,469.72 annually, effective October 1, 2023.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Cohen to authorize the execution of the Equipment Calibration & Maintenance Program Agreement with FarrWest pursuant to HGAC Contract EP11-20, in the amount of \$14,469.72 annually, effective October 1, 2023.

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

5 - 0 Passed - Unanimously

1:00pm - Hold a final public hearing for the Fiscal Year 2024 Hays County Proposed Budget.

Judge Becerra opened the Public Hearing at 1:06 p.m. Dan Lyon spoke against County spending and salary increases. Ellen Ermis, Communications Coordinator and Grant Writer for the Kyle Area Senior Zone, thanked the Court for their contribution and spoke about their need for a community center. Judge Becerra closed the Public Hearing at 1:10 p.m. Vickie Dorsett, Hays County Budget Officer, reviewed budget requests and changes with the Court, including funding for the new Justice of the Peace Precinct 2 Place 2, a new Purchasing Department, and personnel changes. The Court discussed Commissioner Smith's request for additional staff in his office and using ARPA funds for a temporary position. Deedee Rodgers, Hays County Clerk Chief Deputy, spoke about employee placement within the salary step plan and longevity. The Court discussed the implementation of the salary step plan and concluded employees will be placed in the step plan on October 1, 2023 based on their date of promotion, and department heads will be allowed to use the remaining funding to place their employees in the plan based on date of hire at their own discretion on February 1, 2024. Dorsett reviewed additional changes to the budget, including inmate outsourcing and jail funding, personnel and equipment requests from various departments, and ARPA fund allocations. Commissioner Smith and Marcus Pacheco, Director of Development Services, discussed new requested planner positions and additional work that will be created for the department by the new annexation law. Commissioner Shell granted \$10,000 of his ARPA allocation to each of the following social service organizations: Pet Prevent a Litter of Central Texas (PALS), Southside Community Center, Hays-Caldwell Women's Center, Greater San Marcos Youth Shelter, and CASA of Central Texas. Commissioner Smith stated he plans to allocate his remaining ARPA funds by the end of the year. Commissioner Ingalsbe granted \$10,000 of her ARPA allocation to PALS, \$25,000 to KZSM Radio Station, \$7,500 to the Council for the Indigenous and Tejano Community (CITC), and \$10,000 to Southside Community Center. Commissioner Cohen granted \$5,000 of her ARPA allocation to PALS, \$7,500 to CITC, and \$5,000 to Southside Community Center. Commissioner Smith explained why the Behavioral Advisory Team (BAT) can be funded by the Opioid Settlement Fund. Shari Miller, Director of Human Resources, presented updated employee service gifts.

39482 Discussion and possible action to set the Fiscal Year 2024 salaries and allowances for Hays County Elected Officials.

Commissioner Smith stated he will not vote for a pay raise for himself.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to set the salaries and allowances for Hays County Elected Officials, including longevity payments for those eligible as posted and presented for Fiscal Year 2024.

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

NAY: Commissioner Smith

4 - 1 Passed

39483 Discussion and possible action to adopt the Fiscal Year 2024 Hays County budget after making final changes as a result of the public hearing.

A motion was made by Commissioner Shell, seconded by Commissioner Cohen to adopt the Fiscal Year 2024 Hays County Budget to include all changes approved and presented during the final budget hearing.

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

5 - 0 Passed - Unanimously



39484 Discussion and possible action to ratify the property tax increase reflected in the Fiscal Year 2024 Hays County budget.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to ratify the property tax increase reflected in the Fiscal Year 2024 Hays County Budget. This budget will raise more revenue from property taxes than last year's budget by an amount of \$12,771,921 or 12.03% increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is \$7,717,538.

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

5 - 0 Passed - Unanimously

39485 Discussion and possible action to approve an order adopting the tax rate for Fiscal Year 2024 and levy the taxes.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe that the Fiscal Year 2024 property tax rate be set by the adoption of a tax rate of .3075 cents as follows; .2046 cents - General Maintenance & Operations, .0829 cents - General Debt, .0200 cents - Road & Bridge Maintenance & Operations.

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

5 - 0 Passed - Unanimously

11:00 a.m. - Budget Workshop regarding the Fiscal Year 2024 budget. Possible action may follow.

Judge Becerra opened the Budget Workshop at 11:05 a.m. Gina Alba-Rogers, Chair of the Council for the Indigenous and Tejano Community (CITC), presented the council's work over the past year and requested \$25,000 in funding from Hays County. Justin Randolph, Assistant Professor of History at Texas State University, spoke in support of CITC and additional funding. Elaine Cardenas, Hays County Clerk, read letters of support for CITC from Professor Justin Randolph and Steven Gonzales, Executive Director of El Camino Real de los Tejas National Historic Trail Association. Alba-Rogers spoke about plans for a museum exhibit. Commissioner Ingalsbe offered to provide the additional funding for CITC through her ARPA allocation. Commissioner Smith expressed concerns over fully funding a social service organization and suggested alternative funding sources. Vickie Dorsett, Hays County Budget Officer, reviewed with the Court various budget requests, including personnel regrades, promotions, and placement of employees into the step and grade salary plan. The Court had a lengthy discussion with Dorsett, Shari Miller, Director of Human Resources, and Elaine Cardenas, County Clerk, on whether to place employees in the step plan based on their date of hire or their date of most recent promotion. Commissioner Shell suggested placing employees in the step plan based on their date of promotion, and allowing department heads to use the remaining funding to place their employees in the plan based on date of hire at their own discretion on February 1, 2024. Judge Becerra closed the Budget Workshop at 12:50 p.m. No action taken.

Clerk's Note: Executive Session began at 2:54 p.m. and resumed back into open court at 3:13 p.m.

39486 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.

Commissioner Shell stated this is a follow-up to the Court's previous action regarding the Elsik transaction, and closing costs are \$13,323.33, which includes title insurance and fees.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to amend the budget to provide closing costs for the transaction, bringing the total amount of the transaction to \$2,513,323.33, to be paid from Parks and Open Space Bond funds.

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

5 - 0 Passed - Unanimously



39487 Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of Right of Way located at or near Windy Hill Road in Pct. 2. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Cohen, seconded by Commissioner Ingalsbe to accept the landowner's counteroffer and authorize execution of a Purchase Agreement for Parcel 11 of the Windy Hill Road Project owned by Joshua B. Walker and Anne M. Walker, as presented in Executive Session, and amend the budget accordingly.

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

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #N-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 554 for the week of September 10, 2023, with a peak of 563 inmates on September 13, 2023. The estimated cost for outsourcing inmates this week was \$168,260. The average number of outsourced males is 251 and females is 8. 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 49.

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

Clerk's Note Agenda Item #N-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 #N-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 3:17 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on SEPTEMBER 19, 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: 10/10/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item

Approve the payment of the October 15, 2023 payroll disbursements in an amount not to exceed \$3,850,000.00 effective October 13, 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: 10/10/2023

Requested By:

Gary Steel

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute a proposal with Axon Enterprise, Inc. related to the Law Enforcement taser program for the District Courts, pursuant to Buyboard Contract #648-21 and amend the budget accordingly. **INGALSBE/STEEL**

Summary:

The District Court is requesting execution of Axon proposal Q-484804-45196.559BP for 6 tasers with the evidence.com licenses approved in the annual budget process.

Fiscal Impact:

Amount Requested: \$18,491.98

Line Item Number: 001-608-00.5717_400

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Replacement taser program was budgeted during the FY23 budget process and rolled to FY24, however, additional funds are needed for taser cartridges and increased costs.

\$492 - Increase Law Enforcement Equipment_Operating 001-608-00.5717_400

(492) - Decrease Telephone Expense 001-608-00.5489

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes, Buyboard Contract #648-21

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

???????Comments:

Attachments

Axon Proposal



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-484804-45196.559BP

Issued: 09/27/2023

Quote Expiration: 10/10/2023

Estimated Contract Start Date: 09/01/2023

Account Number: 496164

Payment Terms: N30

Delivery Method:

| SHIP TO | BILL TO |
|--|---|
| Business;Delivery;Invoice-712 S Stagecoach Trl 712 S Stagecoach Trl San Marcos, TX 78666-5999 USA | Hays County (TX) District Courts 712 S Stagecoach Trl San Marcos TX 78666-5999 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|--|
| Bert Panganiban Phone: (941) 527-9189 Email: bpanganiban@axon.com Fax: | Tim Shaffer Phone: 512-393-5528 Email: tim.shaffer@co.hays.tx.us Fax: |

Quote Summary

| | |
|-------------------------------|--------------------|
| Program Length | 60 Months |
| TOTAL COST | \$18,491.98 |
| ESTIMATED TOTAL W/ TAX | \$18,491.98 |

Discount Summary

| | |
|--------------------------|-------------------|
| Average Savings Per Year | \$619.92 |
| TOTAL SAVINGS | \$3,099.62 |

Payment Summary

| Date | Subtotal | Tax | Total |
|--------------|--------------------|---------------|--------------------|
| Aug 2023 | \$18,491.98 | \$0.00 | \$18,491.98 |
| Total | \$18,491.98 | \$0.00 | \$18,491.98 |

| | |
|------------------------|-------------|
| Quote Unbundled Price: | \$21,591.60 |
| Quote List Price: | \$18,492.00 |
| Quote Subtotal: | \$18,491.98 |

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

| Item | Description | Qty | Term | Unbundled | List Price | Net Price | Subtotal | Tax | Total |
|----------------------------|---|-----|------|-----------|------------|-----------|--------------------|---------------|--------------------|
| Program | | | | | | | | | |
| T7Basic | TASER 7 Basic Bundle | 6 | 60 | \$54.61 | \$46.00 | \$46.00 | \$16,559.98 | \$0.00 | \$16,559.98 |
| A la Carte Hardware | | | | | | | | | |
| 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 24 | | | \$40.25 | \$40.25 | \$966.00 | \$0.00 | \$966.00 |
| 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 24 | | | \$40.25 | \$40.25 | \$966.00 | \$0.00 | \$966.00 |
| Total | | | | | | | \$18,491.98 | \$0.00 | \$18,491.98 |

Delivery Schedule

Hardware

| Bundle | Item | Description | QTY | Estimated Delivery Date |
|----------------------|-------|--|-----|-------------------------|
| TASER 7 Basic Bundle | 20008 | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 6 | 08/01/2023 |
| TASER 7 Basic Bundle | 20018 | TASER BATTERY PACK, TACTICAL | 7 | 08/01/2023 |
| TASER 7 Basic Bundle | 20062 | TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND | 5 | 08/01/2023 |
| TASER 7 Basic Bundle | 20067 | TASER 7 HOLSTER - BLACKHAWK, LEFT HAND | 1 | 08/01/2023 |
| TASER 7 Basic Bundle | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | 1 | 08/01/2023 |
| TASER 7 Basic Bundle | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | 1 | 08/01/2023 |
| TASER 7 Basic Bundle | 74200 | TASER 6-BAY DOCK AND CORE | 1 | 08/01/2023 |
| TASER 7 Basic Bundle | 80087 | TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED) | 1 | 08/01/2023 |
| TASER 7 Basic Bundle | 80090 | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7 | 1 | 08/01/2023 |
| A la Carte | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 24 | 08/01/2023 |
| A la Carte | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 24 | 08/01/2023 |

Software

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|----------------------|-------|------------------------------|-----|----------------------|--------------------|
| TASER 7 Basic Bundle | 20248 | TASER 7 EVIDENCE.COM LICENSE | 6 | 09/01/2023 | 08/31/2028 |

Warranties

| Bundle | Item | Description | QTY | Estimated Start Date | Estimated End Date |
|----------------------|-------|------------------------------------|-----|----------------------|--------------------|
| TASER 7 Basic Bundle | 80374 | EXT WARRANTY, TASER 7 BATTERY PACK | 7 | 08/01/2024 | 08/31/2028 |
| TASER 7 Basic Bundle | 80395 | EXT WARRANTY, TASER 7 HANDLE | 6 | 08/01/2024 | 08/31/2028 |
| TASER 7 Basic Bundle | 80396 | EXT WARRANTY, TASER 7 SIX BAY DOCK | 1 | 08/01/2024 | 08/31/2028 |

Payment Details

| | | | | | | |
|------------------|---------|---|-----|-------------|--------|-------------|
| Aug 2023 | | | | | | |
| Invoice Plan | Item | Description | Qty | Subtotal | Tax | Total |
| Annual Payment 1 | 22175 | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS | 24 | \$966.00 | \$0.00 | \$966.00 |
| Annual Payment 1 | 22176 | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS | 24 | \$966.00 | \$0.00 | \$966.00 |
| Annual Payment 1 | T7Basic | TASER 7 Basic Bundle | 6 | \$16,559.98 | \$0.00 | \$16,559.98 |
| Total | | | | \$18,491.98 | \$0.00 | \$18,491.98 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/27/2023





Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Mike Jones

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to execute a contract amendment with Water & Earth Technologies for FY 24 related to the maintenance and system support for the Hays County Early Flood Warning System; authorize a discretionary exemption pursuant to Texas Local Government Code 262.024 (a)(7)(D). **BECERRA/M.JONES**

Summary:

Fiscal Impact:

Amount Requested: \$159,480.00

Line Item Number: 001-656-00.5411

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Contract is included in the FY24 proposed budget.

Purchasing Office:

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

Auditor's Office:

G/L Account Validated Y/N?: Yes, Equipment Maintenance and Repair Expense

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) Amendment 3 to Contract

Water & Earth Technologies FY 24

**Third Amendment to the Agreement for Professional Services
between Hays County, Texas and Water & Earth Technologies, Inc.
(Annual Field Maintenance)**

1. This Third Amendment to the Annual Field Maintenance Professional Services Agreement (the "Third Amendment"), attached as ***Exhibit "A"*** and executed December 10, 2019, is made this 10th day of October 2023, by and between **Hays County, Texas ("Client")** and **Water and Earth Technologies, Inc. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Section IV. Compensation and Terms of Payment (B.):

a. Add #4:

- The total amount for FY 2023 for this AGREEMENT shall not exceed One Hundred Fifty-Nine Thousand Four Hundred Eighty Dollars (\$159,480.00), per the CONSULTANT'S Fee Schedule for maintenance and One Hundred Thirty-Five Dollars (\$135.00) per hour for repairs, which is attached hereto as ***Exhibit "B"*** and by this reference made a part of this AGREEMENT, unless approved by the COUNTY in writing and a supplement to this AGREEMENT is executed by the parties.

3. Section V: Time and Performance (E.):

a. Remove the following:

- E. This AGREEMENT shall begin on October 1, 2022, and terminate on September 30, 2023, unless it is extended before the termination date with the mutual written consent of both parties or earlier terminated pursuant to Section VI.

b. Add the following:

- E. This AGREEMENT shall begin on October 1, 2023, and terminate on September 30, 2024, unless it is extended before the termination date with the mutual written consent of both parties or earlier terminated pursuant to Section VI.

4. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

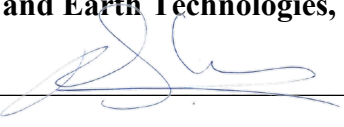
By: _____

Printed Name: _____

Title: _____

Dated: _____

Water and Earth Technologies, Inc.

By:  _____

Printed Name: Robert Niedenzu

Title: Secretary/Treasurer

Dated: 10/03/2023

ATTEST: _____

Elaine Cardenas
Hays County Clerk



04/19/2023

Quotation XPHC050 - FY2024

Water & Earth Technologies, Inc.
40504 Weld County Road 17
Severance, CO 80524
Phone (970) 225-6080
RNiedeniszu@wetec.us

Federal Tax Identification No. 84-1440328
Quote Valid Thru 07/18/2023

Hays County - Office of Emergency Services
Attn: Mike Jones
810 South Stagecoach Trail
San Marcos, TX 78666
(512)393-7359
brandon.high@co.hays.tx.us

Quote Title: FY 2024 Maintenance of Flood Warning System

Quote Information

This quote is for FY2024 maintenance and system support for the Hays County Early Flood Warning System (EFWS). The equipment installed for the (EFWS) endures harsh environmental conditions during the summer in Texas and needs to be regularly checked and maintained to ensure the equipment is ready for flash floods. This quote includes two maintenance visits by Water & Earth Technologies, Inc. (WET) per year where all equipment is tested and maintained for optimal performance. These maintenance activities include, but are not limited to; power system checks, antenna system checks, rain gage check and calibration, pressure transducer checks and calibration, flashing light checks, communication and programming checks, and ant and insect mitigation. This quote also includes a number of additional items itemized below.

Hays County Sites

| Item | Description | # of Locations | Rate | Amount |
|------------------------|--|----------------|-------------|--------------|
| Base Station | Receiver/Decoder | 4 | \$ 990.00 | \$ 3,960.00 |
| Low Water Crossing | Water level site with automated flashers | 30 | \$ 2,310.00 | \$ 69,300.00 |
| Dam | Dam water level and rain | 10 | \$ 1,200.00 | \$ 12,000.00 |
| Level/Rain | Stream water level and rain | 2 | \$ 1,200.00 | \$ 2,400.00 |
| Rain Only | Rain only site | 2 | \$ 990.00 | \$ 1,980.00 |
| Advance Notice Flasher | Advance notice flasher site | 6 | \$ 990.00 | \$ 5,940.00 |
| Camera | Cellular live camera site | 6 | \$ 990.00 | \$ 5,940.00 |
| | | | Total | \$ 97,560.00 |

RAWS Sites

| Item | Description | # of Locations | Rate | Amount |
|------------|----------------------|----------------|-------------|-------------|
| RAWS Sites | RAWS Weather Station | 4 | \$ 2,250.00 | \$ 9,000.00 |
| | | | Total | \$ 9,000.00 |

Database Management

| Item | Labor Hours | Rate | Amount |
|---|-------------|-----------|--------------|
| Annual Maintenance Reports & Project Management | 48 | \$ 145.00 | \$ 6,960.00 |
| Database Management & WETMap Support | 96 | \$ 135.00 | \$ 12,960.00 |
| | | Total | \$ 19,920.00 |

Software Costs

| Item | Qty | Rate | Amount |
|---|-----------|-------------|--------------|
| Annual NovaStar License Fee (2 instances) | 2 | \$ 9,750.00 | \$ 19,500.00 |
| Annual Azure server for Database Redundancy | 12 Months | \$ 300.00 | \$ 3,600.00 |
| Blue Iris camera server software annual license | 1 Year | \$ 100.00 | \$ 100.00 |
| | | Total | \$ 23,200.00 |

| | |
|---------------------------------------|----------------------|
| Total FY 2023 Maintenance Cost | \$ 149,680.00 |
|---------------------------------------|----------------------|

Replacement Batteries

| Description | Qty | Rate | Amount |
|-------------------------------|-----|--------------|--------------------|
| 100 AH batteries (PN SLA1189) | 28 | \$ 350.00 | \$ 9,800.00 |
| | | Total | \$ 9,800.00 |

Other Cost Information

| Other Cost Information | | | |
|--|--|-----------|--------|
| Description | | Rate | Amount |
| Hourly rate for incidental work | | \$ 135.00 | \$ - |
| Incidental equipment will be invoiced seperately as needed | | | |
| | | Total | \$ - |

| | |
|-----------------------------|----------------------|
| Total FY 2023 Budget | \$ 159,480.00 |
|-----------------------------|----------------------|

Thank you for your consideration!



AGENDA ITEM REQUEST FORM: **G. 8.**

Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Commissioner Ingalsbe

Sponsor:

Commissioner Ingalsbe

Agenda Item

Approve the appointment of Miguel Pena to the Hays County Historical Commission to replace Irma Rodriguez Gaitan, the Commissioner Precinct 1 appointee. **INGALSBE**

Summary

Irma Rodriguez Gaitan, the Commissioner Precinct 1 appointee has resigned from the Hays County Historical Commission and needs to be replaced.



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T. CRUMLEY/DOINOFF/MCGILL

Sponsor:

Commissioner Shell

Agenda Item:

Authorize the County Judge to execute an agreement with Two Men and A Truck in the amount of \$11,235.50 to move the Elections Department and the IT Department to their new building located at 120 Stagecoach Trail.

SHELL/T.CRUMLEY/DOINOFF/MCGILL

Summary:

Building Maintenance has secured three quotes to move the Elections Department and the IT Department to their new building located at 120 Stagecoach Trail. Two Men And A Truck submitted the lowest bid at \$11,235.50.

Fiscal Impact:

Amount Requested: \$11,235.50

Line Item Number: 001-645-00.5448

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments:

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Two Men Quote

Armstrong Quote

Move Team Quote

107 Uhland Rd
San Marcos, TX 78666
Phone: (210) 280-1980



TWO MEN AND A TRUCK®
"Movers Who Care®"

U.S. DOT No.2965956

7461
TxDMV- 007097565C

Each franchise independently owned and operated.

www.twomenandatruck.com

Estimate Detail

Thank you for choosing **TWO MEN AND A TRUCK®** for your moving needs. The information below includes the details of the estimate based on the information collected. Please let me know if any changes occur that could impact the estimate provided.

Customer Information:

Name: Deichman, Chris
Primary Phone: (512) 554-9261 (Mobile)
Primary Email: chris.deichmann@co.hays.tx.us
Customer Type: Business
Business: Hays County Elections

Estimate #: 0592-028017310

Preferred Move Date: 9/22/2023

Zone: Local

Service Type: Move

Estimator: Jordan, Laura

Move Locations:

| Move From | Move To |
|--|--|
| 712 Stagecoach Trl San Marcos, TX 78666-5071 Notes: | 120 Stagecoach Trl San Marcos, TX 78666-5268 Notes: |

Special Conditions:

Move Items:

| Total No. of Items: 691 | | Estimated Weight: 31913.00 lbs. | | |
|---|-----------------------|---|--------|-----------|
| | | Building Type: General Office | | |
| Move From | | 712 Stagecoach Trl San Marcos, TX 78666-5071 | | |
| Room | Item Description | Qty | Extras | Note |
| Office/Den-51 Move From: Floor 1 Move To: Floor 1 | File,5 dr. Lateral | 1 | \$0.00 | |
| | Shelving Units, Large | 34 | \$0.00 | |
| | Box - Small | 250 | \$0.00 | |
| | Shelving Units | 1 | \$0.00 | |
| | Cabinet, Cupboard | 1 | \$0.00 | |
| | Cabinet, Metal | 2 | \$0.00 | |
| | White Board | 2 | \$0.00 | |
| | Table, Card, Folding | 2 | \$0.00 | |
| | Ladder, Folding | 1 | \$0.00 | |
| | Desk-Small | 1 | \$0.00 | |
| | Fan - Floor | 2 | \$0.00 | |
| | Utility Cart | 1 | \$0.00 | |
| | Chair, Straight | 1 | \$0.00 | |
| | Table, Card, Folding | 1 | \$0.00 | |
| | Other | 9 | \$0.00 | pallets |
| | Table, Card, Folding | 3 | \$0.00 | |
| | Utility Cart | 3 | \$0.00 | |
| | File, 4 dr. Lateral | 7 | \$0.00 | |
| | Desk-Small | 1 | \$0.00 | |
| | Box - Large | 50 | \$0.00 | |
| | Other | 1 | \$0.00 | flag pole |
| | Bookcase > 4 | 1 | \$0.00 | |
| | Bookcase > 4 | 1 | \$0.00 | |
| | Utility Cart | 2 | \$0.00 | |
| | Table, Medium | 1 | \$0.00 | |
| | File, 2 dr. Lateral | 1 | \$0.00 | |
| | Desk-Small | 1 | \$0.00 | |
| | Table, Large | 1 | \$0.00 | |
| | Table, Medium | 1 | \$0.00 | |
| | Partitions | 2 | \$0.00 | |
| | Trash - outdoor | 1 | \$0.00 | |
| | Cabinet, Metal | 2 | \$0.00 | |
| | Table, Medium | 1 | \$0.00 | |
| | Chair, Stackable | 1 | \$0.00 | |

Estimated Boxes & Supplies:

| Sales Item | Quantity Sold | Price | Amount |
|--------------|---------------|--------|-----------------|
| Box - Large | 50.00 | \$4.00 | \$200.00 |
| Box - Small | 50.00 | \$2.10 | \$105.00 |
| Box - Medium | 50.00 | \$3.75 | \$187.50 |
| Tape | 18.00 | \$3.50 | \$63.00 |
| Total | | | \$555.50 |

Cost Estimate Breakdown:

| Service/Item | Estimate |
|------------------|----------|
| Number of Trucks | 2.00 |
| Number of Movers | 6.00 |

| | Service | Hours | Qty. | Rate |
|------|-----------------|----------------|------|----------|
| | Move | | | |
| Est. | 2 Men / 1 Truck | 24.00 to 26.00 | 2 | \$300.86 |
| Est. | 1 Man | 24.00 to 26.00 | 2 | \$89.14 |

| | |
|------------------|-----------------------------------|
| Services | \$9,360.00 to \$10,140.00 |
| Travel Charge | \$0.00 |
| Fuel Surcharge | \$240.00 |
| Boxes & Supplies | \$555.50 |
| Valuation | \$300.00 |
| Total | \$10,455.50 to \$11,235.50 |

| | | | |
|--------------------------------------|-----|--------|-----------------------|
| Chair, Swivel | 6 | \$0.00 | |
| Table, Card, Folding | 1 | \$0.00 | |
| File, 4 dr. Lateral | 2 | \$0.00 | |
| Shelving Unit Large | 2 | \$0.00 | |
| Box - Medium | 100 | \$0.00 | |
| Table, Card, Folding | 2 | \$0.00 | |
| Shelving Units | 1 | \$0.00 | |
| Other | 28 | \$0.00 | grey boxes on shelf |
| Other | 15 | \$0.00 | polls retaining |
| Chair, Straight | 1 | \$0.00 | |
| Fan - Floor | 1 | \$0.00 | |
| Utility Cart | 30 | \$0.00 | rolling bag in wheels |
| File Box | 1 | \$0.00 | stack of ?? |
| Other | 50 | \$0.00 | cases -? |
| Box - Tote | 40 | \$0.00 | |
| Other | 1 | \$0.00 | |
| Table, Medium | 20 | \$0.00 | |
| Total Weight (lbs.): 31913.00 | | | |

No one likes surprises at the end of their move, so please review this information carefully. This estimate is based upon the information you've provided us, which is detailed above. Please contact our office if there's anything we've missed or overlooked, as any changes to the amount of goods we move may impact your final cost.

Mover's

Signature: _____ Date: _____

Customer's

Signature: _____ Date: _____



HAYS COUNTY



TIPS - The Interlocal Purchasing System Purchasing Division

Contract No. 210403

Relocation, Moving, Storage, Materials, Management and Services

Scope of Work:

Manage the Relocation of the Election Department and the IT Department to the new building.

Origin: 712 S Stagecoach Trail, San Marcos, TX

Dest: 120 Stage Coach Trail, San Marcos, TX

Materials

| | <u>Position/Item</u> | <u>Qty</u> | <u>Days</u> | <u>Rate</u> | | <u>Cost</u> | <u>Total</u> |
|----------------|----------------------|------------|-------------|-------------|------|--------------|-------------------|
| Deliver Sep 13 | Crates | 200 | 20 | \$0.25 | Day | \$1,000.00 | |
| Pickup Oct 2 | Crate Dollies | 50 | 20 | \$0.25 | Day | \$250.00 | |
| | PC Bags | 80 | | \$2.50 | Ea | \$200.00 | |
| | Monitor Covers | 65 | | \$3.00 | Ea | \$195.00 | |
| | Labels (2 Colors) | 4 | | \$6.00 | Ea | \$24.00 | |
| | Shrink Wrap | 8 | | \$25.00 | Roll | \$200.00 | |
| | Tape | 12 | | \$4.00 | Roll | \$48.00 | |
| | Delivery/Pickup | 2 | | \$175.00 | Ea | \$350.00 | |
| | | | | | | TOTAL | \$2,267.00 |

Relocation

| | <u>Position/Item</u> | <u>Qty</u> | <u>Hours</u> | <u>Rate</u> | | <u>Cost</u> | <u>Total</u> |
|--------------|----------------------|------------|--------------|-------------|--|--------------|-------------------|
| Day 1 | Supervisor | 2 | 10 | \$48.00 | | \$960.00 | |
| | Driver | 3 | 10 | \$42.00 | | \$1,260.00 | |
| | Mover | 10 | 10 | \$36.00 | | \$3,600.00 | |
| | Straight Truck | 3 | 10 | \$36.00 | | \$1,080.00 | |
| | Crew Transport | 1 | 1 | \$150.00 | | \$150.00 | |
| | Fuel Surcharge | 3 | | \$75.00 | | \$225.00 | |
| | | | | | | TOTAL | \$7,275.00 |
| Day 2 | Supervisor | 2 | 10 | \$48.00 | | \$960.00 | |
| | Driver | 3 | 10 | \$42.00 | | \$1,260.00 | |
| | Mover | 10 | 10 | \$36.00 | | \$3,600.00 | |
| | Straight Truck | 3 | 10 | \$36.00 | | \$1,080.00 | |
| | Crew Transport | 1 | 1 | \$150.00 | | \$150.00 | |
| | Fuel Surcharge | 3 | | \$75.00 | | \$225.00 | |
| | | | | | | TOTAL | \$7,275.00 |

| | | | | | |
|-----------------------|----------------|----|----|----------|--------------------|
| Day 3 | Supervisor | 2 | 10 | \$48.00 | \$960.00 |
| | Driver | 3 | 10 | \$42.00 | \$1,260.00 |
| | Mover | 10 | 10 | \$36.00 | \$3,600.00 |
| | Straight Truck | 3 | 10 | \$36.00 | \$1,080.00 |
| | Crew Transport | 1 | 1 | \$150.00 | \$150.00 |
| | Fuel Surcharge | 3 | | \$75.00 | \$225.00 |
| TOTAL | | | | | \$7,275.00 |
| PROJECT TOTAL: | | | | | \$24,092.00 |

Joe Hargett

Vice President

The Armstrong Company

→ c. 512.557.6683

→ jhargett@goarmstrong.com

→ San Antonio, TX

→ goarmstrong.com



Buyboard Contract # 640-21, Vendor ID: 4781

Proposal For: **Hays County** **Date:** **9/15/2023**
Project Name: **Election Department Move**

Name: Chris Diechmann
Phone: 512-393-7659 Mobile:
Email: chris.diechmann@co.hays.tx.us

Origin Address:

Street: 712 South Stagecoach
Suite:
City/State/Zip: San Marcos, TX 78666

Move Dates & Times:

Crate Del:
Day 1:
Day 2:
Crate PU:

Destination Address:

Street: 120 Stagecoach
Suite:
City/State/Zip: San Marcos, TX 78666

AP Contact:
Street:
Suite:
City/State:
AP Email:

Submitted By:

Move Team Representative: Garret McKenna
Phone: 512-963-5240
Email: garret@moveteamtexas.com

PROJECT TOTAL (FIRM, FIXED PRICE*), Including Tax: **\$ 11,340.05**

Per supplied Rate Schedule, Inventory & Project Pricing, I hereby authorize The Move Team to perform services at the addresses and Project Total listed above, agree to listed pricing and COD amounts, and also agree to the following terms and conditions:

**(1) Client will pay within 10 days of receipt of invoice. Late payments are subject to additional interest at 8% per annum. All collections related costs will be the responsibility of client. Costs include, but are not limited to, attorneys fees, lien charges, time and materials. (2) The Move Team has a \$0.60/lb/item limit of liability on damaged items. Claims must be made within 5 days of start date in writing. Any items packed by client are not covered. Laptops, phones, computers, printers and all other electronics SHALL NOT BE PACKED INTO CRATES. Any damages to these items in crates is not covered. This limit of liability covers new and physical (not functionality) damages only. An effort will be made at the Move Team's discretion to repair damages. (3) Any overages due to traffic, weather, scope change or any circumstance outside the control of The Move Team will be billed at applicable hourly rates based on supplied Rate Schedule. (4) Pricing assumes properly labeled areas and contents, and site readiness upon arrival. All items will be moved only one (1) time - any additional moves will be billed as added time. (5) The supplied rate schedule will be used for any additional billing. (6) Cancellations within 48 non-weekend/holiday hours of planned date will be billed at 5 hours per man, vehicle minimums, and equipment at weekly/daily rate. (7) All storage must have secondary storage contract (Move Team supplied) signed. (8) Any additional valuation coverage will be handled via separate agreement*

Client Signature: _____

Client Printed Name: _____

Date: _____

The Move Team

Rate Schedule Through 12/31/22



| Item # | Task | Unit | Rate | OT/Holiday/Lost |
|--------|------------------------------------|------------------|-----------|----------------------|
| L101 | Project Manager | Hr | \$ 65.00 | \$ 97.50 |
| L102 | Technical Manager | Hr | \$ 60.00 | \$ 90.00 |
| L103 | Supervisor | Hr | \$ 45.00 | \$ 67.50 |
| L104 | Driver | Hr | \$ 40.00 | \$ 60.00 |
| L105 | Installer | Hr | \$ 40.00 | \$ 60.00 |
| L106 | Mover | Hr | \$ 34.00 | \$ 51.00 |
| V101 | Bobtail | Hr | \$ 40.00 | \$ 34.00 |
| V101.1 | Bobtail (Daily Minimum) | Day | \$ 200.00 | \$ 200.00 |
| V102 | Pack Truck | Hr | \$ 32.00 | \$ 32.00 |
| V102.1 | Pack Truck (Daily Minimum) | Day | \$ 180.00 | \$ 180.00 |
| V103 | Moving Van | Day | \$ 120.00 | \$ 120.00 |
| V104 | Crew Van | Day | \$ 165.00 | \$ 165.00 |
| C101 | Packing/Moving Crates (1-99) | EA @10 days | \$ 3.50 | \$ 45 (115 dolly) |
| C102 | Packing/Moving Crates (100+) | EA @ 10 days | \$ 3.00 | \$ 45 (115 dolly) |
| C103 | Crate Delivery (1-99) | Ea | \$ 100.00 | \$ 100.00 |
| C104 | Crate Delivery (100-199) | Ea | \$ 225.00 | \$ 150.00 |
| C105 | Crate Delivery (200+) | Per Crate | \$ 0.75 | \$ 0.75 |
| C106 | Crate Pick Up (1-9) | Ea | \$ 100.00 | \$ 100.00 |
| C107 | Crate Pick Up (100-199) | Ea | \$ 225.00 | \$ 150.00 |
| C108 | Crate Pick Up (200+) | Per Crate | \$ 0.75 | \$ 0.75 |
| C109 | Moving Boxes Small (1.5 Self Lock) | EA (10/Bundle) | \$ 17.50 | \$ 17.50 |
| C110 | Moving Boxes Medium (18/16/16) | EA (15/Bundle) | \$ 30.00 | \$ 30.00 |
| C111 | Moving Boxes Large (24/16/16) | EA (15/Bundle) | \$ 37.50 | \$ 37.50 |
| E101 | Gondolas | Ea | No Charge | \$ 30.00 |
| E102 | Panel Carts | Ea | No Charge | \$ 525.00 |
| E103 | Book Carts | Ea | \$ 12.00 | \$ 500.00 |
| E104 | Machine Carts | Ea | \$ 6.50 | \$ 500.00 |
| E105 | Plastic Tape | Ea | \$ 3.50 | \$ 3.50 |
| E106 | Blue Tape | Ea | \$ 11.00 | \$ 11.00 |
| E107 | Technology/Data Bags | Ea | \$ 1.50 | \$ 1.50 |
| E108 | Monitor Protectors | Ea | \$ 1.50 | \$ 1.50 |
| E109 | Bubble Wrap | Roll | \$ 50.00 | \$ 50.00 |
| E110 | Newsprint | Bundle | \$ 68.25 | \$ 68.25 |
| E111 | Stretch Wrap | Roll | \$ 23.00 | \$ 23.00 |
| E112 | Labels | Roll | \$ 20.00 | \$ 20.00 |
| E113 | Per Project Equipment/Shop Fee | % of Labor Total | 5% | % |
| F101 | Fuel Surcharge (1st five hours) | Per Vehicle | \$45 | >5 hours @ \$15/hour |
| P101 | Add'l Crate Pick Ups/Site Visits | EA | \$ 150.00 | \$ 150.00 |

Additional project specific consumables, specialty equipment, or subcontracts are billable at cost plus 40%, plus acquisition fess at supervisors hourly rate.

All charges and rates are applicable to a 35 mile radius of Central Austin. Applicable Fuel Surcharge of \$75/50 miles (outside that radius will be billed).

Equipment lost or sold will be billed at "Lost" price, plus acquisition time billed at supervisors hourly rate. There is a 5 hour minimum for crew members. OT is billable after 40 hours in same work week (Sun-Sat). All Scope changes will be billed at applicalble rates referenced above. Per diem is \$50/day where applicable, and lodging is cost plus 40%

Client: Hays County
 Contact: Chris Diechmann



| Item | Amount | Duration | Total Quantity | Total |
|--------------------------------|--------|----------|-------------------|--------------|
| Project Manager | 1 | 8 | 8 | \$ 520.00 |
| Technical Manager | | | 0 | \$ - |
| Supervisor | 1 | 38 | 38 | \$ 1,710.00 |
| Driver | 1 | 46 | 46 | \$ 1,840.00 |
| Installer | 1 | 26 | 26 | \$ 1,040.00 |
| Mover | 1 | 64 | 64 | \$ 2,176.00 |
| Bobtail | 1 | 26 | 26 | \$ 1,040.00 |
| Bobtail (Daily Minimum) | | | 0 | \$ - |
| Pack Truck | | | 0 | \$ - |
| Pack Truck (Daily Minimum) | | | 0 | \$ - |
| Moving Van | | | 0 | \$ - |
| Crew Van | 1 | 2 | 2 | \$ 330.00 |
| Packing/Moving Crates (1-99) | | | 0 | \$ - |
| Packing/Moving Crates (100+) | 140 | 3 | 420 | \$ 1,260.00 |
| Crate Delivery (1-99) | | | 0 | \$ - |
| Crate Delivery (100-199) | 1 | 1 | 1 | \$ 225.00 |
| Crate Delivery (200+) | | | 0 | \$ - |
| Crate Pick Up (1-99) | | | 0 | \$ - |
| Crate Pick Up (100-199) | 1 | 1 | 1 | \$ 225.00 |
| Crate Pick Up (200+) | | | 0 | \$ - |
| Moving Boxes (Small) | 50 | 1 | 50 | \$ 87.50 |
| Moving Boxes (Medium) | | | 0 | \$ - |
| Moving Boxes (Large) | | | 0 | \$ - |
| Gondolas | 75 | 1 | 75 | Incl |
| Panel Carts | | | 0 | Incl |
| Book Carts | | | 0 | \$ - |
| Machine Carts | | | 0 | \$ - |
| Plastic Tape | 8 | 1 | 8 | \$ 28.00 |
| Blue Tape | 4 | 1 | 4 | \$ 44.00 |
| Technology/Data Bags | 25 | 1 | 25 | \$ 37.50 |
| Monitor Protectors | 20 | 1 | 20 | \$ 30.00 |
| Bubble Wrap | 1 | 1 | 1 | \$ 50.00 |
| Newsprint | 1 | 1 | 1 | \$ 68.25 |
| Stretch Wrap | 2 | 1 | 2 | \$ 46.00 |
| Labels (per Roll) | 3 | 1 | 3 | \$ 60.00 |
| Per Project Equipment/Shop Fee | | | | \$ 432.80 |
| Fuel Surcharge: | | | | \$ 90.00 |
| | | | 0 | \$ - |
| Crew Total: | 4 | | Project SubTotal: | \$ 11,340.05 |
| Truck Total: | 1 | | Tax: | \$ - |
| | | | Deductions: | \$ - |
| | | | TOTAL: | \$ 11,340.05 |

Scope Notes:

This pricing is for the breakdown and move of furniture and contents from the Elections department to new location.

The schedule is:

Monday (1 week before move day) deliver crates and materials

Monday (move week) begin process of moving. This process will continue through Wednesday of move week (ASSUMING DIFFERENT WEEKS THAN IT)

The Wednesday portion is for the move of sensitive files and election boxes, and will be done with a designated small crew to assist.

Wednesday (first after move week) crate and equipment pick up

This excludes the rehanging of any wall mounted items. Hays County will handle the dis/reconnect of computer equipment

REVISION #1 removes the workstations to be moved, and adds extra 2 weeks of crate rental.

Hays County

[illegible]



Buyboard Contract # 559-18, Vendor ID: 4781

Proposal For: **Hays County** **Date:** **9/15/2023**
Project Name: **IT Department Move**

Name: Chris Diechmann
Phone: 512-393-7659 Mobile:
Email: chris.diechmann@co.hays.tx.us

Origin Address:

Street: 712 South Stagecoach
Suite:
City/State/Zip: San Marcos, TX 78666

Move Dates & Times:

Crate Del:
Day 1:
Day 2:
Crate PU:

Destination Address:

Street: 120 Stagecoach
Suite:
City/State/Zip: San Marcos, TX 78666

AP Contact:
Street:
Suite:
City/State:
AP Email:

Submitted By:

Move Team Representative: Garret McKenna
Phone: 512-963-5240
Email: garret@moveteamtexas.com

PROJECT TOTAL (FIRM, FIXED PRICE*), Including Tax: **\$ 14,520.75**

Per supplied Rate Schedule, Inventory & Project Pricing, I hereby authorize The Move Team to perform services at the addresses and Project Total listed above, agree to listed pricing and COD amounts, and also agree to the following terms and conditions:

**(1) Client will pay within 10 days of receipt of invoice. Late payments are subject to additional interest at 8% per annum. All collections related costs will be the responsibility of client. Costs include, but are not limited to, attorneys fees, lien charges, time and materials. (2) The Move Team has a \$0.60/lb/item limit of liability on damaged items. Claims must be made within 5 days of start date in writing. Any items packed by client are not covered. Laptops, phones, computers, printers and all other electronics SHALL NOT BE PACKED INTO CRATES. Any damages to these items in crates is not covered. This limit of liability covers new and physical (not functionality) damages only. An effort will be made at the Move Team's discretion to repair damages. (3) Any overages due to traffic, weather, scope change or any circumstance outside the control of The Move Team will be billed at applicable hourly rates based on supplied Rate Schedule. (4) Pricing assumes properly labeled areas and contents, and site readiness upon arrival. All items will be moved only one (1) time - any additional moves will be billed as added time. (5) The supplied rate schedule will be used for any additional billing. (6) Cancellations within 48 non-weekend/holiday hours of planned date will be billed at 5 hours per man, vehicle minimums, and equipment at weekly/daily rate. (7) All storage must have secondary storage contract (Move Team supplied) signed. (8) Any additional valuation coverage will be handled via separate agreement*

Client Signature: _____

Client Printed Name: _____

Date: _____

The Move Team

Rate Schedule Through 12/31/22



| Item # | Task | Unit | Rate | OT/Holiday/Lost |
|--------|------------------------------------|------------------|-----------|----------------------|
| L101 | Project Manager | Hr | \$ 65.00 | \$ 97.50 |
| L102 | Technical Manager | Hr | \$ 60.00 | \$ 90.00 |
| L103 | Supervisor | Hr | \$ 45.00 | \$ 67.50 |
| L104 | Driver | Hr | \$ 40.00 | \$ 60.00 |
| L105 | Installer | Hr | \$ 40.00 | \$ 60.00 |
| L106 | Mover | Hr | \$ 34.00 | \$ 51.00 |
| V101 | Bobtail | Hr | \$ 40.00 | \$ 34.00 |
| V101.1 | Bobtail (Daily Minimum) | Day | \$ 200.00 | \$ 200.00 |
| V102 | Pack Truck | Hr | \$ 32.00 | \$ 32.00 |
| V102.1 | Pack Truck (Daily Minimum) | Day | \$ 180.00 | \$ 180.00 |
| V103 | Moving Van | Day | \$ 120.00 | \$ 120.00 |
| V104 | Crew Van | Day | \$ 165.00 | \$ 165.00 |
| C101 | Packing/Moving Crates (1-99) | EA @10 days | \$ 3.50 | \$ 45 (115 dolly) |
| C102 | Packing/Moving Crates (100+) | EA @ 10 days | \$ 3.00 | \$ 45 (115 dolly) |
| C103 | Crate Delivery (1-99) | Ea | \$ 100.00 | \$ 100.00 |
| C104 | Crate Delivery (100-199) | Ea | \$ 225.00 | \$ 150.00 |
| C105 | Crate Delivery (200+) | Per Crate | \$ 1.10 | \$ 0.75 |
| C106 | Crate Pick Up (1-9) | Ea | \$ 100.00 | \$ 100.00 |
| C107 | Crate Pick Up (100-199) | Ea | \$ 225.00 | \$ 150.00 |
| C108 | Crate Pick Up (200+) | Per Crate | \$ 1.10 | \$ 0.75 |
| C109 | Moving Boxes Small (1.5 Self Lock) | EA (10/Bundle) | \$ 17.50 | \$ 17.50 |
| C110 | Moving Boxes Medium (18/16/16) | EA (15/Bundle) | \$ 30.00 | \$ 30.00 |
| C111 | Moving Boxes Large (24/16/16) | EA (15/Bundle) | \$ 37.50 | \$ 37.50 |
| E101 | Gondolas | Ea | No Charge | \$ 30.00 |
| E102 | Panel Carts | Ea | No Charge | \$ 525.00 |
| E103 | Book Carts | Ea | \$ 12.00 | \$ 500.00 |
| E104 | Machine Carts | Ea | \$ 6.50 | \$ 500.00 |
| E105 | Plastic Tape | Ea | \$ 3.50 | \$ 3.50 |
| E106 | Blue Tape | Ea | \$ 11.00 | \$ 11.00 |
| E107 | Technology/Data Bags | Ea | \$ 1.50 | \$ 1.50 |
| E108 | Monitor Protectors | Ea | \$ 1.50 | \$ 1.50 |
| E109 | Bubble Wrap | Roll | \$ 50.00 | \$ 50.00 |
| E110 | Newsprint | Bundle | \$ 68.25 | \$ 68.25 |
| E111 | Stretch Wrap | Roll | \$ 23.00 | \$ 23.00 |
| E112 | Labels | Roll | \$ 20.00 | \$ 20.00 |
| E113 | Per Project Equipment/Shop Fee | % of Labor Total | 5% | % |
| F101 | Fuel Surcharge (1st five hours) | Per Vehicle | \$45 | >5 hours @ \$15/hour |
| P101 | Add'l Crate Pick Ups/Site Visits | EA | \$ 150.00 | \$ 150.00 |

Additional project specific consumables, specialty equipment, or subcontracts are billable at cost plus 40%, plus acquisition fess at supervisors hourly rate.

All charges and rates are applicable to a 35 mile radius of Central Austin. Applicable Fuel Surcharge of \$75/50 miles (outside that radius will be billed).

Equipment lost or sold will be billed at "Lost" price, plus acquisition time billed at supervisors hourly rate. There is a 5 hour minimum for crew members. OT is billable after 40 hours in same work week (Sun-Sat). All Scope changes will be billed at applicable rates referenced above. Per diem is \$50/day where applicable, and lodging is cost plus 40%

Client: Hays County
 Contact: Chris Diechmann



| Item | Amount | Duration | Total Quantity | Total |
|--------------------------------|--------|----------|-------------------|--------------|
| Project Manager | 1 | 5 | 5 | \$ 325.00 |
| Technical Manager | | | 0 | \$ - |
| Supervisor | 1 | 40 | 40 | \$ 1,800.00 |
| Driver | 1 | 40 | 40 | \$ 1,600.00 |
| Installer | 1 | 40 | 40 | \$ 1,600.00 |
| Mover | 1 | 80 | 80 | \$ 2,720.00 |
| Bobtail | 1 | 40 | 40 | \$ 1,600.00 |
| Bobtail (Daily Minimum) | | | 0 | \$ - |
| Pack Truck | | | 0 | \$ - |
| Pack Truck (Daily Minimum) | | | 0 | \$ - |
| Moving Van | | | 0 | \$ - |
| Crew Van | 1 | 4 | 4 | \$ 660.00 |
| Packing/Moving Crates (1-99) | | | 0 | \$ - |
| Packing/Moving Crates (100+) | 220 | 3 | 660 | \$ 1,980.00 |
| Crate Delivery (1-99) | | | 0 | \$ - |
| Crate Delivery (100-199) | | | 0 | \$ - |
| Crate Delivery (200+) | 220 | 1 | 220 | \$ 242.00 |
| Crate Pick Up (1-99) | | | 0 | \$ - |
| Crate Pick Up (100-199) | | | 0 | \$ - |
| Crate Pick Up (200+) | 220 | 1 | 220 | \$ 242.00 |
| Moving Boxes (Small) | | | 0 | \$ - |
| Moving Boxes (Medium) | | | 0 | \$ - |
| Moving Boxes (Large) | | | 0 | \$ - |
| Gondolas | 60 | 1 | 60 | Incl |
| Panel Carts | | | 0 | Incl |
| Book Carts | | | 0 | \$ - |
| Machine Carts | | | 0 | \$ - |
| Plastic Tape | 6 | 1 | 6 | \$ 21.00 |
| Blue Tape | 3 | 1 | 3 | \$ 33.00 |
| Technology/Data Bags | 50 | 1 | 50 | \$ 75.00 |
| Monitor Protectors | 30 | 1 | 30 | \$ 45.00 |
| Bubble Wrap | 2 | 1 | 2 | \$ 100.00 |
| Newsprint | 2 | 1 | 2 | \$ 136.50 |
| Stretch Wrap | 2 | 1 | 2 | \$ 46.00 |
| Labels (per Roll) | 3 | 1 | 3 | \$ 60.00 |
| Per Project Equipment/Shop Fee | | | | \$ 515.25 |
| Fuel Surcharge: | | | | \$ 720.00 |
| | | | 0 | \$ - |
| Crew Total: | 4 | | Project SubTotal: | \$ 14,520.75 |
| Truck Total: | 1 | | Tax: | \$ - |
| | | | Deductions: | \$ - |
| | | | TOTAL: | \$ 14,520.75 |

Scope Notes:

This pricing is for the breakdown and move of furniture and contents from the IT department to new location.

The schedule is:

Monday (1 week before move day) deliver crates and materials

Monday (move week) begin process of moving. This process will continue through Thursday of move week

Wednesday (2nd after move week) crate and equipment pick up

All offices will be reassembled in new locations. This excludes the rehanging of any wall mounted items.

Hays County will handle the dis/reconnect of computer equipment

REVISION #1 removes workstation moving and adds 2 weeks of crate rental.



Client:

Hays County

| | Date: TBD Mon | | | Date: TBD Tues | | | Date: TBD Wed | | | Date: TBD Thur | | | Totals |
|----------------------------|---------------|-----|-------|----------------|-----|-------|---------------|-----|-------|----------------|-----|-------|--------|
| | Qty | Hrs | Task: | Qty | Hrs | Task: | Qty | Hrs | Task: | Qty | Hrs | Task: | |
| Project Manager | | | | | | | | | | | | | 0 |
| Technical Manager | | | | | | | | | | | | | 0 |
| Supervisor | 2 | 10 | | 2 | 10 | | | | | | | | 40 |
| Driver | 2 | 10 | | 2 | 10 | | | | | | | | 40 |
| Installer | 2 | 10 | | 2 | 10 | | | | | | | | 40 |
| Mover | 4 | 10 | | 4 | 10 | | | | | | | | 80 |
| Bobtail | 2 | 10 | | 2 | 10 | | | | | | | | 40 |
| Bobtail (Daily Minimum) | | | | | | | | | | | | | 0 |
| Pack Truck | | | | | | | | | | | | | 0 |
| Pack Truck (Daily Minimum) | | | | | | | | | | | | | 0 |
| Moving Van | | | | | | | | | | | | | 0 |
| Crew Van | 1 | 1 | | 1 | 1 | | | | | | | | 2 |

Client:
Contact:

Hays County
Chris Diechmann



| Item | Quantity | Crates | CF | Total CF |
|----------------------|-----------|--------|-----|----------|
| Monitor | | | 2 | 0 |
| PC | | | 2 | 0 |
| Docking Station | | | 2 | 0 |
| Monitor Arm | | | 10 | 0 |
| Varidesk/Ergo | | | 15 | 0 |
| Printer | | | 10 | 0 |
| Copier | | | 35 | 0 |
| Server Gear | | | 5 | 0 |
| Server Rack | | | 35 | 0 |
| Chair | 17 | | 13 | 221 |
| Stack Chair | 6 | | 3 | 18 |
| Sofa | | | 35 | 0 |
| Lounge Chair | | | 25 | 0 |
| Desk | Risers: 1 | | 0 | 30 |
| Desk w/ Return | Risers: | 3 | 15 | 40 |
| Executive Unit | Risers: | | 0 | 60 |
| Hutch | Overhead: | 3 | 9 | 25 |
| Credenza | | 1 | 4 | 35 |
| Computer Table Small | | | 20 | 0 |
| Computer Table Large | | | 25 | 0 |
| Folding Table | 10 | | 5 | 50 |
| Work table | | | 40 | 0 |
| Exam Table | 2 | | 50 | 100 |
| Ped Cabinet | Wood: | | 7 | 0 |
| 4 Vert | Wood: | | 15 | 0 |
| 5 Vert | | | 20 | 0 |
| 2 Lat | Wood: | 2 | 0 | 20 |
| 3 Lat | Wood: | | 0 | 15 |
| 4 Lat | Wood: | 2 | 10 | 25 |
| 5 Lat | Wood: | | 0 | 35 |
| Large Bookcase | 2 | 8 | 35 | 70 |
| Small Bookcase | | 0 | 25 | 0 |
| Storage Cabinet | | 0 | 50 | 0 |
| Conference Table | 1 | | 50 | 50 |
| Gondola | 30 | | 18 | 540 |
| Crates | 231 | 185 | 3 | 693 |
| Pre-Packed Boxes | | | 3 | 0 |
| Whiteboard/WH Lg | 4 | | 9 | 36 |
| Whiteboard/WH Sm | | | 3 | 0 |
| TV | 3 | | 25 | 75 |
| Refrigerator | 1 | | 55 | 55 |
| Small Refrigerator | 1 | | 25 | 25 |
| Bread Rack | | | 35 | 0 |
| Metal Shelving | 3 | | 50 | 150 |
| Modular Panels | | | 10 | 0 |
| Lg Workstation | | | 100 | 0 |
| Typical Office | 6 | | 185 | 1110 |
| Misc | 3 | | 50 | 150 |

Crate Total 231

CF Total 3663

Total Items: 331 Truck Count 4.58



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Shell

Sponsor:

Commissioner Shell

Agenda Item

Approve the appointment of Justin Transeau to the Emergency Services District (ESD) No. 4 Board of Emergency Services Commissioners, to fill the vacancy created by the passing of Theodore L. "Larry" Coker, for a term ending December 31, 2024. SHELL

Summary

Mr Coker recently passed away, his service to ESD #4 will be greatly missed. Justin Transeau is willing to serve and complete Mr. Coker's term which ends December 31, 2024. Mr. Transeau's resume is attached.

Attachments

Justin Transeau Resume

JUSTIN TRANSEAU

I moved to Wimberley in 1991 where I attended and graduated from Wimberley High School. After high school, I joined the US Navy and began a career in aviation. My wife and I moved back to Wimberley in 2007 to start a family in this wonderful community, where our two boys attend WISD schools. I have been volunteering with Wimberley Fire Rescue since 2011. I enjoy giving back to my community and will continue to serve as long as I can.

EDUCATION

| | | |
|------------|--|--------------|
| AAS | Hallmark Institute of Aeronautics, Airframe | October 2000 |
| AAS | Hallmark Institute of Aeronautics, Powerplants | October 2000 |

PROFESSIONAL TRAINING

US Navy - March 1995-March 1999
Aviation Machinists Mate (Aircraft Maintenance Technician)

Federal Aviation Administration (FAA)
Licensed aircraft mechanic (A&P) October 2000
Licensed remote pilot's license (Part 107) February 2018

PROFESSIONAL AFFILIATIONS

Crescendo Enterprises, Inc., 2018-Present
Director of Operations

John F. Greer and Associates, 2011-2018
Director of Operations

Berry Aviation, 2000-2011
Aircraft Maintenance Technician/Maintenance Control

COMMUNITY SERVICE

Wimberley Fire Rescue
Volunteer Firefighter / Apparatus Lighting Technician / Drone pilot in command as needed/requested by WFR, 2011-Present

Commemorative Air Force
Volunteer aircraft maintenance technician, 2020-Present



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T. CRUMLEY/DOINOFF/MCGILL

Sponsor:

Commissioner Shell

Agenda Item:

Authorize Building Maintenance to have Rick's Lock & Key provide and install all door lock cores for the Elections / IT Building in the amount of \$6,784.00, and authorize a waiver to the purchasing policy.
SHELL/T.CRUMLEY/DOINOFF/MCGILL

Summary:

Building Maintenance has secured a quote from Rick's Lock & Key for the lock cores and their installation in the doors throughout the new Elections / IT building. Building Maintenance/Countywide Operations is requesting a waiver to the purchasing policy to obtain three quotes due to Rick's Lock & Key being the County's current vendor who provides all custom lock codes and cores.

Fiscal Impact:

Amount Requested: \$6,784

Line Item Number: 001-645-00.5741

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Requires a waiver to the purchasing policy from obtaining three quotes.

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Misc Capital Improvements

New Revenue Y/N?: N/A

Comments:

Attachments

Rick's Lock & Key Quote

Rick's Lock & Key Service, Inc
TXDPS # B12301
114 E. San Antonio St.
San Marcos, TX 78666
512-396-2041

Estimate

| Date | Estimate # |
|-----------|------------|
| 9/26/2023 | 1337 |

| Name / Address |
|--|
| Hays County Attn: Accounts Payable 712 S. Stagecoach Trl, Ste 1071 San Marcos, TX 78666 |

| Terms | Rep |
|--------|-----|
| Net 30 | Bob |

| Description | Qty | Rate | Total |
|--|------|-------|----------|
| Elections Building Chris D. | | | |
| Falcon Best Duplicate | 107 | 15.00 | 1,605.00 |
| Falcon Best Duplicate (20% Discount) | -107 | 3.00 | -321.00 |
| Falcon Best 7 Pin Core - TE Keyway | 55 | 65.00 | 3,575.00 |
| Falcon Best 7 Pin Core - TE Keyway (15% Discount) | -55 | 10.00 | -550.00 |
| Materials | | | 4,309.00 |
| Best IC Core Rekey - Grand Mastered | 55 | 45.00 | 2,475.00 |
| Service Call - San Marcos | 1 | 75.00 | 75.00 |
| Service Call - San Marcos (Discount) | -1 | 75.00 | -75.00 |
| Labor | | | 2,475.00 |
| <p>**All materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the preceding specifications involving extra costs will become an extra charge over and above the estimate. Expiration is 30 days from Estimate Date**</p> | | | |

This company is licensed and regulated by
The Texas Department of Public Safety Private Security
Bureau
Complaints may be directed to:
P.O. Box 4087
Austin, TX 78773-001
512-424-7710

| | |
|-------------------------|------------|
| Subtotal | \$6,784.00 |
| Sales Tax (0.0%) | \$0.00 |
| Total | \$6,784.00 |



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

Agenda Item:

Authorize the acceptance of a grant award from the Office of the Governor, State Homeland Security Program in the amount of \$14,470.00 for annual HazMat Monitor Maintenance. **BECERRA/T.CRUMLEY/JONES**

Summary:

On January 31, the Commissioners Court approved the submission of a grant award to the Office of the Governor for the annual maintenance contract for maintenance for the Office of Emergency Services HazMat monitors. Maintenance includes 4 RAE AreaRAE Pro, 3RAE systems MutiRAE Lite, 1 RAE MultiRAE Lite, 1 Rigaku CQL, annual calibration of 11 Thermo Scientific RadEye-G, and annual calibration of 10 Level A Suits.

Grant number 3529706

Grant period 10/1/23 - 9/30/24

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-656-99-119]

Budget Office:

Source of Funds: OOG Grant Funds

Budget Amendment Required Y/N?: No

Comments: Renewal grant award was budgeted during the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Application

Statement of Grant Award

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 3529706 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** AET Hays County HazMat Team Monitor Maintenance**Status:** Application Pending Submission

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

State Homeland Security Program (SHSP): Supports state, Tribal and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP projects must assist grantees in achieving target capabilities related to preventing, preparing for, protecting against, or responding to acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements**Building and Sustaining Core Capabilities**

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- **Prevention.** Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- **Protection.** Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- **Mitigation.** Reduce the loss of life and property by lessening the impact of future disasters.
- **Response.** Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- **Recovery.** Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

 I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The Hays County HazMat Team is requesting a continuation of funding for the maintenance of the monitoring equipment utilized to respond and detect chemical, biological, radiological, nuclear or explosive weapons (CBRNE) in the event of a terrorist attack. The CBRNE monitors enhance the capability of the HazMat Team to provide data to the Incident Commander in order to determine the scope of the terrorist attack and the level hazardous materials, as well as identify the immediate threat to public health and safety.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The maintenance of the monitors utilized by the HazMat Team to sustain the capabilities to identify, detect, or locate CBRNE threats/hazards through active surveillance and aligns with the Threat and Hazard Identification and Risk Assessment core capability of Screening, Search, and Detection on page 24 of the THIRA. The actual monitor capabilities would align with the Environmental Response / Health and Safety core capability on page 35 in the THIRA.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Three standardized teams have been established to respond region wide. The three teams utilize the same training, search and screening protocols, and function in sync to regionally disperse responsibility areas. Maintenance of the monitoring equipment increases the capability of the HazMat team to identify, discover, or locate any CBRNE agents and respond appropriately to any threats to the region.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

The upkeep and maintenance of the specific monitoring equipment will allow our HazMat team to sustain equipment that is vital to detecting hazardous materials and fills the capability gap in the State Preparedness Report of Environmental Response/Health and Safety on page 39. This project would help fulfill this gap by maintaining the availability of specialized equipment for regional specialized teams.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The maintenance of our HazMat Team monitors will increase the life of the specialized equipment and allow the team to respond regionally to or prevent a terrorist attack with sustained equipment. The HazMat Team has been deployed on average of 110 times per year since 2017. It one of three regional hazmat response teams in the CAPCOG region, therefore it is vital the HazMat team is equipped with monitors that are functioning properly by route maintenance.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. *1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

2.2.1 strengthen statewide capability to detect, confirm, analyze, and assess chemical, biological,

radiological, and nuclear incidents.

Target Group :

Identify the target group and population expected to benefit from this project.

The Hays County HazMat Team will directly benefit from this project. However, there will also be a regional benefit as the Hays County HazMat Team may respond to regional HazMat calls as well.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Training on equipment will be the responsibility of the applicant. Additional funding may be sought for upgrades to the equipment or continuing funding for the maintenance.

You are logged in as User Name: scorprew

Print This Page

Agency Name: Hays County
Grant/App: 3529706 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

Project Title: AET Hays County HazMat Team Monitor Maintenance
Status: Application Pending Submission

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|---|-------------|---|
| Support of First Responder Capabilities | 100.00 | Funds will be utilized to provide maintenance to the Hays County HazMat Team monitor equipment which will allow for proper detection and identification of any chemical, biological, radiological, nuclear, or explosive weapon that could be utilized in a terrorist attack. |

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Print This Page

Agency Name: Hays County
Grant/App: 3529706 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

Project Title: AET Hays County HazMat Team Monitor Maintenance
Status: Application Pending Submission

Measures Information

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|---|--------------|
| Number of exercises conducted. | |
| Number of individuals participating in exercises. | 14 |
| Number of people trained. | |
| Number of Special Response Team personnel provided with new or updated equipment. | |
| Number of Special Response Teams created, maintained or enhanced. | 1 |
| Number of trainings conducted. | 1 |

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|-----------------|--------------|
|-----------------|--------------|

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|--|--------------|
| Number of monitors receiving maintenance | 11 |
| | |
| | |
| | |

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

Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|------------------------|--------------|
| | |
| | |
| | |
| | |
| | |

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Print This Page

Agency Name: Hays County
Grant/App: 3529706 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

Project Title: AET Hays County HazMat Team Monitor Maintenance
Status: Application Pending Submission

Budget Details Information
Budget Information by Budget Line Item:

| CATEGORY | SUB CATEGORY | DESCRIPTION | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|---------------------------------------|--------------------------|---|-------------|------------|---------------|--------|-------------|--------|
| Contractual and Professional Services | 21GN-00-MAIN Maintenance | Maintenance cost for Hazmat Monitoring equipment. Includes 4 RAE AreaRAE Pro, 3RAE systems MutiRAE Lite, 1 RAE MultiRAE Lite, 1 Rigaku CQL, annual calibration of 11 Thermo Scientific RadEye-G, and annual calibration of 10 Level A Suits | \$14,470.00 | \$0.00 | \$0.00 | \$0.00 | \$14,470.00 | 0 |

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 3529706 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** AET Hays County HazMat Team Monitor Maintenance**Status:** Application Pending Submission

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Enhance capabilities to respond to CBRNE events

Capabilities

Core Capability: Screening, Search, and Detection**Identify if this investment focuses on building new capabilities or sustaining existing capabilities.**

: Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Deployable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☒ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Close Out**Description:** The completion of all work on a project. Can also refer to completion of a phase of the project.**Process:** Involves formally terminating and concluding all tasks, activities, and component parts of a particular project, or phase of a project.

Milestones

Milestone: Select a Vendor to provide maintenance to monitors; **Completion Date:** 10-31-2023**Milestone:** Enter into a contract and begin receiving maintenance to existing monitors; **Completion Date:** 12-01-2023**Milestone:** Close Contract and Finalize Payment to Vendor; **Completion Date:** 09-30-2024

NIMS Resources

☐ Check if this project supports a NIMS typed resource**Enter the name of the typed resources from the Resource Type Library Tool:** Hazardous Materials Response Team**Enter the ID of the typed resources from the Resource Type Library Tool:** 4-508-1248

You are logged in as **User Name:** scorprew



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in blue ink that reads "Aimee Snoddy".

Aimee Snoddy
Executive Director
Public Safety Office



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant award from the Office of the Governor, State Homeland Security Program - Law Enforcement Terrorism Prevention Act in the amount of \$30,891.90 for the purchase of camera poles and amend the budget accordingly. **INGALSBE/T.CRUMLEY/CUTLER**

Summary:

On January 31, the Commissioners Court approved the submission of a grant award to the Office of the Governor for the purchase of camera poles for the Hays County SWAT Team. The original grant application was for \$33,975.63. The Office of the Governor has approved \$30,891.90 in funding.

Grant award number 4698301

Grant contract period: 9/1/23 - 3/31/24

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-99-197]

Budget Office:

Source of Funds: HSGP Grant Funding

Budget Amendment Required Y/N?: Yes

Comments: Budget new grant award.

(\$30,892) - Increase Intergovernmental Revenue Capital 001-618-99-197.4304

\$30,892 - Increase Misc. Equipment_Capital 001-618-99-197.5719_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?:

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$30,891.90 in Intergovernmental Revenue - Capital

Comments:

Attachments

Application

Statement of Grant Award

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4698301 **Start Date:** 9/1/2023 **End Date:** 3/31/2024**Project Title:** Camera Poles**Status:** Pending AO Acceptance of Award

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

State Homeland Security Program (SHSP) - Law Enforcement Terrorism Prevention Activities (LETPA): Supports state, tribal and local preparedness activities that continue to build law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. All LETPA investments must be consistent with capability targets set during the Threat and Hazard Identification and Risk Assessment (THIRA) process, and gaps identified in the State Preparedness Report (SPR).

Many activities which support the achievement of target capabilities related to terrorism preparedness may simultaneously support enhanced preparedness for other hazards unrelated to acts of terrorism. However, **all SHSP-LETPA projects must assist grantees in achieving target capabilities related to preventing, preparing for, or protecting against acts of terrorism.**

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements**Building and Sustaining Core Capabilities**

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Nationwide Cyber Security Review

Grantees will be required to complete the Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient agency should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. For more information about the NCSR, visit: <https://www.cisecurity.org/ms-isac/services/ncsr/>.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)

The state is responsible for ensuring that at least 30 percent (30%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:

- a. The [National Prevention Framework](#);
- b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
- c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
- d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

This camera's primary use will be by the SWAT team during SWAT activations. In the most basic terms, it will allow SWAT personnel to see into an area without physically being in that area. It will allow SWAT to view inside a window from outside the structure in instances where an unmanned aerial drone may not be able to make entry. Such circumstances would include when the window glass has been breached, but obstacles remain (drapes, blinds, etc.) that prevent the drone from entering the breached window. The length of the pole would also allow SWAT to view inside second story windows. This would help greatly especially on hostage rescue operations. In those missions, a drone is less-than-desirable as it is quite loud and readily visible. On hostage rescue missions, any action taken by law enforcement has the potential to elicit a reaction from the suspect(s) and so overt movements (like the drone or robots) are avoided when possible. The under-the-door camera part of this kit would allow SWAT to see inside a closed room without opening the door and alerting any suspect(s) to their presence. In any SWAT operation (warrant service, criminal barricade, hostage rescue) involving a structure, law enforcement must physically enter the structure at some point and clear it. This camera can be used to remotely clear the majority of a room from outside the threshold thereby enhancing officer safety. In addition to the use of the camera pole equipment, in a high-level terroristic threat the Hays County SWAT members will be able to safely view under entryways, doors, and above rooftops, to enhance the safety of the Hays County law enforcement officers.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

The proposed camera equipment can be used to view small areas that a drone or robot cannot access (vehicle interiors, crawl-spaces, attic openings) without physically putting officers in the space. Additionally, the camera system can be used in search and rescue missions during natural disasters or man-made disasters. The camera heads are small, so they can be used to look under debris during flooding, storms, or building collapses to search for victims trapped underneath. In addition to the use of the camera pole equipment, in a

high-level terroristic threat, the Hays County SWAT members will be able to safely view under entryways, doors, and above rooftops, to enhance the safety of the Hays County law enforcement officers. This project most closely aligns with the capability target Interdiction and Disruption referenced on page 23 of the CAPCOG regional THIRA.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

We currently have the aerial drones and robots that are utilized for remote clearing techniques. These do have their limitations however, as mentioned with regard to hostage rescue operations. These drones and robots are unable to view underneath a door like the under-the-door camera can.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

We currently do not have a stealth option for viewing inside upstairs windows. We currently do not have the ability to view underneath a door into a closed room. We do not have a remote viewing option that is small enough to view some small areas like attic openings, small crawlspaces, etc. The capability gaps Hays County SWAT office seeks to meet are related to the core capability selection under the Interdiction and Disruption. To include delay, divert, intercept, halt, apprehend, or security threats and/or hazards. These provide the services and mission goals of prevention and protection for the Hays County citizens. SPR capabilities the Hays County SWAT office will be able to provide are obtaining proper equipment, training, and utilizing the equipment for exercises to promote the skill set of the Hays County SWAT office. Under the regional SPR on page 2, Protection, this will allow Hays County SWAT to develop, maintain, and exercise the use of the camera poles to ensure the citizens' safety during a terroristic event.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. The objective is to enhance overall operational capabilities of the agencies in the region. The more information that can be obtained during a crisis, the better leadership can plan to address specific issues and execute an effective effort. The gaps that this project will fill are listed above but they include the current lack of covert remote viewing options inside a structure or room without exposing officers to threat(s) inside, current lack of remote viewing options for small inaccessible areas, and current lack of viewing options into small openings under debris or rubble during disasters.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 *Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

4.1.1 Strengthen the state's regionally focused, multi-discipline, all hazards response system that ensures each region statewide has access to the necessary response teams and resources, to include enhancement of resource request and mutual aid processes.

Target Group :

Identify the target group and population expected to benefit from this project.

Law enforcement will benefit from acquiring this kit. It will allow officer on the scene to obtain more information and intelligence which will lead to better planning and incident resolution. Search and rescue teams can benefit from this item as it can be utilized during rescue operations following a natural or man-made disaster. Victims of hostage incidents and other violent incidents can certainly benefit from this due to the capabilities that it offers law enforcement in planning for and responding to these incidents. The ability to see into a second story window or underneath a door can provide officers with real-time intelligence as to the status and health of the victims, number of suspects, and alert them to conditions that would trigger a rescue.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Hays County Sheriff's office will maintain the project after the initial purchase. The department will be responsible for care custody and control of the equipment as well as maintenance and upkeep. Only trained personnel will maintain this equipment. This project is only a one time funding that will not need any additional

funds. If there is a time where the equipment is damaged the County will have funds set aside to handle to equipment's repairs. If unfunded the County will continue to pursue other grant opportunities. HCSO will continue to pursue all funding opportunities to ensure continuation of assets and teams for terrorism originated incident response.

You are logged in as **User Name:** scorprew

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4698301 **Start Date:** 9/1/2023 **End Date:** 3/31/2024**Project Title:** Camera Poles**Status:** Pending AO Acceptance of Award**Project Activities Information****HSGP Instructions for Project Activity Selection**

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|---|-------------|--|
| Support of First Responder Capabilities | 100.00 | The pole camera's can be used by law enforcement to observe and clear the majority of a room while maintaining a safe distance away from the doorway. This increases officer safety by maintaining a safer distance from the entry point of a room or building. Standing in an entry point to clear a room exposes officer's to potential threats inside the room. |

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4698301 **Start Date:** 9/1/2023 **End Date:** 3/31/2024**Project Title:** Camera Poles**Status:** Pending AO Acceptance of Award**Measures Information**

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|---|--------------|
| Number of exercises conducted. | 0 |
| Number of individuals participating in exercises. | 0 |
| Number of people trained. | 0 |
| Number of Special Response Team personnel provided with new or updated equipment. | 30 |
| Number of Special Response Teams created, maintained or enhanced. | 6 |
| Number of trainings conducted. | 0 |

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|-----------------|--------------|
|-----------------|--------------|

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|-----------------------|--------------|
|-----------------------|--------------|

Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|------------------------|--------------|
|------------------------|--------------|

You are logged in as **User Name:** scorprew

[Print This Page](#)
Agency Name: Hays County**Grant/App:** 4698301 **Start Date:** 9/1/2023 **End Date:** 3/31/2024**Project Title:** Camera Poles**Status:** Pending AO Acceptance of Award**Budget Details Information****Budget Information by Budget Line Item:**

| CATEGORY | SUB CATEGORY | DESCRIPTION | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|-----------|-------------------------------|---|-------------|------------|---------------|--------|-------------|--------|
| Equipment | 04MD-01-VCAM Camera, Video | CORE MONITOR X 3 = \$2,050.00. CORE POLE CAMERA 10' KIT X 1 = \$9,400.00. CORE POLE GRIP 17' X 1 = \$4,500.00. CORE UNDER DOOR CAMERA- 4 CAMERA VERSION X 1 = \$13,880.00. . If officially awarded, Hays County will provide the remaining funds | \$30,891.90 | \$0.00 | \$0.00 | \$0.00 | \$30,891.90 | 4 |

You are logged in as **User Name:** scorprew

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4698301 **Start Date:** 9/1/2023 **End Date:** 3/31/2024**Project Title:** Camera Poles**Status:** Pending AO Acceptance of Award

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance regional response teams

Capabilities

Core Capability: Interdiction and Disruption**Identify if this investment focuses on building new capabilities or sustaining existing capabilities.**

: New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Deployable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☒ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute**Description:** The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.**Process:** Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Request Pricing; **Completion Date:** 11-01-2023**Milestone:** Purchase Equipment; **Completion Date:** 12-01-2023**Milestone:** Receive Camera Pole equipment ; **Completion Date:** 03-31-2024

NIMS Resources

☐ Check if this project supports a NIMS typed resource**Enter the name of the typed resources from the Resource Type Library Tool:** Special Weapons and Tactics Teams**Enter the ID of the typed resources from the Resource Type Library Tool:** 6-508-1245

You are logged in as **User Name:** scorprew



GOVERNOR GREG ABBOTT

Dear Grantee:

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Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in blue ink that reads "Aimee Snoddy".

Aimee Snoddy
Executive Director
Public Safety Office



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T. CRUMLEY

Sponsor:

Judge Becerra

Agenda Item:

Authorize the acceptance of a grant award from the Office of the Governor, UASI State Homeland Security Program in the amount of \$78,000.00 for the HazMat Team Enhancement project and amend the budget accordingly. **BECERRA/T.CRUMLEY/JONES**

Summary:

The Austin Area UASI (Urban Areas Security Initiative) was allocated funds to distribute for various homeland security projects. Hays County has been awarded \$78,000 in funds for the purchase of a FTIR (Fourier transform infrared) chemical detection unit to enhance the capabilities of the Hays County HazMat Team.

Grant number 4897001

Grant Period 10/1/23 - 9/30/24

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-656-99-198]

Budget Office:

Source of Funds: HSGP Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: Budget new grant award.

(\$78,000) - Increase Intergovernmental Revenue_Capital 001-656-99-198.4304

\$78,000 - Increase Misc. Equipment_Capital 001-656-99-198.5719_700

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$78,000 in Intergovernmental Revenue - Capital

Comments:

Attachments

Application

Statement of Grant Award

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4897001 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** HazMat Team Enhancement**Status:** Pending AO Acceptance of Award

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

Urban Area Security Initiative (UASI) - Law Enforcement Terrorism Prevention Activities (LETPA):

Supports programs that address the unique multidiscipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas in efforts to build and sustain law enforcement capabilities to prevent terrorist attacks and support critical prevention and protection activities. Urban areas must employ regional approaches to overall preparedness.

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements**Building and Sustaining Core Capabilities**

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

LETPA

Law Enforcement Terrorism Prevention Activities (LETPA)

The state is responsible for ensuring that at least 30 percent (30%) of the combined HSGP funds allocated under SHSP and UASI are dedicated towards law enforcement terrorism prevention activities, as defined in 6 U.S.C. 607.

Grant projects must be consistent with the [Federal Emergency Management Agency \(FEMA\) Information Bulletin \(IB\) 412](#) which discusses eligible activities outlined in:

- a. The [National Prevention Framework](#);
- b. The [National Protection Framework](#) where capabilities are shared with the prevention mission area;
- c. Section 2006 of the [Homeland Security Act of 2002](#), as amended; and
- d. The [FY 2007 Homeland Security Grant Program Guidance and Application Kit](#).

Activities eligible for use of LETPA focused funds include but are not limited to: Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and training/hiring of intelligence analysts. Coordination between fusion centers and other analytical and investigative efforts. Implementation and maintenance of the Nationwide Suspicious Activity Reporting (SAR) Initiative. Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners. Increased physical security, through law enforcement personnel and other protective measures, by implementing preventative and protective measures at critical infrastructure sites or at-risk nonprofit organizations.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

Hays County is seeking to expand its detection capabilities with the purchase of a RedWave ThreatID which is an FTIR (Fourier transform infrared) chemical detection unit that can be utilized on every chemical spill response by the Hays County HazMat team. Because the Hays County HazMat Team responds to calls across the region, this project has a regional benefit as well as a local benefit. Hays County will seek to purchase the device within the first six months of the grant. After purchase, there will be an in-service training with all participating hazmat team departments within Hays County. The device will offer operational support on all chemical CBRNE events and will be utilized for training semi-annually through both regional and county exercises. The project identifies as LEPTA because the HazMat Team works regularly with local law enforcement in order to mitigate terroristic threats and related HazMat threats. The Hays County HazMat Team has a close relationship with the Hays County Sheriffs Office and coordinates closely when appropriate for calls. Additionally, local law enforcement and the HazMat team often collaborates to use this type of equipment to detect chemicals used in home made explosives and home made drug labs. With the rise of drug distribution and creation rising in Hays County and the surrounding areas, HazMat and law enforcement must collaborate in order to lower the risk of terroristic threats.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

This project will focus on chemical detection and identification during CBRNE events throughout the region. This is supported by Screening, Search, and Detection on page 24 of the THIRA and Environmental Response/Health and Safety on page 35 of the THIRA.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Hays County currently has the only HazMat Team in the region but does not currently meet standards to be considered a Type 1 Team by FEMA. The purchase of the proposed detection unit will allow for Hays County to move to a Type 1 Team. Currently, the Hays County Team responds to HazMat calls throughout the region.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

Environmental Response/Health and Safety capability directly correlates to the gaps identified on page 41 of the 2022 CAPCOG SPR. The capability gap in question is listed under Equipment and states: "Maintain availability of specialized equipment and PPE for regional specialized teams, including the HAZMAT and SWAT teams, or other teams tasked with Chemical, Biological, Radiological, Nuclear, and high-yield Explosives (CBRNE) response. This equipment may include radiation backpacks, portals, monitors, or the upgrades to existing resources such as Gas Chromatograph/Mass Spectrometers."

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. This project will reduce capability gaps identified in the THIRA and SPR. The Hays County Hazmat Team will conduct annual regional exercises/training to further improve the efficacy of protection of risk to the public and to the team. The purchase of the new device will reduce capability gaps by making available more specialized equipment for a regional HazMat Team.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 *Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

2.2.1 Strengthen statewide capability to detect, confirm, analyze, and assess chemical, biological, radiological, and nuclear incidents.

Target Group :

Identify the target group and population expected to benefit from this project.

The target group for this project is the Hays County HazMat Team, housed under the Hays County Office of Emergency Services (OES). The HazMat Team will also work to support local law enforcement with this project.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

Hays County has a contract with a vendor for maintenance of all HazMat monitors to ensure the devices are operational and ready for use when needed. If awarded, Hays County would intend to add the new device to that maintenance contract to continue supporting the outlined capabilities. The contract is currently funded with state grant funds, but if additional grant funds could not be procured for the maintenance of the proposed device, Hays County would absorb all maintenance costs. If funds are not awarded, Hays County will not proceed with the purchase of this device.

You are logged in as **User Name:** scorprew

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4897001 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** HazMat Team Enhancement**Status:** Pending AO Acceptance of Award

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Urban Area Impact

Identify the Urban Area Strategic Plan Goal and Objective that most closely aligns with this project. List the Goal/Objective specific to your Urban Area Strategic Plan by number and text (*e.g., Goal 5: Interoperable Communications. Sustain standards-based, shared systems with adequate coverage and capacity to facilitate seamless interoperable communications throughout the Urban Area. Objective 2: Complete the deployment of standards-based shared systems to serve the region.*)

Goal 2: Protect. Objective 2.2: Reduce the risk of chemical, biological, radiological, nuclear, and high-yield explosives (CBRNE) incidents by enhancing control and early detection capabilities.

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|---|-------------|---|
| Support of First Responder Capabilities | 100.00 | Purchase of RedWave ThreatID FTIR (Fourier transform infrared) chemical detection unit to support the Hays County HazMat Team |

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4897001 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** HazMat Team Enhancement**Status:** Pending AO Acceptance of Award

Measures Information

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|---|--------------|
| Number of exercises conducted. | 0 |
| Number of individuals participating in exercises. | 0 |
| Number of people trained. | 0 |
| Number of Special Response Team personnel provided with new or updated equipment. | 14 |
| Number of Special Response Teams created, maintained or enhanced. | 1 |
| Number of trainings conducted. | 0 |

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|-----------------|--------------|
|-----------------|--------------|

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|-----------------------|--------------|
|-----------------------|--------------|

Print This Page

Agency Name: Hays County
Grant/App: 4897001 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

Project Title: HazMat Team Enhancement
Status: Pending AO Acceptance of Award

Budget Details Information
Budget Information by Budget Line Item:

| CATEGORY | SUB CATEGORY | DESCRIPTION | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|-----------|--|---|-------------|------------|---------------|--------|-------------|--------|
| Equipment | 07CD-02-DPGC Detector, Gas Chromatograph/Mass Spectrometer, Chemical Agent | Funds for the purchase of 1 RedWave ThreatID FTIR (Fourier transform infrared) chemical detection unit. | \$78,000.00 | \$0.00 | \$0.00 | \$0.00 | \$78,000.00 | 1 |

You are logged in as **User Name:** scorprew

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4897001 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** HazMat Team Enhancement**Status:** Pending AO Acceptance of Award

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Enhance capabilities to respond to CBRNE events

Capabilities

Core Capability: Screening, Search, and Detection**Identify if this investment focuses on building new capabilities or sustaining existing capabilities.**

: New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Deployable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☐ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Execute**Description:** The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out.**Process:** Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.

Milestones

Milestone: Gather quote information for procurement; **Completion Date:** 11-30-2023**Milestone:** Purchase Device; **Completion Date:** 03-31-2024**Milestone:** Receive Device; **Completion Date:** 09-30-2024

NIMS Resources

☐ Check if this project supports a NIMS typed resource**Enter the name of the typed resources from the Resource Type Library Tool:** Hazardous Materials Response Team**Enter the ID of the typed resources from the Resource Type Library Tool:** 4-508-1248



GOVERNOR GREG ABBOTT

Dear Grantee:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.gov.texas.gov> and go to the 'My Home' tab. In the 'Pending Applications' section, locate the application with a 'Current Status' of "Pending AO Acceptance of Award". Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the Grantee Conditions and Responsibilities Memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer Public Safety Office grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@gov.texas.gov.

We look forward to working with you to ensure the success of your program.

A handwritten signature in blue ink that reads "Aimee Snoddy".

Aimee Snoddy
Executive Director
Public Safety Office



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item

Authorize the execution of an amendment to the Department of State Health Services FY24 Public Health Emergency Preparedness (PHEP) Contract. **INGALSBE/T.CRUMLEY**

Summary

The Department of State Health Services (DSHS) has requested a first amendment to the FY24 PHEP Grant contract. This amendment modifies the reporting requirements and schedule for the grant. This amendment does not affect the grant budget or grant period.

Contract number HHS001311200021

Grant period 7/1/23 - 6/30/24

Attachments

Amendment No 1

**DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. HHS001311200021
AMENDMENT NO. 1**

The **DEPARTMENT OF STATE HEALTH SERVICES** (“**System Agency**”) and **Hays County** (“**Grantee**”), collectively referred to as the “**Parties**” to that certain Public Health Emergency Preparedness (“**PHEP**”) contract, effective July 1, 2023, and denominated as System Agency Contract No. HHS001311200021 (the “**Contract**”), now want to amend the Contract.

WHEREAS, System Agency wants to revise Section **X, FEDERAL AWARD INFORMATION**, of the Contract Signature Document; and

WHEREAS, the Parties want to revise **ATTACHMENT A, FY2024 STATEMENT OF WORK**; and **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.

NOW, THEREFORE, the Parties agree as follows:

1. **SECTION X, FEDERAL AWARD INFORMATION**, of the Contract Signature Document is deleted in its entirety and replaced as follows:

GRANTEE’S UNIQUE ENTITY IDENTIFIER IS: RH4DFY1GC2R3

Federal funding under this Grant Agreement is a subaward under the following federal award.

Federal Award Identification Number (FAIN): NU90TP922045

A. Assistance Listings Title, Number, and Dollar Amount: Centers for Disease Control and Prevention, Public Health Emergency Preparedness (PHEP) Cooperative Agreement, 93.069 – 5 NU90TP922045-05-00

B. Federal Award Date: 6/30/2023

C. Federal Award Period: 7/1/2023-6/30/2024

D. Name of Federal Awarding Agency: Centers for Disease Control and Prevention

E. Federal Award Project Description: Public Health Emergency Preparedness (PHEP) Cooperative Agreement

F. Awarding Official Contact Information: Ms. Kimberly Champion, Grants Management Specialist; grf9@cdc.gov; (404) 498-4229

G. Total Amount of Federal Funds Awarded to System Agency: \$48,141,790.00

H. Amount of Funds Awarded to Grantee: \$126,721.00

I. Identification of Whether the Award is for Research and Development: No

2. **ATTACHMENT A, FY2024 STATEMENT OF WORK**, of the Contract, is deleted in its entirety and replaced with **ATTACHMENT A.1, FY2024 STATEMENT OF WORK**, which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.

3. **ATTACHMENT C, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**, of the Contract, is deleted in its entirety and replaced with **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**, which is attached to this Amendment and incorporated into the Contract as if fully set forth therein.
4. This Amendment shall be effective as of the date last signed below.
5. Except as amended and modified by this Amendment, all terms and conditions of the Contract shall remain in full force and effect.
6. Any further revisions to the Contract shall be by written agreement of the Parties.
7. Each Party represents and warrants that the person executing this Amendment No. 1 on its behalf has full power and authority to enter into this Amendment.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR AMENDMENT NO. 1
SYSTEM AGENCY CONTRACT NO. HHS001311200021

DEPARTMENT OF STATE HEALTH SERVICES HAYS COUNTY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date of Signature: _____

Date of Signature: _____

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

ATTACHMENT A.1 - FY2024 STATEMENT OF WORK

ATTACHMENT C.1 - FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

I. GRANTEE RESPONSIBILITIES

Grantee shall:

- A.** Perform activities in support of the Public Health Emergency Preparedness (“PHEP”) Cooperative Agreement between the Centers for Disease Control and Prevention (“CDC”) and the Department of State Health Services (“System Agency”) to advance public health emergency preparedness.
- B.** Perform the activities required under this Contract in the following cities, counties or groups of counties: Hays (Grantee’s “Jurisdiction”).
- C.** Provide System Agency with situational awareness data generated through interoperable networks of electronic data systems.
- D.** Coordinate with System Agency program staff to develop a preparedness activity plan for Grantee’s jurisdiction. At minimum, Grantee shall ensure at least three of the following public health emergency preparedness capabilities are achieved on an annual basis:
 - 1. Capability 1 – Community preparedness is the ability of communities to prepare for, withstand, and recover from public health incidents in both the short- and long-term.
 - 2. Capability 2 – Community recovery is the ability of communities to identify critical assets, facilities, and other services within public health, emergency management, health care, human services, mental/behavioral health, and environmental health sectors that can guide and prioritize recovery operations.
 - 3. Capability 3 – Emergency operations coordination is the ability to coordinate with emergency management and to direct and support an incident or event with public health or health care implications by establishing a standardized, scalable system of oversight, organization, and supervision that is consistent with jurisdictional standards and practices and the National Incident Management System (“NIMS”).
 - 4. Capability 4 – Emergency public information and warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management personnel.
 - 5. Capability 5 – Fatality management is the ability to coordinate with partner organizations and agencies to provide fatality management services to ensure the proper recovery and preservation of remains; identification of the deceased; determination of cause and manner of death; release of remains to an authorized individual; and provision of mental/behavioral health assistance for the grieving. The role also may include supporting activities for the identification, collection, documentation, retrieval, and transportation of human remains, personal effects, and evidence to the examination location or incident morgue.
 - 6. Capability 6 – Information sharing is the ability to conduct multijurisdictional and

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, tribal, and territorial levels of government and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to all levels of government and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass care is the ability of public health agencies to coordinate with and support partner agencies to address, within a congregate location (excluding shelter-in-place locations), the public health, health care, mental/behavioral health, and human services needs of those impacted by an incident. This capability includes coordinating ongoing surveillance and public health assessments to ensure that health needs continue to be met as the incident evolves.
8. Capability 8 – Medical countermeasure dispensing and administration is the ability to provide medical countermeasures to targeted population(s) to prevent, mitigate, or treat the adverse health effects of a public health incident, according to public health guidelines. This capability focuses on dispensing and administering medical countermeasures, such as vaccines, antiviral drugs, antibiotics, and antitoxins.
9. Capability 9 – Medical materiel management and distribution is the ability to acquire, manage, transport, and track medical materiel during a public health incident or event and the ability to recover and account for unused medical materiel, such as pharmaceuticals, vaccines, gloves, masks, ventilators, or medical equipment after an incident.
10. Capability 10 – Medical surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the health care system to endure a hazard impact, maintain or rapidly recover operations that were compromised, and support the delivery of medical care and associated public health services, including disease surveillance, epidemiological inquiry, laboratory diagnostic services, and environmental health assessments.
11. Capability 11 – Nonpharmaceutical interventions are actions that people and communities can take to help slow the spread of illness or reduce the adverse impact of public health emergencies. This capability focuses on communities, community partners, and stakeholders recommending and implementing nonpharmaceutical interventions in response to the needs of an incident, event, or threat. Nonpharmaceutical interventions may include isolation; quarantine; restrictions on movement and travel advisories or warnings; social distancing; external decontamination; hygiene; and precautionary protective behaviors.
12. Capability 12 – Public health laboratory testing is the ability to implement and perform methods to detect, characterize, and confirm public health threats. It also includes the ability to report timely data, provide investigative support, and use partnerships to address actual or potential exposure to threat agents in multiple matrices, including clinical specimens and food, water, and other environmental samples. This capability supports passive and active surveillance when preparing for, responding to, and recovering from

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

- biological, chemical, and radiological (if a Radiological Laboratory Response Network is established) public health threats and emergencies.
13. Capability 13 – Public health surveillance and epidemiological investigation is the ability to create, maintain, support, and strengthen routine surveillance and detection systems and epidemiological investigation processes. It also includes the ability to expand these systems and processes in response to incidents of public health significance.
 14. Capability 14 – Responder safety and health is the ability to protect public health and other emergency responders during pre-deployment, deployment, and post-deployment.
 15. Capability 15 – Volunteer management is the ability to coordinate with emergency management and partner agencies to identify, recruit, register, verify, train, and engage volunteers to support the jurisdictional public health agency's preparedness, response, and recovery activities during pre-deployment, deployment, and post-deployment.
- E.** In the event of a local, state, or federal emergency, utilize approximately five percent (5%) of the Grantee's staff's time supporting this Contract for response efforts. System Agency will reimburse Grantee up to five percent of the total Contract award for personnel costs in responding to an emergency event. Grantee shall maintain records to document the personnel time spent on response efforts for audit purposes. Within five (5) calendar days of the onset of the emergency, Grantee shall notify the assigned System Agency Contract Representative as identified in the Signature Document in writing of its implementation of this provision.
- F.** In the event of a public health emergency involving a portion of the state; mobilize and dispatch staff or equipment purchased with funds from previous PHEP cooperative agreements, and not currently performing critical duties in the jurisdiction served, to the affected area of the state upon receipt of a written request from System Agency.
- G.** Coordinate activities and response plans within Grantee's jurisdiction with the state, regional, and other local jurisdictions, among local agencies, and with hospitals and major health care entities, jurisdictional Metropolitan Medical Response Systems, and Councils of Government.
- H.** Inform System Agency in writing if Grantee will not continue performance under this Contract within thirty (30) days of receipt of System Agency's notification of an amended standard(s) or guideline(s). System Agency may terminate this Contract immediately or within a reasonable period of time as determined by System Agency.
- I.** Develop, implement, and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.
- J.** Have plans, processes, and training in place to meet NIMS compliance requirements.

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

- K.** When using volunteers during the Contract term, designate a Texas Disaster Volunteer Registry (“TDVR”) State Emergency System for the Advanced Registration of Volunteer Health Professionals (“ESAR-VHP”) System Administrator, participate in required administrator trainings, and utilize the system to identify volunteers.
- L.** To ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state, the Grantee shall coordinate all planning, training and exercises performed under this Contract with other Local Health Entities, Texas Division of Emergency Management (“TDEM”), or other points of contact at the discretion of System Agency.
- M.** Coordinate all risk communication activities with System Agency Communications Unit by using System Agency’s core messages posted on the System Agency website and submitting copies of draft risk communication materials to System Agency for coordination prior to dissemination.
- N.** Work with the Regional Health Care Coalition to develop comprehensive preparedness strategies. Plans shall be submitted to System Agency via the Operational Readiness Review.
- O.** Incorporate Access and Functional Needs (“AFN”) partners in an annual PHEP exercise. Local jurisdictions can fulfill this requirement by incorporating at least one AFN partner in a tabletop, a functional, or a full-scale exercise, or during an incident or public health event in which the AFN partner participates.
- P.** Designate a member of the PHEP program to attend two regional healthcare coalition meetings during the Contract term.

II. REPORTING REQUIREMENTS

Grantee shall:

- A.** Complete and submit the programmatic reports outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE** and as needed to satisfy the information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c). Grantee shall provide System Agency with other reports, including financial reports, that System Agency determines necessary to accomplish the objectives of this Contract and to monitor compliance.
- B.** Prepare and submit an Initial Work Plan with a Budget to System Agency. The Work Plan will be attached to and incorporated into the Contract as **ATTACHMENT K**. Revisions to the approved Work Plan are subject to System Agency prior written approval.

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

- C.** Prepare and submit a current Integrated Preparedness Plan (“IPP”), which must include at least four years of progressive exercise, planning and training to System Agency according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**. The IPP must be based on the results of the Grantee’s training needs assessment and the evaluations of previous exercises and responses, including the AAR submitted in Section II. D of this document.

The IPP must include a description of:

1. The proposed location, month(s), and year(s) of future exercise(s);
 2. The type of future exercise(s) that will take place; and
 3. The expected departmental participants and partner organizations.
- D.** Prepare and submit an After-Action Review/Improvement Plan (“AAR/IP”) for the annual PHEP exercise with Access and Functional Needs. All AAR/IPs must be submitted to System Agency within 60 calendar days, or 120 calendar days of a Real-World Incident (“RWI”), of the completion of the exercise/response according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- E.** Complete and submit specific forms identified by the System Agency from the Operational Readiness Review (“ORR”) to System Agency by uploading supporting documentation to System Agency according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**. This reporting requirement is waived in FY2024 but will be reinstated in FY2025.
- F.** Prepare and submit a Programmatic Mid-Year and End-of-Year Performance Report to System Agency according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- G.** Submit evidence of attendance at two regional healthcare coalition meetings during the Contract term according to the due date and submission method outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**.
- H.** Submit a Financial Status Report (FSR) in accordance with the due dates and submission methods outlined in **ATTACHMENT C.1, FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE**. The first FSR (for the period July 1, 2023, through December 31, 2023) is due by January 31, 2024. The second FSR (for the period January 1, 2024, through June 30, 2024) is due by August 15, 2024. Grantee shall electronically submit Financial Status Reports (FSR) to invoices@dshs.texas.gov and FSRGrants@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Signature

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

Document.

- I.** If System Agency determines Grantee needs to submit reports by mail or fax, Grantee shall send the required information to one of the following:
1. For submission by mail, use address below:
Department of State Health Services
Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, TX 78714-9347
 2. For submission by fax, use number below:
(512) 458-7442
- J.** Immediately notify System Agency in writing if Grantee is legally prohibited from providing any report required under this Contract.

III. RULES

Grantee shall:

- A.** Comply with all applicable federal and state laws, rules, and regulations, as amended, including, but not limited to, the following:
1. Texas Government Code Chapter 418 (§418.074);
 2. Public Law 109-417, Pandemic and All-Hazards Preparedness and Advancing Innovation Act (“PAHPAI”);
 3. Texas Health and Safety Code Chapter 81; and
 4. Section 319C-1 of the Public Health Service (PHS) Act (47 USC § 247d-3a), as amended.

IV. PERFORMANCE MEASURES

- A.** System Agency will monitor the Grantee’s performance of the requirements in this Statement of Work and compliance with the Contract’s terms and conditions.
- B.** Grantee must adhere to PHEP reporting deadlines and the capability to receive, stage, store, distribute, and dispense material during a public health emergency. Failure to meet these requirements may result in System Agency withholding a portion of the current fiscal year PHEP base award.

ATTACHMENT A.1

FY2024 STATEMENT OF WORK

July 1, 2023, through June 30, 2024

- C. Upon request by System Agency, Grantee shall reasonably revise any performance measure to System Agency's satisfaction and in accordance with the requirements set forth in this Contract.

V. INVOICE AND PAYMENT

- A. Grantee shall request monthly payments by the 30th day following the service month using the State of Texas Purchase Vouchers (Form B-13 and Form B-13A) at <http://www.dshs.texas.gov/grants/forms.shtm>. System Agency will issue reimbursement payments to Grantee on a monthly basis for reported actual cash disbursements which are supported by adequate documentation. Invoice approval and payment is contingent upon receipt of adequate supporting documentation and submitting acceptable supporting documentation by electronic mail to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov, with a copy to the assigned System Agency Contract Representative identified in the Signature Document.

At a minimum, every invoice should include:

1. Grantee name, address, email address, vendor identification number and telephone number;
 2. DSHS Contract or Purchase Order number;
 3. Identification of service(s) provided;
 4. The total invoice amount; and
 5. Any additional supporting documentation which is required by this Statement of Work or as requested by System Agency.
- B. Grantee shall electronically submit all invoices with supporting documentation to invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov and a copy to the assigned System Agency Contract Representative identified in the Signature Document. Alternative submission arrangements must be approved by the assigned System Agency Contract Representative identified in the Signature Document.
- C. System Agency will pay Grantee monthly on a cost reimbursement basis. System Agency will reimburse Grantee only for allowable and reported expenses incurred within the grant term.

| ATTACHMENT C.1 - FY2024 PHEP CONTRACTUAL REQUIREMENTS SCHEDULE | | | |
|---|-----|---|--|
| MONTH | DAY | CONTRACTUAL REQUIREMENT | SUBMIT TO: |
| 2023 | | | |
| July | 1 | Start of new FY24 contract year | |
| August | 31 | July B-13 | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| | | July Support Documentation | |
| September | 30 | August B-13 | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| | | August Support Documentation | |
| October | 16 | Contractor's Property Inventory Report (GC-11) | Assigned Contract Manager |
| | 31 | September B-13 | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| | | September Support Documentation | |
| November | 30 | October B-13 | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| | | October Support Documentation | |
| December | 29 | November B-13 | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| | | November Support Documentation | |
| 2024 | | | |
| January | 31 | December B-13 | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| | | December Support Documentation | |
| | | 1st Biannual FSR | FSRGrants@dshs.texas.gov and invoices@dshs.texas.gov |
| | | Programmatic Mid-Year Performance Report | DSHS CHEPR External SharePoint Site |
| February | 28 | January B-13 | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| | | January Support Documentation | |
| March | 31 | February B-13 | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| | | February Support Documentation | |
| | 30 | March B-13 | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| | | March Support Documentation | |
| May | 1 | Integrated Preparedness Plan (IPP) Schedule/Plan | Qualtrics |
| | 31 | April B-13 | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| | | April Support Documentation | |
| | | May B-13 | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| June | 30 | May Support Documentation | |
| | | Submit proof of attendance of two (2) regional healthcare coalition meetings from the contract period | DSHS CHEPR External SharePoint Site |
| | | Annual PHEP Exercise with Access and Functional Needs (AFN) Partners (AAR) | DSHS CHEPR External SharePoint Site |
| July | 1 | Start of new FY25 contract year (BP1 Work Plan Due) | Qualtrics |
| August | 15 | June B-13 (Final) | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| | | June Support Documentation (Final) | |
| | | 2nd Biannual FSR | FSRGrants@dshs.texas.gov and invoices@dshs.texas.gov |
| | | 4th Quarter B-13A (Final) | Invoices@dshs.texas.gov and CMSInvoices@dshs.texas.gov |
| | | Programmatic End-of-Year Performance Report | Qualtrics |
| NON-SPECIFIC DATE DEADLINES | | | |
| Performance Measures due to DSHS in a format specified by DSHS pending release of the report template from CDC. | | | DSHS CHEPR External SharePoint Site |
| DSHS may add contractual requirements and revise reporting due dates in this FY2024 PHEP Contractual Reporting Schedule to comply with modifications made to the grant award by the CDC. DSHS will notify Grantee of these modifications through a Technical Guidance Letter. | | | |
| PHEP Inbox - phep@dshs.texas.gov | | | |
| Attachment C.1 FY2024 PHEP Contractual Requirements Schedule | | | |

Certificate Of Completion

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

Judge Ruben Becerra

Sent: 9/26/2023 3:41:47 PM

judge.becerra@co.hays.tx.us

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

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Jonah Wiczynski

jonah.wilczynski@dshs.texas.gov

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

Not Offered via DocuSign

Patricia Melchior

Patty.Melchior@dshs.texas.gov

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

Not Offered via DocuSign

Dave Gruber

David.Gruber@dshs.texas.gov

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

Not Offered via DocuSign

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

| Carbon Copy Events | Status | Timestamp |
|---|-------------------|--|
| Simone Corprew simone.corprew@co.hays.tx.us Grant Writer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Beverly Taylor Beverly.Taylor@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign CMS Internal Routing Mailbox cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | <div>COPIED</div> | Sent: 9/26/2023 3:41:46 PM Viewed: 9/26/2023 3:42:31 PM |

| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
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| Payment Events | Status | Timestamps |



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant award from the Department of Justice (DOJ), Bureau of Justice Assistance (BJA), FY23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of \$37,086.00.

INGALSBE/T.CRUMLEY/CUTLER

Summary:

On August 22, 2023 the Commissioners Court approved the submission of an application to the FY23 JAG program. Grant funds will be used to purchase bulletproof vests and for the use of a mental wellness mobile app for officers in the Sheriffs Office.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-99-196]

Budget Office:

Source of Funds: DOJ Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$37,086) - Increase Intergovernmental Revenue 001-618-99-196.4301

\$24,800 - Increase Software Maintenance 001-618-99-196.5429

\$12,286 - Increase Law Enforcement_Operating 001-618-99-196.5717_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$37,086 in Intergovernmental Revenues

Comments: N/A

Attachments

Award Packet

FY23 JAG Budget



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

| | |
|---|--|
| Name and Address of Recipient: | HAYS COUNTY IT 712 STAGECOACH TRL STE 1071 |
| City, State and Zip: | SAN MARCOS, TX 78666 |
| Recipient UEI: | RH4DFY1GC2R3 |
| Project Title: Hays County Sheriff's Office Mental Health | Award Number: 15PBJA-23-GG-03821-JAGX |
| Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation | |
| Federal Award Amount: \$37,086.00 | Federal Award Date: 9/26/23 |
| Awarding Agency: | Office of Justice Programs Bureau of Justice Assistance |
| Funding Instrument Type: | Grant |
| Opportunity Category: D | |
| Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program | |
| Project Period Start Date: 10/1/22 | Project Period End Date: 9/30/26 |
| Budget Period Start Date: 10/1/22 | Budget Period End Date: 9/30/26 |
| Project Description: Hays County will use a portion of JAG funds in order to acquire a one-year contract with Cordico, a mobile application that supports mental wellness for officers and their family members, for the Hays County Sheriff's Office. Cordico connects officers to anonymous counseling and wellness resources as well as improving wellness culture and strengthening the existing peer support team. The app allows for on-demand access to wellness resources on over 60 topics. The remainder of JAG funds will be used to purchase 17 bulletproof vests for Hays County law enforcement officers. | |

Award Letter

September 26, 2023

Dear Ruben Becerra,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by HAYS COUNTY IT for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$37,086.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg

Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

?

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

HAYS COUNTY IT

UEI

RH4DFY1GC2R3

Street 1

712 STAGECOACH TRL

Street 2

STE 1071

City

SAN MARCOS

State/U.S. Territory

Texas

Zip/Postal Code

78666

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/26/23

Award Type

Initial

Award Number

15PBJA-23-GG-03821-JAGX

Supplement Number

00

Federal Award Amount

\$37,086.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.738

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13958233

Grant Manager Name

Linda Hill-Franklin

Phone Number

[202-514-0712](tel:202-514-0712)

E-mail Address

Linda.Hill-Franklin@usdoj.gov

Project Title

Hays County Sheriff's Office Mental Health

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

Hays County will use a portion of JAG funds in order to acquire a one-year contract with Cordico, a mobile application that supports mental wellness for officers and their family members, for the Hays County Sheriff's Office. Cordico connects officers to anonymous counseling and wellness resources as well as improving wellness culture and strengthening the existing peer support team. The app allows for on-demand access to wellness resources on over 60 topics. The remainder of JAG funds will be used to purchase 17 bulletproof vests for Hays County law enforcement officers.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF

425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the

basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28

C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify

procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP

financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or

State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless,

as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and

procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT)

unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

64

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

65

Withholding of Funds for Body Armor Certification

The recipient may not expend or draw down any award funds until the recipient submits, and OJP has reviewed, the required certification regarding body armor, and an Award Condition Modification has been issued to remove this condition.

[]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§

10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

| Title of Approving Official | Name of Approving Official | Signed Date And Time |
|------------------------------------|-----------------------------------|-----------------------------|
| Deputy Assistant Attorney General | Maureen Henneberg | 9/21/23 10:22 PM |

Authorized Representative

Entity Acceptance

Title of Authorized Entity Official
County Judge

Signed Date And Time

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

| Name <i>List each name, if known.</i> | Position <i>List each position, if known.</i> | Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i> | | | | | | |
|--|--|---|------|--|--------------------|------------|--------------------------|-----------------|
| | | Salary | Rate | Time Worked (# of hours, days, months, years) | Percentage of Time | Total Cost | Non-Federal Contribution | Federal Request |
| | | | | | | \$0 | | \$0 |
| Total(s) | | | | | | \$0 | \$0 | \$0 |

Narrative

B. Fringe Benefits

| Name <i>List each grant-supported position receiving fringe benefits.</i> | Computation <i>Show the basis for computation.</i> | | | | |
|--|---|------|------------|--------------------------|-----------------|
| | Base | Rate | Total Cost | Non-Federal Contribution | Federal Request |
| | | | \$0 | | \$0 |
| Total(s) | | | \$0 | \$0 | \$0 |

Purpose Area #4

| | | | | | | | | | | | |
|---|---|-----------------------------|----------------------------------|---|-----------------|-------------------|-------------------|-------------------|---------------------------------|------------------------|-----|
| Narrative | | | | | | | | | | | |
| | | | | | | | | | | | |
| C. Travel | | | | | | | | | | | |
| Purpose of Travel | Location | Type of Expense | Basis | Computation | | | | | | | |
| <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i> | <i>Indicate the travel destination.</i> | <i>Lodging, Meals, Etc.</i> | <i>Per day, mile, trip, Etc.</i> | <i>Compute the cost of each type of expense X the number of people traveling.</i> | | | | | | | |
| | | | | Cost | Quantity | # of Staff | # of Trips | Total Cost | Non-Federal Contribution | Federal Request | |
| | | | N/A | | | | | \$0 | | | \$0 |
| Total(s) | | | | | | | | \$0 | \$0 | \$0 | |
| Narrative | | | | | | | | | | | |

D. Equipment

| Item <i>List and describe each item of equipment that will be purchased</i> | Computation <i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i> | | | | |
|--|--|-----------------|-----------------|--------------------------|-----------------|
| | # of Items | Unit Cost | Total Cost | Non-Federal Contribution | Federal Request |
| Bulletproof Vests (Angel Armor, Level IIIA) | 17 | \$753.00 | \$12,801 | \$515 | \$12,286 |
| | | Total(s) | \$12,801 | \$515 | \$12,286 |

Narrative

Hays County plans to purchase a total of 17 bulletproof vests using JAG Funds. JAG Funds will cover 16 total vests plus a portion of the 17th vest. These vests are on a 5 year replacement cycle and are vital to keep law enforcement officers safe while they are working in the field. They are an essential piece of equipment that can save the life of an officer. The Sherriff's Office keeps a replacement schedule for each vest to ensure that they are replaced in a timely manner.

E. Supplies

| Supply Items | Computation | | | | |
|--------------|-------------|--|--|--|--|
|--------------|-------------|--|--|--|--|

Purpose Area #4

| | | | | | | |
|---|---|---|------------------|-------------------|---------------------------------|------------------------|
| <i>Provide a list of the types of items to be purchased with grant funds.</i> | | <i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i> | | | | |
| | | # of Items | Unit Cost | Total Cost | Non-Federal Contribution | Federal Request |
| | | | | \$0 | | \$0 |
| Total(s) | | | | \$0 | \$0 | \$0 |
| Narrative | | | | | | |
| | | | | | | |
| F. Construction | | | | | | |
| Purpose <i>Provide the purpose of the construction</i> | Description of Work <i>Describe the construction project(s)</i> | Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i> | | | | |
| | | # of Items | Cost | Total Cost | Non-Federal Contribution | Federal Request |
| | | | | \$0 | | \$0 |
| Total(s) | | | | \$0 | \$0 | \$0 |
| Narrative | | | | | | |

| | | | | | | | | | |
|---|--|--|---|--|-------------------|---------------------------------|---------------------------------|------------------------|--|
| G. Subawards (Subgrants) | | | | | | | | | |
| Description <i>Provide a description of the activities to be carried out by subrecipients.</i> | | Purpose <i>Describe the purpose of the subaward (subgrant)</i> | | Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i> | | | | | |
| | | | | | Total Cost | Non-Federal Contribution | Federal Request | | |
| | | | | | | | | \$0 | |
| Total(s) | | | | | \$0 | \$0 | \$0 | | |
| Consultant Travel (if necessary) | | | | | | | | | |
| Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i> | Location <i>Indicate the travel destination.</i> | Type of Expense <i>Hotel, airfare, per diem</i> | Computation <i>Compute the cost of each type of expense X the number of people traveling.</i> | | | | | | |
| | | | Cost | Duration or Distance | # of Staff | Total Cost | Non-Federal Contribution | Federal Request | |
| | | | | | | \$0 | | \$0 | |
| Total | | | | | | \$0 | \$0 | \$0 | |
| Narrative | | | | | | | | | |

Purpose Area #4

| | | | | | | | | | | | |
|---|--|--|---|---|--|--|-----------------------------|---------------------------------|------------------------|---------------------------------|------------------------|
| | | | | | | | | | | | |
| H. Procurement Contracts | | | | | | | | | | | |
| Description <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i> | | | Purpose <i>Describe the purpose of the contract</i> | | | Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i> | | | | | |
| | | | | | | | Total Cost | Non-Federal Contribution | Federal Request | | |
| Cordico Law Enforcement Wellness App (12 months) | | | App that can be downloaded to officers phones that gives access to mental health resources including on demand guides and a counselor locator | | | No | | \$24,800 | \$0 | \$24,800 | |
| Total(s) | | | | | | | \$24,800 | \$0 | \$24,800 | | |
| Consultant Travel (if necessary) | | | | | | | | | | | |
| Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i> | | Location <i>Indicate the travel destination.</i> | | Type of Expense <i>Hotel, airfare, per diem</i> | | Computation <i>Compute the cost of each type of expense X the number of people traveling.</i> | | | | | |
| | | | | | | Cost | Duration or Distance | # of Staff | Total Cost | Non-Federal Contribution | Federal Request |
| | | | | | | | | | \$0 | | \$0 |
| Total | | | | | | | | | \$0 | \$0 | \$0 |

Purpose Area #4

| | | | | | | | | |
|---|-----------------|---|-------------|-----------------------|-------------------|---------------------------------|------------------------|--|
| Narrative | | | | | | | | |
| | | | | | | | | |
| I. Other Costs | | | | | | | | |
| Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i> | | Computation <i>Show the basis for computation</i> | | | | | | |
| | Quantity | Basis | Cost | Length of Time | Total Cost | Non-Federal Contribution | Federal Request | |
| | | | | | \$0 | | \$0 | |
| Total(s) | | | | | \$0 | \$0 | \$0 | |
| Narrative | | | | | | | | |

J. Indirect Costs

| Description <i>Describe what the approved rate is and how it is applied.</i> | Computation <i>Compute the indirect costs for those portions of the program which allow such costs.</i> | | | | |
|---|--|---------------------------|-------------------|---------------------------------|------------------------|
| | <i>Base</i> | <i>Indirect Cost Rate</i> | <i>Total Cost</i> | <i>Non-Federal Contribution</i> | <i>Federal Request</i> |
| | | | \$0 | | \$0 |
| <i>Total(s)</i> | | | \$0 | \$0 | \$0 |
| Narrative | | | | | |

Budget Summary

| Budget Summary | | | | | | | | | | | |
|--|-----------------|---------------------|-----------------------|---------------------|-----------------------|---------------------|-----------------------|---------------------|-----------------------|---------------------|----------|
| <i>Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.</i> | | | | | | | | | | | |
| | Year 1 | | Year 2 (if needed) | | Year 3 (if needed) | | Year 4 (if needed) | | Year 5 (if needed) | | |
| Budget Category | Federal Request | Non-Federal Request | Federal Request | Non-Federal Request | Federal Request | Non-Federal Request | Federal Request | Non-Federal Request | Federal Request | Non-Federal Request | Total(s) |
| A. Personnel | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| B. Fringe Benefits | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| C. Travel | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| D. Equipment | \$12,286 | \$515 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$12,801 |
| E. Supplies | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| F. Construction | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| G. Subawards (Subgrants) | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| H. Procurement Contracts | \$24,800 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$24,800 |
| I. Other | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Direct Costs | \$37,086 | \$515 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$37,601 |
| J. Indirect Costs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Project Costs | \$37,086 | \$515 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$37,601 |
| Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N | | | | | | | | | | No | |



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division, FY24 Rifle-Resistant Body Armor Grant in the amount of \$23,034.40 and amend the budget accordingly. **INGALSBE/T.CRUMLEY/CUTLER**

Summary:

On January 31, 2023 the Commissioners Court approved the submission of a grant award to the Office fo the Governor for the purchase of Rifle Resistant Body Armor. Funds will be used to purchase rifle-resistant vests for officers in the Sheriffs Office. No match is required.

Grant number 4789701

Contract period 9/1/23 - 8/31/24

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-99-107]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: Budget new grant award.

(\$23,035) - Increase Intergovernmental Revenue 001-618-99-107.4301

\$23,035 - Increase Law Enforcement Equipment_Operating 001-618-99-107.5717_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$23,034.40 in Intergovernmental Revenue

Comments:

Attachments

FY24 Rifle Resistant Body Armor Grant

Statement of Grant Award

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4789701 **Start Date:** 9/1/2023 **End Date:** 8/31/2024**Project Title:** Rifle Resistant Body Armor Grant**Status:** Pending AO Acceptance of Award

Narrative Information

Introduction

The Rifle-Resistant Body Armor Grant Program supports equipping law enforcement officers at risk of shootings with rifle-resistant body armor.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Program-Specific Questions

Applicants must enter the number of officers currently employed by the agency.

Traffic or Highway Patrol - officers who are engaged in traffic or highway patrol, otherwise regularly detain or stop motor vehicles, are primary responders to calls for assistance from the public, or execute arrest or search warrants for criminal offenses

Current total number of officers:

146

Reserve Officers - all other reserve officers

Current total number of officers:

10

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Required Agency Policies

Applicant assures that it has adopted policies addressing the deployment and allocation of vests or plates to its officers; and the usage of vests or plates by its officers. PSO requires that the policy on usage of vests or plates include mandatory training on the proper care, fitting, inspection, use, storage, and maintenance of the armor. PSO also requires the policy specify that body armor may not be left in patrol vehicles when an officer is not on duty in order to minimize the heat damage to the armor.

In crafting these policies, applicants should be aware that the inspection, storage, and replacement of body armor were identified as potential points of failure in body armor use by the Police Executive Research Forum. See "[A Practitioner's Guide To the 2011 National Body Armor Survey of Law Enforcement Officers](#)" for more information.

NIJ Body Armor Standards

Applicant assures that body armor purchased with grant funds will comply with the National Institute of Justice (NIJ) standard (Ballistic Resistance of Body Armor NIJ Standard-0101.06) for type III (rifles) or type IV (armor piercing rifle) body armor, including bullet-resistant vests, ballistic plates, and plate carriers.

Personally Fitted Vest Requirement

Applicant assures that all body armor vests purchased with grant funds will be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. "Personally fitted" does not require armor be individually manufactured based on the measurements of a specific wearer, but rather that it provide the best possible fit and coverage, through a combination of:

1. Correctly-sized panels and carrier, determined through appropriate measurement; and
2. Properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features.

The American Society for Testing and Materials (ASTM) International has made available the Standard Practice for Body Armor Wearer Measurement and Fitting of Armor ([Active Standard ASTM E3003](#)) available at no cost. The Personal Armor Fit Assessment [checklist](#), is excerpted from ASTM E3003.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [Cybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must

have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit [DPS's Sexual Assault Evidence Tracking Program website](#) for more information or to set up an account to begin participating.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2024 or the end of the grant period, whichever is later.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Sharri Miller

Enter the Address for the Civil Rights Liaison:

712 S. Trail, San Marcos, Texas, 78666

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

512-393-2245

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

☒ I certify to all of the application content & requirements.

Project Abstract :

This proposed project is to equip Hays County Deputy Sheriffs that will be involved with daily traffic stops, hostage situations, high level threats that endanger citizens of the county. The proposed project will involve the use of Rifle resistant vests that can be used in a critical incident responding to an active shooter situation. This project will provide a total of 90 rifle resistant vests for our Hays County Deputy Sheriffs.

Problem Statement :

Texas ranks among the states with the highest number of school gun violence incidents. Nationwide, there has been a hike in school violence that involve the use of guns happening from elementary to high school. In 2022,

there were at least 176 incidents of gunfire on school grounds, resulting in 57 deaths and 148 injuries nationally according to Everytown. Hays County has a substantial School Resource Officer program; however, the deputy sheriffs need to be well equipped and prepared in order to perform at the best of their abilities.

Supporting Data :

The Hays County Sheriffs Offices need to be properly prepared to protect faculty, staff, students, and citizens in a high critical incident. Critical incidents can occur at any point in time, having the most proficient equipment for the deputy sheriffs is supremely important. This piece of specific equipment may save the deputies lives during an incident that involves a potential firearm engagement.

Project Approach & Activities:

The overall target for this approach is to empower the Hays County Sheriffs Office to acquire the specific rifle resistant vests. The county will obey all purchasing policies and guarantee that the deputies who will acquire a grant funded shield will have completed the required training that is being asked for in the grant guidelines. Upon receiving the grant funded shield the Sheriffs Office will maintain properly cleaning and tracking of the equipment so that it guaranteed this piece of equipment is only available to the awarded recipients.

Capacity & Capabilities:

The Hays County Sheriffs office currently is being present around all ISD campuses in the county. Deputies have been trained in ALERRT Level I Active Shooter response designed to prepare the first responder to isolate, distract, and neutralize an active shooter. Active Attack Integrated Response Train-the-Trainer Course (AAIR) designed to improve integration between law enforcement, fire, telecommunicator and emergency medical services in active shooter events. The specific training gives the Sheriffs office capabilities that will help to asses and support active shooter response with multiple agencies to stop a hostage or high level threat incident that

Performance Management :

The overall goal for this proposal is to allow the Hays County Sheriffs Office to purchase the specified Rifle Resistant Vests. The County will follow all purchasing policies and ensure that the officers who receive a grant funded shield have completed the required training listed in the grant announcement. After shields are received, the Sheriffs Office will store and track the equipment.

Target Group :

The purchase of the rifle resistant vests will allow officers to better serve all ISD students and faculty from critical incidents. Protecting the students and school faculty/staff is the main priority of the officers when it comes to school threats. In addition to the ISD campuses, being equipped with these vests will also be beneficial to the sheriffs when being called upon a high level threat that is endangering the public. Additionally, this system may also be useful to patrol officers when forming a quick reaction team in response to armed barricaded subject incidents, and or developing/active hostage situations. The purchase of the proposed vests will provide the officers with necessary equipment that normal standardized bullet resistant vests cannot.

Evidence-Based Practices:

By being provided the Rifle Resistant Vests for the Hays County Sheriffs Office this will comfort and protect the deputies while being involved in a high level event that involves the use of a rifle styled weapon. The vests are able to withstand 5.56, 7.62, .30-06 rounds that are mainly used in heavy powered rifles. In addition to being provided the vests this will greater the chance that the deputies will neutralize the threat during a critical incident.

You are logged in as **User Name:** judgebecerra

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4789701 **Start Date:** 9/1/2023 **End Date:** 8/31/2024**Project Title:** Rifle Resistant Body Armor Grant**Status:** Pending AO Acceptance of Award

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|--------------------------|-------------|-------------------------------|
| Equipment and Technology | 100.00 | 90 Rifle resistant body vests |

CJD Purpose Areas

| PERCENT DEDICATED | PURPOSE AREA | PURPOSE AREA DESCRIPTION |
|-------------------|--------------|--------------------------|
|-------------------|--------------|--------------------------|

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4789701 **Start Date:** 9/1/2023 **End Date:** 8/31/2024**Project Title:** Rifle Resistant Body Armor Grant**Status:** Pending AO Acceptance of Award**Measures Information**

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|--|--------------|
| Equipment or technology: Individuals/operators equipped | 90 |
| Equipment or technology: Organizations directly using | 1 |
| Number of bullet resistant vests purchased with grant funds. | 90 |

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|-----------------|--------------|
|-----------------|--------------|

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|-----------------------|--------------|
|-----------------------|--------------|

Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|------------------------|--------------|
|------------------------|--------------|

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4789701 **Start Date:** 9/1/2023 **End Date:** 8/31/2024**Project Title:** Rifle Resistant Body Armor Grant**Status:** Pending AO Acceptance of Award**Budget Details Information****Budget Information by Budget Line Item:**

| CATEGORY | SUB CATEGORY | DESCRIPTION | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|--|---|---|-------------|------------|---------------|--------|-------------|--------|
| Supplies and Direct Operating Expenses | Bulletproof Vest (\$5,000 or less per unit) | (1) NIJ DESIGN-1078, SHELLBACK TACTICAL BANSEE ELITE 2.0 PLATE BLACK LEVEL III X 10 @ 234.48 EACH; (2) NIJ DESIGN-LON-III-P, 1.0 SB TACT PREV III 10X12 SHOOTER CUT X 80 @ 258.62 EACH | \$23,034.40 | \$0.00 | \$0.00 | \$0.00 | \$23,034.40 | 0 |

You are logged in as **User Name:** judgebecerra

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

| | | | |
|--|---|-------------------------------|-------------|
| Grant Number: | 4789701 | Award Amount: | \$23,034.40 |
| Date Awarded: | 9/26/2023 | Grantee Cash Match: | \$0.00 |
| Grant Period: | 09/01/2023 - 08/31/2024 | Grantee In Kind Match: | \$0.00 |
| Liquidation Date: | 11/29/2024 | Grantee GPI: | \$0.00 |
| Program Fund: | BG-Rifle-Resistant Body Armor Grant Program (BAGP) | Total Project Cost: | \$23,034.40 |
| Grantee Name: | Hays County | | |
| Project Title: | Rifle Resistant Body Armor Grant | | |
| Grant Manager: | Nicole Caston | | |
| Unique Entity Identifier (UEI): | RH4DFY1GC2R3 | | |
| CFDA: | N/A | | |
| Federal Awarding Agency: | N/A - State Funds | | |
| Federal Award Date: | N/A - State Funds | | |
| Federal/State Award ID Number: | 2024-BG-ST-0025 | | |
| Total Federal Award/State Funds Appropriated: | \$10,000,000.00 | | |
| Pass Thru Entity Name: | Texas Office of the Governor – Criminal Justice Division (CJD) | | |
| Is the Award R&D: | No | | |
| Federal/State Award Description: | To equip law enforcement officers at risk of shootings with rifle-resistant body armor. | | |



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T. CRUMLEY/JONES

Sponsor:

Commissioner Smith

Agenda Item:

Authorize the acceptance of a grant award from the Officer of the Governor, FY24 UASI Austin - Regular Funding in the amount of \$11,656.00 for the Hays County CERT Enhancement Project and amend the budget accordingly. **SMITH/T.CRUMLEY/JONES**

Summary:

The Austin Area UASI (Urban Areas Security Initiative) was allocated funds to distribute for various homeland security projects with a section of funding being allocated for Community Emergency Response Team (CERT) specific projects. Hays County has been awarded \$11,656 in funds for the purchase of 57 CERT backpacks and one portable mobile light tower to be used on site during disaster response.

Grant number 4898301

Grant Period 10/1/23 - 9/30/24

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-656-99-204]

Budget Office:

Source of Funds: HSGP Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: Budget new grant award.

(\$8,000) - Increase Intergovernmental Revenue Capital 001-656-99-204.4304

(\$3,656) - Increase Intergovernmental Revenue 001-656-99-204.4301

\$8,000 - Increase Misc. Equipment_Capital 001-656-99-204.5719_700

\$3,656 - Increase General Supplies 001-656-99-204.5201

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$8,000 in Intergovernmental Revenue - Capital and \$3,656 in Intergovernmental Revenue

Comments:

Attachments

Statement of Grant Award

FY24 CERT application

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

| | | | |
|--|---|-------------------------------|-------------|
| Grant Number: | 4898301 | Award Amount: | \$11,656.00 |
| Date Awarded: | 9/26/2023 | Grantee Cash Match: | \$0.00 |
| Grant Period: | 10/01/2023 - 09/30/2024 | Grantee In Kind Match: | \$0.00 |
| Liquidation Date: | 12/29/2024 | Grantee GPI: | \$0.00 |
| Program Fund: | HS-Homeland Security Grant Program (HSGP) | Total Project Cost: | \$11,656.00 |
| Grantee Name: | Hays County | | |
| Project Title: | CPR - Hays County CERT Enhancement | | |
| Grant Manager: | Dorothy Caston | | |
| Unique Entity Identifier (UEI): | RH4DFY1GC2R3 | | |

| | |
|--|---|
| CFDA: | 97.067 - Homeland Security Grant Program (HSGP) |
| Federal Awarding Agency: | U.S. Department of Homeland Security, Federal Emergency Management Agency |
| Federal Award Date: | 9/11/2023 |
| Federal/State Award ID Number: | EMW-2023-SS-00025 |
| Total Federal Award/State Funds Appropriated: | \$102,000,951.00 |

| | |
|---|---|
| Pass Thru Entity Name: | Texas Office of the Governor – Homeland Security Grants Division (HSGD) |
| Is the Award R&D: | No |
| Federal/State Award Description: | <p>The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.</p> |

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4898301 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County CERT Enhancement**Status:** Application Pending Submission

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

Urban Area Security Initiative (UASI) - Regular: Supports programs that address the unique multidiscipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. Urban areas must employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate.

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

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Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

Hays County plans to purchase equipment to help support the Community Emergency Response Team (CERT). This equipment includes 1 LINKTower portable mobile light unit and 49 ProPac CERT Kit Pro2 backpacks. Both of these items will be used when the CERT Team responds to disasters or emergencies throughout the county. The primary goal of this project is to offer support to citizens before, during and after major emergencies and

disasters, including acts of terrorism. The mobile light unit will be used in events that are responded to at night or during darkened conditions (extreme weather, etc.). This will allow the CERT Team and other responding agencies to better visualize the situation and safely respond and provide assistance. The ProPac CERT backpacks come packed with important items that can aid in an emergency including: adjustable wrench, disposable gloves, duct tape, surgical masks, emergency blanket, first aid kit, a flashlight, hard hat, leather work gloves, a light stick, safety goggles, a whistle, face shield, and a safety vest. These kits will be distributed to CERT members and members of the public to help prepare for emergency situations.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

THIRA Page 30 – Community Resilience. A key element to successfully responding to and recovering from a major disaster is the overall preparedness of individual citizens, families and the community. (FEMA) Many factors contribute to building resiliency in communities and Hays County plans on utilize this CERT program to emphasize principles that build a strong foundation for a whole community approach, i.e., to understand and meet the actual needs of the whole community, to engage and empower areas of the community, and to continuously strengthen what is already working well in communities.

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

Currently Hays County has a strong CERT program, but does not have the equipment being requested. CERT backpacks are regularly being given out, so stock must be replenished. CERT relies on other agencies to provide lighting solutions in the event that they may be needed, but being able to deploy their own equipment when needed would strengthen the community response.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

Hays County, along with the entire CAPCOG Region, has experienced massive population growth which will continue in the coming years. Due to this extreme growth, County resources (Fire, EMS, Law Enforcement) are being spread thin and need as much support as possible. The CERT program will address minimizing the requests for emergency resources during emergencies and disasters through mitigation focused on preparing citizens to become resilient through employing disaster self-preparedness techniques, and life-safety skills, in their communities. This project will focus on providing CERT with equipment that will assist when responding to calls during disasters, at night, or in dark spaces as well as providing the community with backpacks that contain supplies to be used in emergencies and disasters. This will assist in address the Core Capability of Community Preparedness and Resilience on page 31 of the SPR.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps. The Community Emergency Response Team (CERT) has a goal of building effective community response before, during and after major disasters through three objectives, community engagement, providing information and training, and partnership development. Community engagement will drive the development of relationships to build networks for the distribution of emergency preparedness information. Preparedness information and training will be provided on disaster preparedness, life-safety skill development, and the emergency alerting system. Partnerships with community based organizations that represent vulnerable populations will be a key element in identifying community needs and identifying gaps in the local jurisdiction preparedness efforts.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.)

Priority Action Number 3.3.1 - Priority action text: Expand and enhance local jurisdiction and citizen capabilities through participation in Citizen Corps and other individual and community preparedness programs.

Target Group :

Identify the target group and population expected to benefit from this project.

Hays County, specifically the Office of Emergency Services, will receive the funding from this project. The benefit will extend to residents across Hays County as well as emergency responders who will be aided by CERT's assistance in responding to calls.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

This project is dependent on the receipt of grant funds. If funds are not granted, equipment will not be purchased. Backpacks will be need to be purchased with local funds and a reduced number will be purchased.

You are logged in as **User Name:** scorprew

Print This Page

Agency Name: Hays County
Grant/App: 4898301 **Start Date:** 10/1/2023 **End Date:** 9/30/2024

Project Title: Hays County CERT Enhancement
Status: Application Pending Submission

Project Activities Information

HSGP Instructions for Project Activity Selection

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Urban Area Impact

Identify the Urban Area Strategic Plan Goal and Objective that most closely aligns with this project. List the Goal/Objective specific to your Urban Area Strategic Plan by number and text (*e.g., Goal 5: Interoperable Communications. Sustain standards-based, shared systems with adequate coverage and capacity to facilitate seamless interoperable communications throughout the Urban Area. Objective 2: Complete the deployment of standards-based shared systems to serve the region.*)
Goal 3: Mitigation: Objective 3.3 Enhance the social resilience of Texas communities. This is the state goal and objective. Austin/Round Rock UASI does not yet have its own strategic plan.

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|---------------------------------------|-------------|--|
| Community Preparedness and Resilience | 100.00 | Project will support the Community Emergency Response Team (CERT) by providing equipment to aid in community support during disasters. |

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4898301 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County CERT Enhancement**Status:** Application Pending Submission**Measures Information**

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|--|--------------|
| Number of community preparedness (CCP, CERT or other similar agency sponsored programs) events held. | |
| Number of exercises conducted. | |
| Number of individuals participating in exercises. | |
| Number of people trained. | |
| Number of planning/coordination meetings attended. | |
| Number of planning/coordination meetings conducted (including whole community as appropriate). | |
| Number of plans developed or updated. | |
| Number of plans reviewed. | |
| Number of trainings conducted. | |

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|---|--------------|
| Number of people participating in community preparedness events. | |
| Number of stakeholders participating in planning/coordination meetings. | |

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|-----------------------|--------------|
|-----------------------|--------------|

Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|------------------------|--------------|
|------------------------|--------------|

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4898301 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County CERT Enhancement**Status:** Application Pending Submission**Budget Details Information****Budget Information by Budget Line Item:**

| CATEGORY | SUB CATEGORY | DESCRIPTION | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|--|---|---|------------|------------|---------------|--------|------------|--------|
| Equipment | 03OE-03-LTPA Lighting, Portable Area Illumination | 1 Generac LINKTower 120V LED Portable Mobile Light Tower priced at \$8000. Portable light unit will be used by CERT Team and partners in response to local emergencies/disasters. | \$8,000.00 | \$0.00 | \$0.00 | \$0.00 | \$8,000.00 | 1 |
| Supplies and Direct Operating Expenses | 21GN-00-CCEQ Equipment, Citizen Corps | Purchase of 57 CERT backpacks priced at \$65 each for a total of \$3,705 (\$3,656 in OOG Grant funds) | \$3,656.00 | \$0.00 | \$0.00 | \$0.00 | \$3,656.00 | 0 |

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4898301 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County CERT Enhancement**Status:** Application Pending Submission

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance citizen/volunteer initiatives

Capabilities

Core Capability: Community Resilience**Identify if this investment focuses on building new capabilities or sustaining existing capabilities.**

: Existing Capabilities (Sustain)

Are the assets or activities Deployable or Shareable: Deployable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☐ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Initiate**Description:** The authorization to begin work or resume work on any particular activity.**Process:** Involves preparing for, assembling resources and getting work started. May apply to any level, e.g. program, project, phase, activity, task.

Milestones

Milestone: Begin gathering quotes for procurement; **Completion Date:** 11-30-2023**Milestone:** Purchase backpacks; **Completion Date:** 03-31-2024**Milestone:** Purchase portable light unit; **Completion Date:** 09-30-2024

NIMS Resources

☐ Check if this project supports a NIMS typed resource**Enter the name of the typed resources from the Resource Type Library Tool:****Enter the ID of the typed resources from the Resource Type Library Tool:**

You are logged in as **User Name:** scorprew



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T.CRUMLEY/JONES

Sponsor:

Commissioner Smith

Agenda Item:

Authorize the acceptance of a grant award from the Officer of the Governor, FY24 UASI Austin - Regular Funding in the amount of \$11,220.00 for the Ready Central Texas Project and amend the budget accordingly. **SMITH/T.CRUMLEY/JONES**

Summary:

The Austin Area UASI (Urban Areas Security Initiative) was allocated funds to distribute for various homeland security projects with a section of funding being allocated for projects related to Ready Central Texas. Hays County has been awarded \$11,220.00 in funds to support the promotion of and education about Ready Central Texas - a mobile app designed by the City of Austin to warn residents of Central Texas about severe weather and disaster events. No match is required.

Grant number 4900201

Grant Period 10/1/23 - 9/30/24

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-656-99-205]

Budget Office:

Source of Funds: HSGP Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: Budget new grant award.

(\$11,220) - Increase Intergovernmental Revenue 001-656-99-205.4301

\$2,000 - Increase Printing 001-656-99-205.5461

\$2,000 - Increase General Supplies 001-656-99-205.5201

\$7,220 - Increase Contract Services 001-656-99-205.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$11,220 in Intergovernmental Revenue

Comments:

Attachments

RTC Application

RCT Notice of Grant Award

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4900201 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County Ready Central Texas Campaign**Status:** Pending OOG Review

Narrative Information

Overview

The purpose of the Homeland Security Grant Program (HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Primary Mission and Purpose

Urban Area Security Initiative (UASI) - Regular: Supports programs that address the unique multidiscipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. Urban areas must employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate.

Eligibility Requirements

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

National Incident Management System (NIMS) Implementation

Grantees are required to implement NIMS. The NIMS uses a systematic approach to integrate the best existing processes and methods into a unified national framework for incident management across all homeland security activities including prevention, protection, response, mitigation, and recovery. Grantees must use standardized resource management concepts for resource typing, credentialing, and an inventory to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Emergency Management Plans (Intermediate Level)

Cities and counties must have a current emergency management plan or be a legally established member of an inter-jurisdictional emergency management program with a plan on file with the Texas Division of Emergency Management (TDEM). Plans must be maintained throughout the entire grant performance period. If you have questions concerning your Emergency Management Plan (preparedness) level, contact your Emergency Management Coordinator (EMC) or your regional Council of Governments (COG). For questions concerning plan deficiencies, contact TDEM at tdem.plans@tdem.texas.gov.

Program Income

Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income through a formal grant adjustment and to secure PSO approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after PSO's approval of a grant adjustment and prior to requesting reimbursement of funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless PSO authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the PSO award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Program Requirements

Building and Sustaining Core Capabilities

1. All capabilities being built or sustained must have a clear link to one or more Core Capabilities in the National Preparedness Goal.
2. Many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate this dual-use quality for any activities implemented under this program that are not explicitly focused on terrorism preparedness. Activities implemented under SHSP must support terrorism preparedness by building or sustaining capabilities that relate to the prevention of, protection from, mitigation of, response to, and recovery from terrorism.
3. Funding should be used to sustain core capabilities. New capabilities should not be built at the expense of maintaining current and critically needed core capabilities. New capabilities must be aligned with capability targets and gaps identified through the THIRA/SPR process.

Mission Areas

The National Preparedness Goal organizes the core capabilities into the five mission areas:

- Prevention. Prevent, avoid or stop an imminent, threatened or actual act of terrorism.
- Protection. Protect our citizens, residents, visitors, and assets against the greatest threats and hazards in a manner that allows our interests, aspirations, and way of life to thrive.
- Mitigation. Reduce the loss of life and property by lessening the impact of future disasters.
- Response. Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident.
- Recovery. Recover through a focus on the timely restoration, strengthening and revitalization of infrastructure, housing and a sustainable economy, as well as the health, social, cultural, historic and environmental fabric of communities affected by a catastrophic incident.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content and requirements.

Project Summary :

Briefly summarize the project, including proposed activities and intended impact.

The Hays County Office of Emergency Services seeks funds to perform a media campaign to raise public awareness for Ready Central Texas. This campaign will include print advertising (flyers, brochures, etc.), items printed with Ready Central Texas information, social media advertising (via official Hays County Facebook pages) and radio ads on two different stations throughout the Austin Area. Hays County hosts two main fairs a

year - one Health Fair and one Emergency Preparedness Fair. During these events, Hays County will provide printed materials and items with information about Ready Central Texas. Throughout the year, Hays County plans to run both social media and radio campaigns to raise public awareness about severe weather and seasonal dangers. Radio campaigns will run for four weeks on two Austin stations - KASE 101 and KVET AM. Any promotional items provided to the public will be in alignment with Training. Social Media posts with information about Ready Central Texas and its showcase at the Hays County Emergency Preparedness fair will be boosted from both the Hays County Official and Hays County Office of Emergency Management Facebook pages.

Problem Statement :

Provide a detailed account of the issues, threats or hazards that your project will target. For federal Homeland Security Grants, include specific references to the regional or state *Threat and Hazard Identification and Risk Assessment (THIRA)*, as applicable.

Some common hazards that projects may target include natural disasters such as hurricanes, tornadoes, severe weather, extreme heat, winter weather, and floods; technological hazards such as chemical spills, power outages, and cyber attacks; and man-made hazards such as terrorism and civil unrest. Severe weather: Central Texas is at risk for severe weather events, including tornadoes, thunderstorms, hail, hurricanes, severe weather, extreme heat, winter weather, and flash floods. These events can cause significant damage to infrastructure and pose a risk to public safety. Additional hazards are also a risk. Wildfires: Central Texas is also at risk for wildfires, particularly during periods of drought or high temperatures. Wildfires can cause significant damage to property and pose a threat to public safety. Public health emergencies: Central Texas is vulnerable to public health emergencies, such as disease outbreaks, pandemics, and bioterrorism. These emergencies can place a significant strain on healthcare systems and pose a risk to public safety. Transportation accidents: Central Texas is a major transportation hub, with several major highways and an airport in the region. Accidents involving transportation infrastructure, including crashes and derailments, pose a risk to public safety and can disrupt transportation systems. Cybersecurity threats: Central Texas is home to several major technology companies and is a hub for innovation in the technology sector. This makes the region vulnerable to cyber attacks and other cybersecurity threats, which can disrupt critical infrastructure and cause significant economic damage. Terrorism: Central Texas is at risk for terrorist attacks, particularly those involving explosives or firearms. These attacks can cause significant damage to infrastructure and pose a threat to public safety. This campaign will address Core Capability Threat and Hazard Identification (pg 33) of the THIRA

Existing Capability Levels :

Describe the existing capability levels, including resources that are currently in place to support this project prior to the use of grant funds.

The Ready Central Texas Campaign is one of the primary capabilities that the region currently employs. This campaign includes all hazard-based marketing campaigns, including paid traditional and earned media, paid and organic social media, and other forms of outreach and engagement. The campaign also includes the Ready Central Texas app, which is a phone-based application that provides emergency warnings, early alerts, and educational information to users. Additionally, the campaign features the ReadyCentralTexas.org website, which serves as an informational hub for all hazard preparedness. The region also provides outreach and community engagement activities throughout the area to support neighborhood preparedness for individuals, families, and neighborhoods. These activities include public education programming that educates residents on the importance of hazard preparedness and how to prepare for emergencies. Furthermore, the region provides youth education by supporting children in kindergarten through 8th grade with emergency preparedness art education and preparedness projects. This capability helps to promote a culture of preparedness among children, which can have a lasting impact on their families and communities.

Capability Gaps:

Describe the capability gaps which will be addressed by the project. For federal Homeland Security Grants, include specific references to the regional or statewide State Preparedness Report (SPR).

Current funding allows for limited public education campaigns. However, with additional funds, Hays County could increase public education through print, social media, and radio. Funds will be used to implement large scale, more impactful campaigns that will reach a greater amount of people. The grant funding is a solution that will address this issue, as it will provide the region with the resources needed to launch a comprehensive public education campaign. The grant funds will enable the region to develop and disseminate targeted messaging to various groups within the community, including those who are traditionally hard-to-reach.

Impact Statement :

Describe the project goals/objectives and how this project will maintain capabilities or reduce capability gaps.

The goal of the Ready Central Texas campaign is to increase public awareness and preparedness for emergencies in the Central Texas region. By providing education, outreach, and supplies, the campaign aims to reduce capability gaps and enhance the region's resilience in the face of emergencies. Through a variety of outreach events and seasonal marketing campaigns, over 1 million people have already been reached. Hays County hopes to expand the current audience.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked with an *Objective from the Texas Homeland Security Strategic Plan (HSSP)*. List the Priority Action by number and text (e.g. 1.2.3 *Expand and enhance the network of human sources that can provide detailed and relevant information on known or suspected terrorist and criminal enterprises.*)

3.1.3 - Provide technical assistance and training to local jurisdictions to encourage the development of hazard mitigation plans based on vulnerability assessments and ensure planning integration at the regional level.

Target Group :

Identify the target group and population expected to benefit from this project.

Hays County, specifically the Office of Emergency Services, will receive this funding. Benefit will extend to all residents in Hays County.

Long-Term Approach:

Describe how the applicant agency will maintain the capabilities supported by this project without additional federal or state funds. If sustainment is dependent upon federal or state grants, describe the ongoing need for future grants, as applicable.

If grant funds are not received, Hays County will continue to be unable to educate the public about Ready central Texas. With sustained funding, the region can maintain robust public education campaigns and impact behavioral change within the community.

You are logged in as **User Name:** judgebecerra

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4900201 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County Ready Central Texas Campaign**Status:** Pending OOG Review**Project Activities Information****HSGP Instructions for Project Activity Selection**

Homeland Security Grant Program (HSGP) applicants should only select one project activity. The eGrants system will allow multiple selections, but each HSGP subrecipient project must fit into one and only one of the Investment Categories that are listed as project activities under the "Activity List".

Urban Area Impact

Identify the Urban Area Strategic Plan Goal and Objective that most closely aligns with this project. List the Goal/Objective specific to your Urban Area Strategic Plan by number and text (*e.g., Goal 5: Interoperable Communications. Sustain standards-based, shared systems with adequate coverage and capacity to facilitate seamless interoperable communications throughout the Urban Area. Objective 2: Complete the deployment of standards-based shared systems to serve the region.*)

Goal 3: Mitigate. Objective 3.1 Use mitigation planning to reduce the threats disasters pose to people, property, and critical functions throughout the state.

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|---------------------------------------|-------------|--|
| Community Preparedness and Resilience | 100.00 | Marketing campaigns to increase hazard based preparedness including radio ads, Facebook advertising and printed materials with Ready Central Texas Information |

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4900201 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County Ready Central Texas Campaign**Status:** Pending OOG Review**Measures Information**

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|--|--------------|
| Number of community preparedness (CCP, CERT or other similar agency sponsored programs) events held. | 2 |
| Number of exercises conducted. | 0 |
| Number of individuals participating in exercises. | 0 |
| Number of people trained. | 0 |
| Number of planning/coordination meetings attended. | 0 |
| Number of planning/coordination meetings conducted (including whole community as appropriate). | 0 |
| Number of plans developed or updated. | 0 |
| Number of plans reviewed. | 0 |
| Number of trainings conducted. | 0 |

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|---|--------------|
| Number of people participating in community preparedness events. | 500 |
| Number of stakeholders participating in planning/coordination meetings. | 8 |

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|-----------------------|--------------|
|-----------------------|--------------|

Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|------------------------|--------------|
|------------------------|--------------|

You are logged in as **User Name:** judgebecerra

[Print This Page](#)
Agency Name: Hays County**Grant/App:** 4900201 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County Ready Central Texas Campaign**Status:** Pending OOG Review**Budget Details Information****Budget Information by Budget Line Item:**

| CATEGORY | SUB CATEGORY | DESCRIPTION | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|--|------------------------------|--|------------|------------|---------------|--------|------------|--------|
| Contractual and Professional Services | Outreach Services (Planning) | \$2,800 for a combination of 15 and 30 second radio spots (240 spots total) over four weeks on KVET (Austin) with a reach of approximately 24,800. | \$2,800.00 | \$0.00 | \$0.00 | \$0.00 | \$2,800.00 | 0 |
| Contractual and Professional Services | Outreach Services (Planning) | \$320 for boosting of Facebook posts highlighting Ready Central Texas from the Hays County Official and Hays County Office of Emergency Management Facebook Pages. | \$320.00 | \$0.00 | \$0.00 | \$0.00 | \$320.00 | 0 |
| Contractual and Professional Services | Outreach Services (Planning) | \$4,100 for a combination of 15 and 30 second radio spots on KASE101 (Austin radio station) over a period of four weeks with a reach of 181,300. | \$4,100.00 | \$0.00 | \$0.00 | \$0.00 | \$4,100.00 | 0 |
| Supplies and Direct Operating Expenses | Office Supplies (Planning) | \$2,000 for printed materials (signs, brochures, | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | 0 |

| | | | | | | | | |
|--|----------------------------|--|------------|--------|--------|--------|------------|---|
| | | pamphlets, flyers) describing Ready Central Texas to be distributed at events for educational and informational purposes | | | | | | |
| Supplies and Direct Operating Expenses | Office Supplies (Planning) | \$2,000 for promotional items branded with Ready Central Texas information to be distributed at events | \$2,000.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 | 0 |

You are logged in as **User Name:** judgebecerra

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4900201 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County Ready Central Texas Campaign**Status:** Pending OOG Review

Homeland Security Information

FUND SOURCE INFORMATION AND REQUIREMENTS

DHS Project Type: Establish/enhance citizen awareness of emergency preparedness, prevention, and response measures

Capabilities

Core Capability: Community Resilience**Identify if this investment focuses on building new capabilities or sustaining existing capabilities.**

: New Capabilities (Build)

Are the assets or activities Deployable or Shareable: Neither Deployable or Shareable☐ Check if this Investment requires new construction or renovation, retrofitting, or modification of existing structures☐ Check if these funds will support a project that was previously funded with HSGP funding

Project Management Step Involved:

Check the step that most closely resembles the phase of the project activities to be completed during the grant period.

Step: Initiate**Description:** The authorization to begin work or resume work on any particular activity.**Process:** Involves preparing for, assembling resources and getting work started. May apply to any level, e.g. program, project, phase, activity, task.

Milestones

Milestone: Gather graphics and information for printing; **Completion Date:** 11-30-2023**Milestone:** Secure radio advertising spots and schedule; **Completion Date:** 06-30-2024**Milestone:** Run social media campaign; **Completion Date:** 09-30-2024

NIMS Resources

☐ Check if this project supports a NIMS typed resource**Enter the name of the typed resources from the Resource Type Library Tool:****Enter the ID of the typed resources from the Resource Type Library Tool:**

You are logged in as **User Name:** judgebecerra

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

| | | | |
|--|--|-------------------------------|-------------|
| Grant Number: | 4900201 | Award Amount: | \$11,220.00 |
| Date Awarded: | 9/26/2023 | Grantee Cash Match: | \$0.00 |
| Grant Period: | 10/01/2023 - 09/30/2024 | Grantee In Kind Match: | \$0.00 |
| Liquidation Date: | 12/29/2024 | Grantee GPI: | \$0.00 |
| Program Fund: | HS-Homeland Security Grant Program (HSGP) | Total Project Cost: | \$11,220.00 |
| Grantee Name: | Hays County | | |
| Project Title: | CPR - Hays County Ready Central Texas Campaign | | |
| Grant Manager: | Dorothy Caston | | |
| Unique Entity Identifier (UEI): | RH4DFY1GC2R3 | | |

| | |
|--|---|
| CFDA: | 97.067 - Homeland Security Grant Program (HSGP) |
| Federal Awarding Agency: | U.S. Department of Homeland Security, Federal Emergency Management Agency |
| Federal Award Date: | 9/11/2023 |
| Federal/State Award ID Number: | EMW-2023-SS-00025 |
| Total Federal Award/State Funds Appropriated: | \$102,000,951.00 |

| | |
|---|---|
| Pass Thru Entity Name: | Texas Office of the Governor – Homeland Security Grants Division (HSGD) |
| Is the Award R&D: | No |
| Federal/State Award Description: | <p>The purpose of the HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 31 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.</p> |



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Jennifer Doinoff

Sponsor:

Commissioner Smith

Agenda Item:

Authorize the Elections Administration Office to purchase four (4) workbench-style tables for elections and amend the budget accordingly. **SMITH/DOINOFF**

Summary:

Purchase of (4) workbench tables with electrical plugs to be used for equipment preventative maintenance, programming, and post-election processes. Tables will be stationed in the live stream hallway to serve as election equipment shelving during elections.

Fiscal Impact:

Amount Requested: \$5,526.80

Line Item Number: 002-655-00.5719_400

Budget Office:

Source of Funds: Election Contract Fee Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$5,527 - Increase Misc. Equipment_Operating 002-655-00.5719_400

(\$5,527) - Decrease Election Expense 002-655-00.5446

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

3 Quotes

BenchDepot™

PO Box G Tecate, CA 91980
(888)-700-9888 Fax (619)-478-2478

Quote

Quote #: **Q184276**
Order Date: **9/27/2023**

Sold To:

HAYS COUNTY ELECTIONS
712 S. STAGECOACH TRAIL
SUITE 1012
SAN MARCOS, TX 78666
512-393-7310

Shipped To:

MELISSA JORDAN
HAYS COUNTY ELECTIONS
712 S. STAGECOACH TRAIL
SUITE 1012
SAN MARCOS, TX 78666
512-393-7310

Aprox. Lead Time: 1-2 Weeks
Carrier: Daylight Transport
3rd Party Acct #:

PO#:
Buyer: Melissa Jordan
Sales Rep: Eddie
Shipping Notes: Over-Length 8'-12'

| Qty | Part Number | Description | Unit Price | Amount |
|---|-------------|---|------------|------------|
| 4 | KW4896-C | Workbench Sanded Butther Block -1.75"Thick Top | \$1,132.00 | \$4,528.00 |
| Height: 38" Frame Color: BLUE Top Color: SANDED | | | | |
| 4 | X8FF | 8 Plugs Installed in FRONT Frame - Facing Forward | \$78.00 | \$312.00 |
| Frame Color: BLUE | | | | |

Customer Notes

| | | |
|-----------------------------|--------------|-------------------|
| DESTINATION DISCOUNT | 3.00% | -\$145.20 |
| SUBTOTAL | | \$4,694.80 |
| TAX 0% | | \$0.00 |
| FREIGHT | | \$832.00 |
| TOTAL | | \$5,526.80 |

[Products](#)

[Uline Products](#)

[Quick Order](#)

[Catalog Request](#)

[Special Offers](#)

[About Us](#)

[Careers](#)

[Continue Shopping](#)

Shopping Cart

[Empty Cart](#) | [Forward](#)

Add Product by Model #

| Model # | Description | Qty | Price | Total | Remove |
|------------|--|--------------------------------|--------------|-----------------------|--------|
| H-7835 | Tabletop Power Strip - 18 Outlet | <input type="text" value="4"/> | \$86.00/EA | \$344.00 | |
| H-9625-MAP | Heavy-Duty Packing Table - 96 x 48", Maple Top | <input type="text" value="4"/> | \$1360.00/EA | \$5,440.00 | |
| | | | | SUBTOTAL = \$5,784.00 | |

Shipping | Sale Code: | [Questions?](#)

\$300+ orders are eligible for a free item.

Search by Keyword or PN



Shopping Cart

Estimate Shipping and Tax

Enter your destination to get a shipping estimate.

Country

United States

State/Province

Texas

Zip/Postal Code

78666

Customer Account

☒ Pay with your own Account \$0.00

4 tables

| | |
|---|-------------------|
| Subtotal | \$6,324.00 |
| Shipping (Customer Account - Pay with your own Account) | \$0.00 |
| Tax | \$521.73 |
| Order Total | \$6,845.73 |

[Proceed to Checkout](#)

As low as \$328.03/mo with **PayPal**. [Learn more](#)

[Call for Sales](#)

[Contact Customer Service](#)


[Check Out with Multiple Addresses](#)

Plus about
850 for
freight

| Item | Price | Qty | Subtotal |
|------|-------|-----|----------|
|------|-------|-----|----------|

| Item | Price | Qty | Subtotal |
|--|-----------------|-----|-----------------|
|  BenchPro A8-48 <u>Back Mounted</u> <u>15-Amp</u> <u>Aluminum Power</u> <u>Strip with 8</u> <u>Outlets, 48"</u> Choose Color: Medium Blue | \$110.67 | 4 | \$442.68 |



| | | | |
|--|-------------------|---|-------------------|
|  BenchPro KWLR4896 <u>48" x 96"</u> <u>Workbench with</u> <u>1.75" Lacquered</u> <u>Maple Butcher</u> <u>Block Work</u> <u>Surface &</u> <u>Rounded Front</u> <u>Edge</u> Choose Height (30" is Standard): 36" Choose Frame Color: Medium Blue | \$1,470.33 | 4 | \$5,881.32 |
|--|-------------------|---|-------------------|



Clear Shopping Cart

Update Shopping Cart

Call for Sales

Apply Discount Code

[Contact Customer Service](#)





Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Judge Becerra

Agenda Item:

Authorize the County Judge to execute Social Service Agency contracts as approved in the Fiscal Year 2024 budget. **BECERRA/DORSETT**

Summary:

Annual contracts that outline approved funding, services provided, and reporting requirements will be executed as approved during the FY24 annual budget process.

Fiscal Impact:

Amount Requested: \$892,250

Line Item Number: 001-895-98]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?:

Comments:

Auditor's Office

G/L Account Validated Y/N?:

New Revenue Y/N?: N/A

Comments:

Attachments

Social Services Contract List

FY 2024 Social Services - Commissioners Court Adopted

Budget Year 2024

| G/L Account | Agency | 2021 Actual Amount | 2022 Actual Amount | 2023 Adopted Budget | 2023 Amended Budget | 2023 Actual Amount | 2024 Requested | 2024 Recommended | 2024 Adopted |
|--|-----------------------|-----------------------|-----------------------|------------------------|------------------------|-----------------------|-------------------|---------------------|--------------|
| Fund 001 - General Fund | | | | | | | | | |
| Department 895 - Community Services | | | | | | | | | |
| Division 98 - Agencies | | | | | | | | | |
| Cost Center 300 - Discretionary Funding | | | | | | | | | |
| 5800 | Grant Funding | - | - | - | - | - | - | 25,000 | - |
| Cost Center 301 - Buda Public Library | | | | | | | | | |
| 5800 | Grant Funding | 35,000 | 35,000 | 35,000 | 35,000 | 26,250 | 90,000 | 35,000 | 35,000 |
| Cost Center 302 - Dripping Springs Library | | | | | | | | | |
| 5800 | Grant Funding | 35,000 | 35,000 | 35,000 | 35,000 | 26,250 | 90,000 | 35,000 | 35,000 |
| Cost Center 303 - Kyle Community Library | | | | | | | | | |
| 5800 | Grant Funding | 35,000 | 35,000 | 35,000 | 35,000 | 26,250 | 90,000 | 35,000 | 35,000 |
| Cost Center 304 - San Marcos Public Library | | | | | | | | | |
| 5800 | Grant Funding | 85,000 | 85,000 | 85,000 | 85,000 | 63,750 | 140,000 | 85,000 | 85,000 |
| Cost Center 305 - Wimberley Village Library | | | | | | | | | |
| 5600 | Project Contributions | 100,000 | 200,000 | - | - | - | - | - | - |
| 5800 | Grant Funding | 35,000 | 35,000 | 35,000 | 35,000 | 26,250 | 90,000 | 35,000 | 35,000 |
| Cost Center 308 - Hays County Crimestoppers | | | | | | | | | |
| 5800 | Grant Funding | 5,000 | 5,000 | 5,000 | 5,000 | 3,750 | 10,000 | 5,000 | 5,000 |
| Cost Center 315 - Indigenous & Tejano Comm Council | | | | | | | | | |
| 5800 | Grant Funding | - | - | 10,000 | 10,000 | 7,500 | 25,000 | 10,000 | 10,000 |
| Cost Center 317 - Community Action | | | | | | | | | |
| 5800 | Grant Funding | 19,000 | 19,000 | 19,000 | 19,000 | 14,250 | 26,000 | 19,000 | 19,000 |
| Cost Center 318 - Wimberley Sr Citizens | | | | | | | | | |
| 5800 | Grant Funding | 10,000 | 10,000 | 10,000 | 10,000 | 7,500 | 15,000 | 10,000 | 10,000 |
| Cost Center 319 - Greater San Marcos Sr Citizens | | | | | | | | | |
| 5600 | Project Contributions | - | - | 40,000 | 40,000 | 40,000 | - | - | - |
| 5800 | Grant Funding | 4,000 | 4,000 | 10,000 | 10,000 | 7,500 | 10,000 | 10,000 | 10,000 |
| Cost Center 320 - Kyle Area Sr Zone | | | | | | | | | |
| 5600 | Project Contributions | - | 200,000 | - | - | - | - | - | - |
| 5800 | Grant Funding | 12,000 | 12,000 | 12,000 | 12,000 | 9,000 | 20,000 | 12,000 | 12,000 |

FY 2024 Social Services - Commissioners Court Adopted

Budget Year 2024

| G/L Account | Agency | 2021 Actual Amount | 2022 Actual Amount | 2023 Adopted Budget | 2023 Amended Budget | 2023 Actual Amount | 2024 Requested | 2024 recommended | 2024 Adopted |
|--|-----------------------|-----------------------|-----------------------|------------------------|------------------------|-----------------------|-------------------|---------------------|--------------|
| Cost Center 321 - Hill Country Sr Citizens | | | | | | | | | |
| 5800 | Grant Funding | 22,500 | 22,500 | 22,500 | 22,500 | 16,875 | 25,000 | 22,500 | 22,500 |
| Cost Center 322 - Onion Creek Sr Citizens | | | | | | | | | |
| 5800 | Grant Funding | 12,000 | 12,000 | 12,000 | 12,000 | 9,000 | 15,000 | 12,000 | 12,000 |
| Cost Center 323 - Combined Community Action | | | | | | | | | |
| 5800 | Grant Funding | 13,000 | 13,000 | 13,000 | 13,000 | 9,750 | 15,000 | 13,000 | 13,000 |
| Cost Center 324 - The Friends Foundation | | | | | | | | | |
| 5800 | Grant Funding | 4,000 | 4,000 | 4,000 | 4,000 | 3,000 | 5,000 | 4,000 | 4,000 |
| Cost Center 326 - Hays Co Area Food Bank | | | | | | | | | |
| 5800 | Grant Funding | 55,000 | 55,000 | 55,000 | 55,000 | 36,667 | 85,000 | 55,000 | 55,000 |
| Cost Center 332 - Hays Co SWCD #351 | | | | | | | | | |
| 5800 | Grant Funding | 4,500 | 4,500 | 4,500 | 4,500 | 3,375 | 7,500 | 4,500 | 4,500 |
| Cost Center 338 - Hays Caldwell Alcohol & Drug Abuse | | | | | | | | | |
| 5800 | Grant Funding | 37,500 | 37,500 | 37,500 | 37,500 | 28,125 | 50,000 | 37,500 | 37,500 |
| Cost Center 339 - Hays-Caldwell Women's Center | | | | | | | | | |
| 5600 | Project Contributions | - | 300,000 | - | - | - | - | - | - |
| 5800 | Grant Funding | 80,000 | 80,000 | 80,000 | 80,000 | 60,000 | 95,000 | 80,000 | 80,000 |
| Cost Center 340 - Scheib Opportunity Center | | | | | | | | | |
| 5800 | Grant Funding | 42,500 | 42,500 | 42,500 | 42,500 | 31,875 | 42,500 | 42,500 | 42,500 |
| Cost Center 341 - Southside Community Center | | | | | | | | | |
| 5800 | Grant Funding | 25,000 | 25,000 | 25,000 | 25,000 | 18,750 | 50,000 | 25,000 | 25,000 |
| Cost Center 350 - San Marcos Youth Service Bureau | | | | | | | | | |
| 5800 | Grant Funding | 13,500 | 13,500 | 13,500 | 13,500 | 10,125 | 23,000 | 13,500 | 13,500 |
| Cost Center 351 - Greater SM Youth Shelter | | | | | | | | | |
| 5800 | Grant Funding | 70,000 | 70,000 | 70,000 | 70,000 | 52,500 | 80,000 | 70,000 | 70,000 |
| Cost Center 352 - CASA of Central Texas | | | | | | | | | |
| 5600 | Project Contributions | - | 200,000 | - | - | - | - | - | - |
| 5800 | Grant Funding | 40,000 | 40,000 | 40,000 | 40,000 | 30,000 | 100,000 | 40,000 | 40,000 |

FY 2024 Social Services - Commissioners Court Adopted

Budget Year 2024

| G/L Account | Agency | 2021 Actual Amount | 2022 Actual Amount | 2023 Adopted Budget | 2023 Amended Budget | 2023 Actual Amount | 2024 Requested | 2024 Recommended | 2024 Adopted |
|--|-----------------------|-----------------------|-----------------------|------------------------|------------------------|-----------------------|-------------------|---------------------|--------------|
| Cost Center 353 - Big Brothers and Big Sisters | | | | | | | | | |
| 5800 | Grant Funding | 5,250 | 5,250 | 5,250 | 5,250 | 3,938 | 10,000 | 5,250 | 5,250 |
| Cost Center 354 - Hays Co Child Protective Board | | | | | | | | | |
| 5600 | Project Contributions | 64,495 | 44,846 | - | 33,424 | 33,422 | - | - | - |
| 5800 | Grant Funding | 60,000 | 60,000 | 60,000 | 60,000 | 45,000 | 60,000 | 60,000 | 60,000 |
| Cost Center 360 - Pet Prevent a Liter | | | | | | | | | |
| 5600 | Project Contributions | - | 3,880 | - | - | - | - | - | - |
| 5800 | Grant Funding | 20,625 | 25,000 | 35,000 | 35,000 | 26,250 | 60,000 | 35,000 | 35,000 |
| Cost Center 366 - Nosotros La Gente | | | | | | | | | |
| 5800 | Grant Funding | 5,000 | 5,000 | 5,000 | 5,000 | 3,750 | 5,000 | 5,000 | 5,000 |
| Cost Center 368 - Indigeneous Cultures | | | | | | | | | |
| 5800 | Grant Funding | 1,500 | 1,500 | 1,500 | 1,500 | 1,125 | 5,000 | 1,500 | 1,500 |
| Cost Center 375 - CARTS Hays Co Transit | | | | | | | | | |
| 5800 | Grant Funding | 20,000 | 20,000 | 20,000 | 20,000 | 15,000 | 25,000 | 20,000 | 20,000 |
| Cost Center 381 - Hays Co Dispute Resolution Ctr | | | | | | | | | |
| 5600 | Project Contributions | - | - | 50,000 | 50,000 | 50,000 | - | - | - |
| Cost Center 384 - Friends of Family Justice Center | | | | | | | | | |
| 5600 | Project Contributions | 45,000 | - | - | - | - | - | - | - |
| 5800 | Grant Funding | 10,000 | 55,000 | 55,000 | 55,000 | 41,250 | - | - | - |
| Cost Center 385 - Capital Idea | | | | | | | | | |
| 5800 | Grant Funding | 30,000 | 50,000 | 55,000 | 55,000 | 41,250 | 100,000 | 55,000 | 55,000 |
| Fund 001 | General Fund Totals | 1,056,370 | 1,864,976 | 1,037,250 | 1,070,674 | 829,277 | 1,464,000 | 917,250 | 892,250 |



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item

Approve setting the salary for the Senior Staff Engineer in the Transportation Department at a Grade 127.
SHELL/BORCHERDING

Summary

The Senior Staff Engineer was inadvertently not graded in the recent Classification and Compensation Study. Human Resources has reviewed and based on market data the position best aligns with Grade 127 in the adopted plan.



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant award from the Office of the Governor, Criminal Justice Division, First Responder Mental Health Program in the amount of \$8,065.00 and amend the budget accordingly.

INGALSBE/T.CRUMLEY/CUTLER

Summary:

On January 31, 2023, the Commissioners Court approved the submittal of a grant award to the Office of the Governor First Responder Mental Health grant program. The Office of the Governor has determined the maximum award for this grant is \$8,065.00. The grant funds will be used to support counseling services for Sheriff's Office staff, dispatchers and the Sheriff's Office Peer Support Group. There is no match required for this grant. Hays County has been a recipient of this grant since 2022.

Grant Number 4464102

Grant period: 10/01/23 - 9/30/24

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-99-199]

Budget Office:

Source of Funds: OOG Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: Budget new grant award.

(\$8,065) - Increase Intergovernmental Revenue 001-618-99-199.4301

\$8,065 - Increase Contract Services 001-618-99-199.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$8,065 in Intergovernmental Revenue

Comments:

Attachments

Application

Statement of Grant Award

[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4464102 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County First Responder Peer Support and Mental Health**Status:** Pending AO Acceptance of Award

Narrative Information

Introduction

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

The funding announcement, located on the [eGrants Calendar](#) page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Program-Specific Questions

Culturally Competent Victim Restoration

Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Provide information in this section regarding how your organization is culturally competent when providing services to victims.

Hays County uses an outside counseling service who specializes in caring for first responders, veterans and their families. This allows the officers to receive the most effective care possible as officers often face very unique struggles.

Culturally Specific and Underserved Populations

Following are relevant definitions needed to answer this question.

- Underserved populations means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.
- Culturally specific means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g))).
- Racial and ethnic minority group means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.
- Hispanic means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

Does your program have a primary focus on serving a culturally specific population? (The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization's primary focus must be on providing culturally competent services designed to meet the specific needs of the target population in order to justify a YES response in the section below.)

☐ Yes

☒ No

If you answered '**YES**' above, you must explain in the box below how your organization's program is specifically designed to focus on and meet the needs of culturally specific populations. If this item does not apply enter '**N/A**'.

N/A

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Forensic Medical Examination Payments

Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 120 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Confidentiality and Privacy

Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law. Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Activities that Compromise Victim Safety and Recovery

Applicant agrees to not engage in activities that jeopardize victim safety, deter or prevent physical or emotional healing for victims, or allow offenders to escape responsibility for their actions.

Polygraph Testing Prohibition

A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders

Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Offender Firearm Prohibition

The applicant certifies that its judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 18 USC § 992(g)(8) and (g)(9).

Criminal Charges

In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Cybersecurity Training Requirement

Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the [CCybersecurity Training Certification for State and Local Government](#). A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the [Texas Department of Information Resources Statewide Cybersecurity Awareness Training](#) page.

Criminal History Reporting

Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both

adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)

Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses

In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

Immigration Legal Services

PSO prioritizes funding of projects that provide a full spectrum of counseling, crisis services, and other direct victim services. PSO will not fund projects that focus primarily on immigration legal services and do not provide a significant level of other types of victim services.

Discrimination

Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Records

Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Volunteers

If awarded VOCA funds, applicant agrees to use volunteers to support either the project or other agency-wide services/activities, unless PSO determines that a compelling reason exists to waive this requirement.

Crime Victims' Compensation

Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Community Efforts

Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Civil Rights Information

Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by PSO. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime

Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks,

some federal buildings, and military installations.)

No Charge

Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VOCA funds.

Effective Services

Applicants applying for funds to provide victim services must demonstrate a record of providing effective services to crime victims. (See "Eligible Organizations" in the Funding Announcement.)

College Campus Confidential Direct Services Providers

All personnel compensated through OOG or match funds are Confidential Direct Service Providers that maintain victim's confidentiality for all case information (written or oral) and share information only at the victim's request and with the victim's informed consent, except when release of information is required by law. Confidential Direct Service Providers compensated with grant funds shall not be required to disclose client or case information to any entity, including a campus Title IX officer or coordinator, except when release of information is required by law. A victim may not be coerced or required to file a report or disclose information regarding their victimization with any entity as a condition of receiving services from a Confidential Direct Service Provider.

Failure to comply with this certification may result in PSO, at its sole discretion, withholding reimbursement on personnel line items contained in the program budget until satisfactory evidence of compliance is provided.

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2024 or the end of the grant period, whichever is later.

Policies that Prohibit or Materially Limit the Enforcement of Immigration Laws

Each non-profit 501(c)(3) organization must certify that it does not have, and will continue not to have any policy, procedure, or agreement (written or unwritten) that in any way encourages, induces, entices, or aids any violations of immigration laws. Additionally, the organization certifies that it does not have in effect, purport to have in effect, and is not subject to or bound by any rule, policy, or practice (written or unwritten) that would: (1) encourage the concealment, harboring, or shielding from detection of fugitives from justice or aliens who illegally came to, entered, or remained in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, the organization certifies that it will not adopt, enforce, or endorse a policy which prohibits or materially limits the enforcement of immigration laws, and will not, as demonstrated by pattern or practice, prohibit or materially limit the enforcement of immigration laws.

Each non-profit organization must download, complete and then upload into eGrants the [CEO/NGO Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Shari Miller

Enter the Address for the Civil Rights Liaison:

712 S. Stagecoach Trail Ste. 1063 San Marcos, TX 78666-6230

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

(512) 393-2245

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

The Hays County Sheriffs Office is seeking funding to continue the Peer Support Group and counseling services for officers as well as dispatchers. Officers and dispatchers will be able to seek counseling services from a trained professional for duty-related issues. The Hays County Sheriffs Office also offers a Peer Support Group that allows officers to be trained to identify when issues may be surfacing in their colleagues in which therapy may be beneficial in order to help their mental state. The Peer Support Group allows officers to have accessible points of contact - their colleagues - to go to when facing struggles. Peer Support Group members can then offer judgement free advice and information on therapy available through the Hays County Sheriffs Office.

Problem Statement :

The Hays County Sheriffs Office historically used funds from the county's insurance provider in order to offer cost free therapy services for first responders for duty-related issues. Due to changes in the insurance providers policy, these services were no longer covered as of January 1, 2022. Hays County is seeking funding to be able to provide these essential services for officers. The program is designed to mitigate stressful incidents in order to minimize the damaging effects they can have on personnel and workplace environments, allowing officers to more effectively perform their jobs. Often officers and dispatchers may not know about services that are available to them or may feel uncomfortable reaching out for help. The Peer Support Group is designed to give officers the skills to identify when their colleagues may be in need of help or just need someone to talk to. The Peer Support Group is completely voluntary and officers sign-up to be trained and to help their colleagues.

Supporting Data :

In 2021, the Hays County Sheriffs Office used an average of 5 hours per month of counseling services. In 2022, the contracted counseling service that Hays County uses will be raising their hourly rate by almost 30%. 2021 was the first year that the Peer Support Group formed. Because of the pandemic there was not an option for the counseling service to offer their in person two day training.

Project Approach & Activities:

If officers or dispatchers feel that they are struggling with their mental health due to duty-related incidents, they are able to access counseling services through a therapist who specializes in counseling for first responders. Additionally, officers who are interested in serving their colleagues may volunteer to be a part of the Peer Support Group. These officers are trained to serve as a safe space for their colleagues and to identify when fellow officers may be in need of or may benefit from the counseling services offered through the Sheriffs Office. A two day intensive training will be offered twice a year for officers who are interested in serving as part of the Peer Support Group.

Capacity & Capabilities:

The Hays County Sheriffs Office has an established relationship with a contracted counselor who is a Doctor of Psychology (PsyD) and a Licensed Clinical Social Worker (LCSW) who specializes in first responder and veteran mental health. Hays County will serve as the fiscal agent for this grant funded position. Hays County has managed roughly 8.1 million dollars in federal grant funding and 2.3 million dollars in state grant funding in the year 2021 and has successfully completed all obligations for grant funded projects. For the purpose of this program, assistance will be given to the project leads by the Hays County Grants Department and Hays County Auditing, of which has expertise in managing state and federal grants and has the capacity to conduct the

required accounting, auditing, and programmatic reporting

Performance Management :

The Hays County Sheriffs Office collects information about how many hours of counseling are used each month by staff. Information will also be collected on how many officers attend the two day peer support group training.

Target Group :

The target group is the Hays County Sheriffs Officers including the correctional facility staff and officers as well as 9-1-1 dispatchers, who have experienced traumatic events.

Evidence-Based Practices:

In 2021, the Texas Department of State Health Services (DSHS) released a survey done by Project HEROES. In a survey of approximately 1500 first responders in Texas, 60% expressed that they exhibit symptoms of a significant mental disorder "including physical symptoms, sleep disturbance, and anger." By offering counseling services at no-cost to its employees, The Hays County Sheriffs Office allows their officers to be more focused, calm, and level-headed in the line of duty.

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[Print This Page](#)**Agency Name:** Hays County**Grant/App:** 4464102 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County First Responder Peer Support and Mental Health**Status:** Pending AO Acceptance of Award

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

First Responder Mental Health Programs

Program Organization and Characteristics

Is this a new program or building capacity for an existing program?

☐ New Program

☒ Building Capacity for an Existing Program

In the space below NEW programs should describe any completed needs assessments and/or steps taken to date. Additionally, all programs must describe how services will be provided – internally, externally, or a hybrid of both – and who will provide them. Finally, describe the guidelines used to manage case load under the program.

N/A

Describe where in the organizational chart will the program reside and under whose authority. Where will program activities physically take place? If the program is housed in the same building as operations, address how the program will mitigate any stigma associated with utilizing the program.

Counseling services will be contracted out to Tania Glenn and Associates. These services will take place at Tania Glenn and Associates' office. The contract will be monitored by the Hays County Sheriffs Office. The Peer Support Group will reside under the authority of the Hays County Sheriffs Office. Stigma associated with using the program will be mitigated by leaders within the Hays County Sheriffs Office promoting and positively representing the program and sharing its benefits.

Target Group

For each of the target populations below, identify whether all services will be available to each, a subset of services will be provided, or only referrals will be offered (Note: if only referrals will be offered, you may be asked to submit a copy of your referral policy):

Line Officers, Command Staff, and Administrators:

☒ All services

☐ Subset of services

☐ Referrals only

☐ Not served

Dispatchers:

☒ All services

☐ Subset of services

☐ Referrals only

☐ Not served

Non-Sworn Personnel (e.g., crime scene technicians):

☐ All services

☐ Subset of services

☐ Referrals only

☒ Not served

Family Members of First Responders:

- ☐ All services
- ☐ Subset of services
- ☐ Referrals only
- ☒ Not served

Other Nearby Law Enforcement Personnel (e.g., officers from other departments, federal agents or corrections officers):

- ☒ All services
- ☐ Subset of services
- ☐ Referrals only
- ☐ Not served

First Responders Exposed to Traumatic/Critical Incidents (e.g., exposure to violent crime, line-of-duty death or serious injury, officer-involved shootings, or mass trauma):

- ☒ All services
- ☐ Subset of services
- ☐ Referrals only
- ☐ Not served

In the space below, list the **types of incidents** that are targeted for services:

Examples of critical incidents that may prompt the support of the Peer Support Group include: line of duty incidents resulting in serious injury, accidents resulting in serious injury, fire/tornado/flood/other wedding events resulting in serious injury, deaths (work related or personal), multiple casualties/disaster events, suicide events, and hostage and or targeted employee events. Other events may warrant the support of the Peer Support Group at the discretion of the team. Officers may also seek counseling services during times of crisis as a result of work related events and stresses.

Referral Network Description

Describe the types and method of referrals provided for each of the six target populations described above. Distinguish between voluntary and mandatory referrals. Describe the plan for an escalation referral system (when in-house services are not capable of handling a particular situation).

Referrals may occur in the following ways: 1) An employee may contact any Peer Supporter, the HR director, or a Peer Support Coordinator for a referral to use either the contracted counseling services or to receive support from a Peer Supporter. 2) An employee aware of another employee who may need assistance can initiate a referral by contacting any Peer Supporter, the HR director, or a Peer Support Coordinator. The referred employee would then be contacted to assess their receptiveness to Peer Support intervention. 3) Supervisory personnel have the authority and responsibility to recommend a Peer Supporter to employees when appropriate. This support is voluntary and the employee cannot be ordered to participate. The employee will be assured that the consultation is solely for their benefit and will remain confidential 4) Any employee or family member of an employee may contact any member of the Peer Support program or HR to seek assistance or support. Contact information for Peer Support Program coordinators will be provided. Participation is voluntary. Under most circumstances, referrals to both the Peer Support Group and counseling services are voluntary. However, under certain circumstances the Human Resource Director may direct an employee to use the provided counseling services. The contracted psychologist will then make a determination to the Sheriff and their designee about the length of time the employee should remain in consultation.

Notification of Services

Describe the types of informational materials produced and how they are distributed or made available to employees.

Informational materials with contact and program information are provided and placed around the Hays County Sheriffs Office and 9-1-1 Dispatch Center so that they are easily accessible for employees. Supervisors are also ready with information that can be provided to employees whenever needed.

Required Peer Support Program

Describe how this program employs the Peer Support Network model to facilitate communication and continuity of care. For additional information, consult the [International Association of Chiefs of Police Peer Support Guidelines](#).

Members of the Peer Support Group will have the opportunity to attend a training held by the contracted psychologist Tania Glenn to learn best practices and tactics for identifying fellow employees in crisis mode. This training will cover topics like problem solving skills, problem assessments, both verbal and non-verbal communication, and more. The Peer Support Group has a formal policies and procedures document that helps frame their duties.

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|----------|-------------|-------------|
|----------|-------------|-------------|

| | | |
|-------------------------------------|-------|---|
| Peer Support Groups | 25.00 | Officers volunteer to participate in the peer support program in order to serve as a resource for their colleagues and identify when fellow officers may benefit from or need to access counseling services |
| Professional Therapy and Counseling | 75.00 | Officers will have access to a professional therapist who specializes in services for first responders. |

CJD Purpose Areas

| PERCENT DEDICATED | PURPOSE AREA | PURPOSE AREA DESCRIPTION |
|-------------------|--------------|--------------------------|
|-------------------|--------------|--------------------------|

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Measures Information

Objective Output Measures

| OUTPUT MEASURE | TARGET LEVEL |
|---|--------------|
| Number of counseling hours provided to survivors. | 65 |
| Number of support group sessions held. | 2 |
| Number of survivors participating in support groups. | 13 |
| Number of survivors receiving counseling / therapy. | 10 |
| Number of victims / survivors seeking services who were served. | 20 |

Objective Outcome Measures

| OUTCOME MEASURE | TARGET LEVEL |
|-----------------|--------------|
|-----------------|--------------|

Custom Output Measures

| CUSTOM OUTPUT MEASURE | TARGET LEVEL |
|-----------------------|--------------|
|-----------------------|--------------|

Custom Outcome Measures

| CUSTOM OUTCOME MEASURE | TARGET LEVEL |
|------------------------|--------------|
|------------------------|--------------|

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Agency Name: Hays County**Grant/App:** 4464102 **Start Date:** 10/1/2023 **End Date:** 9/30/2024**Project Title:** Hays County First Responder Peer Support and Mental Health**Status:** Pending AO Acceptance of Award**Budget Details Information****Budget Information by Budget Line Item:**

| CATEGORY | SUB CATEGORY | DESCRIPTION | OOG | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|---------------------------------------|---|--|------------|------------|---------------|--------|------------|--------|
| Contractual and Professional Services | Non-Substance Abuse-Related Case Management, Forensic Interviews, Counseling, Outpatient, and/or Treatment Services | Tania Glenn & Associates, PA will provide services. Services are \$90/hr and are billed each month. \$81.25/hr of these costs will be covered with grant funds and the remaining costs will be covered by Hays County. Services include counseling sessions for Sheriffs Officers. Tania Glenn specializes in mental health services for first responders, veterans, and their family members. The \$5,281.25 allocated will allow for up to 65 hours of counseling for officers | \$5,281.25 | \$0.00 | \$0.00 | \$0.00 | \$5,281.25 | 0 |
| Contractual and Professional Services | Professional, Presentation, and/or Training Services | Training costs are for Tania Glenn (contractor) to provide a 2.5 day | \$2,783.75 | \$0.00 | \$0.00 | \$0.00 | \$2,783.75 | 0 |

| | | | | | | | | |
|--|--|--|--------|--------|--------|--------|--------|---|
| | | training, twice a year, for officers interested in participating in the Hays County Sheriffs Office Peer Support Group. This training will allow officers to better identify potential problems or mental health needs in fellow officers in order to better support them. Training will occur twice per year. | | | | | | |
| Supplies and Direct Operating Expenses | Office Supplies (e.g., paper, postage, calculator) | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | 0 |

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Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

☒ Yes

☐ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Contracts will be monitored by the Hays County Auditors office as well as the Office of General Counsel.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

☐ Yes

☐ No

☒ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

☐ Yes
☒ No
☐ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2023

Enter the End Date [mm/dd/yyyy]:

9/30/2024

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

23688203

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

4384584

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

☒ Yes
☐ No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

3/29/2022

Equal Employment Opportunity Plan

Compliance

The EEOP certification information must be submitted to the Office of Civil Rights, Office of Justice Programs through their on-line [EEOP Reporting Tool](#). For more information and guidance on how to complete and submit the federal EEOP certification information, please visit the US Department of Justice, Office of Justice Programs website at <https://ojp.gov/about/ocr/eeop.htm>.

Type I Entity

Defined as an applicant that meets one or more of the following criteria:

- has less than 50 employees;
- is a non-profit organization;
- is a medical institution;
- is an Indian tribe;
- is an educational institution, or
- is receiving a single award of less than \$25,000.

Requirements

- The applicant agency is exempt from the requirement to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42, subpart E;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP Certification information the Office for Civil Rights (OCR) to claim the exemption from developing an EEOP.

Type II Entity

Defined as an applicant that meets the following criteria:

- has 50 or more employees, and
- is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of OOG, OOG's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services;
- the applicant must submit EEOP information to the Office for Civil Rights (OCR) to claim the exemption from submitting an EEOP to OCR; and
- the EEOP is required to be on file with the applicant agency.

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Shari Miller Human Resources Director 712 S. Stagecoach Trail, Suite 1063 San Marcos, Tx 78666 Phone: 512-393-2245 Fax: 512-393-2227

Type III Entity

Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the applicant must submit EEOP information to the Office for Civil Rights (OCR).

Certification

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

- ☐ Type I Entity
☒ Type II Entity
☐ Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application 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; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- ☒ I Certify
☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

FFATA Certification

Certification of Recipient Highly Compensated Officers

The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- ☒ Yes
☐ No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- ☒ Yes
☐ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

0

Position 2 - Name:

Position 2 - Total Compensation (\$):

0

Position 3 - Name:

Position 3 - Total Compensation (\$):

0

Position 4 - Name:

Position 4 - Total Compensation (\$):

0

Position 5 - Name:

Position 5 - Total Compensation (\$):

0

You are logged in as **User Name:** scorprew

Statement of Grant Award (SOGA)

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

| | | | |
|--|---|-------------------------------|------------|
| Grant Number: | 4464102 | Award Amount: | \$8,065.00 |
| Date Awarded: | 9/21/2023 | Grantee Cash Match: | \$0.00 |
| Grant Period: | 10/01/2023 - 09/30/2024 | Grantee In Kind Match: | \$0.00 |
| Liquidation Date: | 12/29/2024 | Grantee GPI: | \$0.00 |
| Program Fund: | VA-Victims of Crime Act Formula Grant Program | Total Project Cost: | \$8,065.00 |
| Grantee Name: | Hays County | | |
| Project Title: | Hays County First Responder Peer Support and Mental Health | | |
| Grant Manager: | Brandi Barba | | |
| Unique Entity Identifier (UEI): | RH4DFY1GC2R3 | | |
| CFDA: | 16.575 - Victims of Crime Act Formula Grant Program | | |
| Federal Awarding Agency: | U.S. Department of Justice, Office of Justice Programs, Office for Victims of Crime | | |
| Federal Award Date: | 8/25/2022 | | |
| Federal/State Award ID Number: | 15POVC-22-GG-00807-ASSI | | |
| Total Federal Award/State Funds Appropriated: | \$124,379,369.00 | | |
| Pass Thru Entity Name: | Texas Office of the Governor – Criminal Justice Division (CJD) | | |
| Is the Award R&D: | No | | |

**Federal/State Award
Description:**

This grant award provides funds from the Crime Victims Fund to enhance crime victim services in the State. Victims of Crime Act (VOCA) assistance funds are typically competitively awarded by the State to local community-based organizations that provide direct services to crime victims



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T.CRUMLEY

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the acceptance of a grant award from the Patrick Leahy Bulletproof Vest Partnership in the amount of \$970.07.
INGALSBE/T.CRUMLEY

Summary:

On July 11, 2023, Commissioners Court approved the submission of a grant application to the Patrick Leahy Bulletproof Vest Partnership (BVP) Grant program. The Hays County Sheriff's Office was awarded \$979.07 for the purchase of bulletproof vests. The Patrick Leahy Bulletproof Vest Partnership (BVP) Grant program provides 50% of the cost per unit to purchase bulletproof vests for law enforcement officers. There is a cash match of \$979.07 to meet grant eligibility requirements.

Fiscal Impact:

Amount Requested: \$979.07 cash match
Line Item Number: 001-618-99-206]

Budget Office:

Source of Funds: DOJ Grant Funds
Budget Amendment Required Y/N?: Yes
Comments: Budget new grant award. Requires 50% cash match, recommend county-wide contingencies.
(\$980) - Increase Intergovernmental Revenue 001-618-99-206.4301
\$1,960 - Increase Law Enforcement Equipment_Operating 001-618-99-206.5717_400
(\$980) - Decrease County Wide contingencies 001-645-00.5399

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A
Comments:

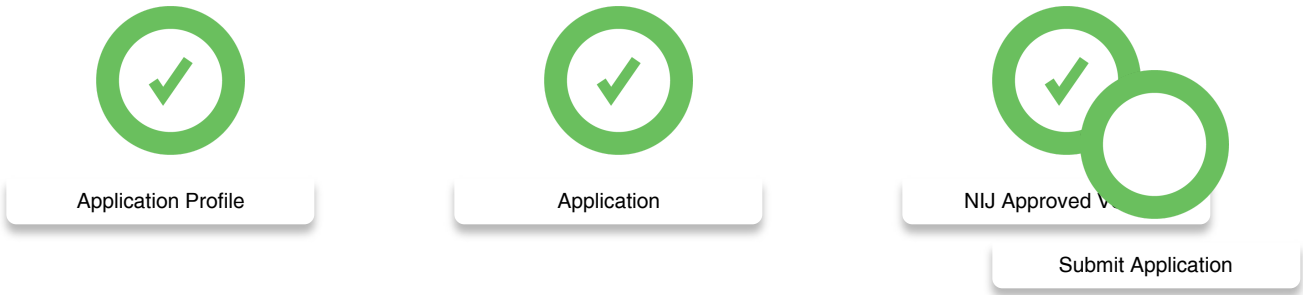
Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, \$980 in Intergovernmental Revenue
Comments:

Attachments

Application

SUBMIT APPLICATION



PLEASE NOTE: Applications for funding may be submitted for the purchase of any armor that meets the established NIJ ballistic or stab standards ordered on or after April 1, 2023. Once the open application period closes, funding levels will be established and all applicants will be notified.

APPLICATION PROFILE

| | |
|----------------------------|-------------|
| Participant | HAYS COUNTY |
| Fiscal Year | 2023 |
| Number of Agencies Applied | 1 |

| | |
|---|-----|
| Total Number of Officers for Application | 168 |
| Number of Officers on Approved Applications | 168 |

APPLICATION PROFILE

| | | |
|--|-----------------------------------|------|
| Fiscal Year | | 2023 |
| Vest Replacement Cycle ⓘ | | 5 |
| Number of Officers | | 168 |
| Number of Emergency Replacement Needs ⓘ | Number of Stolen or Damaged | 0 |
| | Number of Officer Turnover | 0 |

SUBMIT APPLICATION FOR FUNDING FOR BVP APPROVAL

Application for Funding

| Name | Quantity | Extended Cost | Tax, S&H* | Total Cost |
|-------------|----------|---------------|-----------|-------------|
| HAYS COUNTY | 27 | \$20,331.00 | \$297.32 | \$20,628.32 |

| Name | Quantity | Extended Cost | Tax, S&H* | Total Cost |
|--------------|----------|---------------|-----------|-------------|
| Grand Totals | 27 | \$20,331.00 | \$297.32 | \$20,628.32 |

Requested BVP Portion of Total Cost, up to: \$10,314.16

* Total Taxes, Shipping and Handling Cost for each Application

SUBMIT APPLICATION FOR BVP APPROVAL

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time for all components of a jurisdiction to complete and file this Application for Funding form is two hours. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you may use the Suggestions e-mail option on this BVP web site, or you may write to the BVP, c/o Bureau of Justice Assistance, 810 Seventh Street NW, Washington, DC, 20531.



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Accept amended towing service fees related to the Hays County Sheriff's Office Wrecker Service Agreement, effective January 1, 2022. **INGALSBE/CUTLER**

Summary:

Agreement attached.

Fiscal Impact:

Amount Requested: None

Line Item Number:

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: None

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?:

Comments:

Auditor's Office:

G/L Account Validated Y/N?:

New Revenue Y/N?: N/A

Comments:

Attachments

HSCO Wrecker (Redline)

HSCO Wrecker (Clean)

HAYS COUNTY SHERIFF'S OFFICE WRECKER SERVICE AGREEMENT

UPDATED JANUARY 1, 2022

This AGREEMENT is made and entered into by and between the Hays County Sheriff's Office and the undersigned Towing Company ("Company").

I. SUBJECT OF AGREEMENT

The following Agreement provides the terms and conditions of towing services for the Hays County Sheriff's Office ("HCSO") wrecker rotation list.

II. TERM

The term of this Agreement for wrecker services will begin on ~~the date executed~~ January 1, 2022 and will be in effect until terminated by either party. This Agreement will be reviewed on an annual basis. This Agreement may be terminated at any time by either party in accordance with the termination provisions in Section IX of this Agreement.

III. SERVICES PROVIDED

Company shall have the right, subject to the terms and conditions of this Agreement, to provide non-consensual towing service for the HCSO. In accordance with the following terms and conditions, Company shall provide all labor, equipment and materials, and perform all necessary work for the removal of vehicles from public streets, ways and other public property within Hays County. Services also include removal of vehicles from private property when directed by the Sheriff or his designee. In addition, Company agrees, on a voluntary basis, to provide towing service for wrecked and disabled vehicles owned by Hays County and transport said wrecked and disabled vehicles to a location specified by County at a reduced rate of non-consent tows as set forth below.

IV. WRECKER SERVICE SPECIFICATIONS

A. Wrecker Rotation List

The HCSO will create and maintain a rotation list of towing companies which desire to perform non-consent tows and to tow Hays County vehicles in designated response areas of Hays County. The HCSO will maintain three rotation lists and will consist of light duty non-consent and crash tows, medium and heavy non-consent and crash tows, and a voluntary list for Hays County owned vehicles classified as light, medium, and heavy. If HCSO is unable to obtain volunteers or if volunteers are otherwise not available when needed to tow county owned vehicles, it reserves the right to contract with a company of its choosing for such tows.

The HCSO will divide Hays County into geographical response areas for the rotation of towing assignments. Each owner may only operate one company in each of the service areas. Company may request which geographical response area(s) in which it desires to receive towing assignments. HCSO will select and determine towing assignments based on needs of each geographical response area(s). The Sheriff or his designee will have the final decision on towing assignments. The rotation of assignments within each response area will be handled independently of the other response areas. When a HCSO deputy determines that the owner or operator of a vehicle requiring towing has no preference or is unable to select a towing company, the deputy will request that a towing company be selected from the list and called to execute the tow. The companies will be selected in rotating order on the basis of their position on the list.

B. Vehicle Storage Facilities

1. For each non-consent tow, Company must tow the vehicle to a Texas Department of Licensing and Regulation ("TDLR") licensed vehicle storage facility ("VSF") within Hays County.
2. Company is not required to use its own VSF; however, Company must provide the HCSO with the TDLR license and insurance of each VSF used under this Agreement.

Equipment

3. Each tow truck is required to have an Incident Management (IM) Permit issued by TDLR. The IM Permit must be valid at all times during the term of this Agreement.
4. All tow trucks performing under this Agreement shall provide all other tools reasonably necessary to safely and adequately perform the towing service customarily performed by tow trucks of such size and as required by the Texas Towing and Booting Act, as amended.

C. Driver Requirements

1. The Sheriff must approve all owners, and their tow truck drivers before Company will be allowed to operate under this Agreement.
2. Company shall complete and return to HCSO Personal History Statement and Wrecker Service Application listing all tow truck drivers to the HCSO for approval by the Sheriff.
3. Upon receipt of the application, a criminal history will be run on all applicants and their drivers. Any applicant or driver shall be considered disqualified and not eligible to provide services under this Agreement if:
 - i. Convicted within the last two (2) years of any class B misdemeanor to include but not limited to D.W.I., D.U.I., and D.W.L.S.
 - ii. Convicted of any class A misdemeanor, any felony offense, or any crime of moral turpitude to include but not limited to Theft, Disorderly Conduct, Public Lewdness, Sexual Assault, and Indecency with a Child.
4. All tow truck drivers must hold a valid Texas driver's license and a valid Incident Management Towing operator's license issued by the Department of Licensing and Regulation.
5. All Company employees shall be required to wear clean clothes, be well groomed, prompt, and courteous at all times.
6. Tow truck drivers must pick up and remove glass and clear all vehicle crash scenes of debris. Sand or other absorbent material must be carried and used to soak up oil, fuel, and any other liquid substances.

V. INSURANCE

- A. Company shall carry on each tow truck used under this Agreement a minimum \$500,000.00 (five hundred thousand and 00/100 dollars) liability insurance to be increased as necessary to meet or exceed statutory requirements.
- B. Company shall carry on each tow truck used under this Agreement a minimum \$50,000.00 (fifty thousand and 00/100 dollars) on-hook cargo insurance to be increased as necessary to meet or exceed statutory requirements.
- C. In the event of a claim against Company, it is expressly understood, and such policies shall expressly provide, that Company nor its insurers will seek to avoid liability on the grounds that Company was engaged in the services contracted for herein.
- D. All insurance policies required in **paragraphs A and B** above shall name Hays County as an additional named insured without qualification. Company expressly agrees to keep all policies in full force and in effect at all times while operating under this Agreement. Company shall deposit with the HCSO, proof of insurance and certificate of insurance, issued by a responsible company or companies authorized to do business in the State of Texas, indicating that Company has the insurance policies required herein full force and effect. Each such policy shall contain an endorsement providing for thirty (30) days prior notice to the HCSO and Company in the event of any cancellation of, or material change in, said policy.
- E. All required insurance shall be purchased at the sole expense of Company.

VI. TOWING SERVICE FEES.

- A. **Light Duty Tow requires 1.5 Ton tow truck or larger** (towed vehicle is 10,000 lbs or less):
1. Custodial Non-Consent Tow Fee and Hays County-Owned Vehicle Tow Fee: not to exceed \$250~~permissible rates set by TDLR.~~
 2. ~~Hays County owned vehicle Tow Fee: not to exceed \$125.~~
- B. **Medium Duty Tow requires 2 Ton tow truck or larger** (towed vehicle is between 10,001 and 24,999 lbs):
1. Custodial Non-Consent Tow Fee and Hays County-Owned Vehicle Tow Fee: not to exceed permissible rates set by TDLR.
 1. ~~Custodial Non-Consent Tow Fee: not to exceed \$450.~~
 2. ~~Hays County owned vehicle Tow Fee: not to exceed \$350.~~
- C. **Heavy Duty Tow requires 5 Ton tow truck or larger** (towed vehicle is 25,000 lbs or more):
1. Custodial Non-Consent Tow Fee and Hays County-Owned Vehicle Tow Fee: not to exceed permissible rates set by TDLR.
 1. ~~Custodial Non-Consent Tow Fee: not to exceed \$800.~~
 2. ~~Hays County owned vehicle Tow Fee: not to exceed \$600.~~
- D. **Crash Related Light Duty, Medium Duty and Heavy-Duty Tow:**
1. Follow permissible TDLR rates and Tow Company guidelines for fees.
- E. Fees marked “**not to exceed**” may be exempted when unforeseeable and justifiable circumstances arise and additional resources or labor are required. Examples of such extenuating circumstances may include vehicle fire or severe mechanical failure. Such circumstances must be in writing and detailed on any invoice submitted by the Tow Company.
- F. Wreckers may call additional resources, to include another company, to assist them with a tow requiring the extra resources. Company must perform the primary towing function during such incidents, and this is not meant to allow company to “subcontract” other companies to perform their normal towing functions.

VII. RULES AND REGULATIONS

- A. Company’s personnel and tow truck drivers shall comply with directions from HCSO Deputies, Hays County Deputy Constables, or Texas Department of Public Safety Troopers in charge of the vehicle crash scene. At no time shall Company’s personnel and tow truck drivers interfere with the duties of any Law Enforcement Official.
- B. Company shall obey all State and Federal laws and Hays County Orders.
- C. Company must be prepared 24 hours a day, seven (7) days a week, to respond to a call immediately and be on the scene within thirty five (35) minutes after dispatch for light duty/medium duty, and sixty (60) minutes after dispatch for heavy duty. Failure to meet this requirement may result in the HCSO contacting a back-up tow company and/or suspension or termination of this agreement in accordance with the discipline matrix. HCSO dispatch will wait five (5) minutes for a response from Company that they are enroute before calling the next Company on the rotation list. The Company will send one of its Incident Management tow trucks and not dispatch one from another Company.
- D. Company shall provide to HCSO two (2) phone numbers where Company can be reached 24 hours a day, seven days a week, which will be used by the HCSO for the purpose of dispatching a wrecker.
- E. All complaints or concerns by Company regarding the provision of this Agreement shall be put in writing and directed to the HCSO Wrecker Service Supervisor. Under no circumstances should a complaint or concern be directed to the HCSO by phone or to the HCSO Telecommunications Operator. Repeated submission of invalid or frivolous complaints could result in suspension or termination of this Agreement. All complaints or concerns by Company against another Company regarding TDLR violations shall be put in writing and directed to TLDR for review.

- F. No tow truck shall stop at a scene where a Law Enforcement Officer is present unless dispatched or requested to do so by the Officer at the scene and Company is able to provide the needed services.
- G. Company shall comply with all rules and regulations set forth in this Agreement. Violations of these regulations or intentional and/or flagrant failure or refusal to respond to the duties of Company will result in termination or suspension of the offending tow truck driver and/or Company. The Discipline Matrix in Exhibit A will be the guideline for the handling of violations
- H. Failure of Company to maintain the bonds of insurance required by this Agreement will result in termination of the ability to operate under this Agreement. No Company may operate under the provisions of this Agreement until the required bond and insurance has been obtained or reinstated and proof of it has been delivered to the HCSO.
- I. If and when it becomes necessary on Non-consent and Hays County Vehicle tows in any manner to disconnect, tamper with, or damage the gear, emergency brake, or any other part of a vehicle before towing, Company, on termination of the tow, shall repair or return such vehicle to the condition it was in before the work was performed. This will be done at the expense of Company.
- J. Company shall make all tow trucks and/or miscellaneous equipment available for inspection when ordered by the HCSO.
- K. Complaints made by citizens of overcharging regarding Custodial Tows will be reviewed and acted upon by the HCSO. Any overcharge shall be refunded by Company. Appropriate action may be taken against Company by the HCSO.
- L. Complaints made by citizens of overcharging regarding Crash Related Tows will be directed to TDLR. TDLR will review and act upon the complaint. If TDLR finds there is a violation the HCSO will be notified and appropriate action may be taken against Company by HCSO.
- M. Reference Stored/Abandoned vehicles: Company is responsible for notifying HCSO when a vehicle is released to the owner or sold at auction and for preparing packages for said vehicles for auction and maintaining records of same per TDLR rules.

VIII. HEARING PROCESS

- A. A person or company may appeal the Office's adverse action by using the following procedures: If an Applicant is denied or its renewal refused; delivering a written notice of appeal within five (5) working days from the date the Office informs an applicant or permit holder.
- B. If an ID Card or Permit is suspended or revoked it's holder may appeal by delivering a written notice of appeal within five (5) working days from the date of the Office's adverse action. The suspension or revocation shall be stayed during the pendency of the appeals process, unless the Sheriff determines that deferral of the suspension or revocation would present imminent risks to public health and safety.
- C. Delivery of a notice of appeal to the Office is acceptable if hand delivered, or by United States First Class Mail, Return Receipt Requested, to the Traffic Unit Lieutenant.
- D. Upon receipt of a notice of appeal, the Traffic Unit Lieutenant shall convene a Disciplinary Hearing Committee, comprised of the following individuals:
 - 1. Designee of the Hays County Sheriff;
 - 2. Designee of the Hays County Commissioners Court; and
 - 3. Designee of Current Towing Companies, by election pursuant to paragraph E, below (One Reserve Designee shall also be designated to temporarily serve in the place of the primary designee, should the primary designee have a conflict on certain matters).
- E. All Towing Companies holding a Permit shall, at or about the time these Policies are adopted and every 2 years thereafter, elect a designee to represent them on the Disciplinary Hearing Committee. Elections shall be conducted by the Hays County Sheriff's Office, shall utilize secret ballot, and shall be held over a 5-day period, during regular business hours. Each Towing Company holding a Permit shall be entitled to cast one vote by secret ballot. Preceding the election, individuals may be nominated (or self-nominated) as candidates to represent the Towing Companies. Write-in votes are allowed. The individual receiving the most votes shall be named as the primary designee for a

2-year term. The individual receiving the second most votes shall be named as the reserve designee for a 2-year term. Individuals shall serve until replaced by subsequent election. If a designee is unable to complete a term, then, as appropriate, 1) the reserve designee shall replace the primary designee for the remainder of the term, and/or 2) a new reserve designee shall be elected to fill the remainder of the term.

- F.** The Disciplinary Hearing Committee shall give the person or company making the appeal a written notice stating the date, time, and place of the appeal hearing. The person or company that requested the appeal and the Committee is entitled to offer evidence and argument on its behalf. The Committee shall hold a hearing and render a decision no later than fifteen (15) working days from receipt of the written notice of appeal. The decision of the Committee shall be final, unless a Final Appeal is made pursuant to paragraph **I**, below.
- G.** A person or company forfeits an appeal by failing to file a timely appeal under this article and the Office is not required to hold a hearing or render any further decisions.
- H.** All notices of appeal shall be sent to:

HAYS COUNTY SHERIFF'S OFFICE
ATTN: Wrecker Administrator
1303 Uhland Rd
San Marcos, TX 78666

- I.** If a person or company wishes to appeal the findings of the Disciplinary Hearing Committee, that person or company shall file a Final Appeal to the Chief Deputy Sheriff by sending Notice of Final Appeal to the address cited in paragraph **H**, above, ATTN: Chief Deputy Sheriff. Final Appeals must be postmarked within 10 days of the findings of the Disciplinary Hearing Committee. The Chief Deputy Sheriff shall review all materials associated with disciplinary action, consult the Hays County Sheriff, and make a final determination regarding the matter being appealed. Findings and disciplinary actions made by the Chief Deputy Sheriff shall not be appealable and shall be final.

IX. FINANCIAL RECORDS

Company shall maintain, in Hays County, Texas, financial books and records reflecting their operations. Such books and records, together with any other documentation necessary for verification of Company compliance with terms the terms of this Agreement, shall be made available, upon request, to the Sheriff or his representative, during regular business hours.

X. TERMINATION

This agreement is terminable by either party at will by the giving of actual, written notice to the other party.

XI. INDEPENDENT CONTRACTOR

Company, in the performance of its duties hereunder, shall be an independent contractor only, and not an agent, employee, partner or joint venture of or with County, and nothing herein shall be deemed to create or imply any relationship other than that of independent contractor.

XII. INDEMNITY

Company agrees to waive all claims, fully release, indemnify, defend and hold harmless the County, and all of its respective officials, officers, agents, representatives, employees, and attorneys, in both their public and private capacities, from any and all liability, claims, lawsuits, demands or causes of action of any kind, including all expenses of litigation and/or settlement which may arise by or result in injury to property or person occasioned by error, omission, intentional or negligent act of Company, its officials, officers, agents, representatives, employees, invitees or successors, arising out of or in connection with this Agreement.

XIII. GENERAL NOTIFICATION

When notice or notification is required under this Agreement, the following persons and addresses shall be used for purposes of sending notice:

COUNTY

Sheriff Gary Cutler
Hays County Sheriff's Office
~~1307 Uhland Road~~ 810 S. Stagecoach Trail

San Marcos, TX. 78666

COMPANY

Wrecker Service Supervisor
Hays County Sheriff's Office
~~1307 Uhland Road~~ 810 S. Stagecoach Trail
San Marcos, TX. 78666

XIV. CHOICE OF LAW

This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Hays County, Texas.

XV. SEVERABILITY

If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

XVI. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.

XVII. ASSIGNMENT

This agreement is personal to the Parties. It is not assignable, and any attempt to assign this agreement will terminate the agreement.

XVIII. IMMUNITY

Hays County and its officers, directors, employees and agents do not waive any sovereign or governmental immunity available to the County under Federal or Texas law and do not waive any available defenses or remedies at law under Federal or Texas law.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date below:

Signed on this _____ day of _____, 20_____.

COUNTY:

COMPANY:

GARY CUTLER, SHERIFF
HAYS COUNTY SHERIFF'S OFFICE

OWNER

HCSO WRECKER SERVICE SUPERVISOR

COMPANY NAME

EXHIBIT A

DISCIPLINE MATRIX**

| VIOLATION | OCCURRENCE | DISCIPLINARY ACTION |
|-------------------------------|---|----------------------------------|
| Unexcused late to a call-out | 1 st 2 nd and 3 rd | Written Reprimand |
| | 4 th | 1-Month Suspension |
| | 5 th | 3-Month Suspension |
| | 6 th | Termination |
| | | |
| TDLR Violations | 1 st 2 nd and 3 rd | Written Reprimand/Report to TDLR |
| | 4 th | 1-Month Suspension |
| | 5 th | 3-Month Suspension |
| | 6 th | Termination |
| | | |
| Unexcused/Unanswered Refusal | 1 st 2 nd and 3 rd | Written Reprimand |
| | 4 th | 1-Month Suspension |
| | 5 th | 3-Month Suspension |
| | 6 th | Termination |
| | | |
| Operator Issues | 1 st 2 nd and 3 rd | Written Reprimand |
| | 4 th | 1-Month Suspension |
| | 5 th | 3-Month Suspension |
| | 6 th | Termination |
| | | |
| Hays County Policy Violations | 1 st 2 nd and 3 rd | Written Reprimand |
| | 4 th | 1-Month Suspension |
| | 5 th | 3-Month Suspension |
| | 6 th | Termination |
| | | |

Violations expire exactly ONE year from the date that they are incurred. **Violations are considered against the COMPANY for which the Operator was driving at the time of the violation, not the Driver/Operator. Each violation is considered in only ONE category and will not be used against the company in multiple categories by HCSO. TDLR violations cited are independent of HCSO violations and the company may incur both HCSO sanctions and TDLR sanctions for the same offense.

HAYS COUNTY SHERIFF'S OFFICE WRECKER SERVICE AGREEMENT

UPDATED JANUARY 1, 2022

This AGREEMENT is made and entered into by and between the Hays County Sheriff's Office and the undersigned Towing Company ("Company").

I. SUBJECT OF AGREEMENT

The following Agreement provides the terms and conditions of towing services for the Hays County Sheriff's Office ("HCSO") wrecker rotation list.

II. TERM

The term of this Agreement for wrecker services will begin on January 1, 2022 and will be in effect until terminated by either party. This Agreement will be reviewed on an annual basis. This Agreement may be terminated at any time by either party in accordance with the termination provisions in Section IX of this Agreement.

III. SERVICES PROVIDED

Company shall have the right, subject to the terms and conditions of this Agreement, to provide non-consensual towing service for the HCSO. In accordance with the following terms and conditions, Company shall provide all labor, equipment and materials, and perform all necessary work for the removal of vehicles from public streets, ways and other public property within Hays County. Services also include removal of vehicles from private property when directed by the Sheriff or his designee. In addition, Company agrees, on a voluntary basis, to provide towing service for wrecked and disabled vehicles owned by Hays County and transport said wrecked and disabled vehicles to a location specified by County at a reduced rate of non-consent tows as set forth below.

IV. WRECKER SERVICE SPECIFICATIONS

A. Wrecker Rotation List

The HCSO will create and maintain a rotation list of towing companies which desire to perform non-consent tows and to tow Hays County vehicles in designated response areas of Hays County. The HCSO will maintain three rotation lists and will consist of light duty non-consent and crash tows, medium and heavy non-consent and crash tows, and a voluntary list for Hays County owned vehicles classified as light, medium, and heavy. If HCSO is unable to obtain volunteers or if volunteers are otherwise not available when needed to tow county owned vehicles, it reserves the right to contract with a company of its choosing for such tows.

The HCSO will divide Hays County into geographical response areas for the rotation of towing assignments. Each owner may only operate one company in each of the service areas. Company may request which geographical response area(s) in which it desires to receive towing assignments. HCSO will select and determine towing assignments based on needs of each geographical response area(s). The Sheriff or his designee will have the final decision on towing assignments. The rotation of assignments within each response area will be handled independently of the other response areas. When a HCSO deputy determines that the owner or operator of a vehicle requiring towing has no preference or is unable to select a towing company, the deputy will request that a towing company be selected from the list and called to execute the tow. The companies will be selected in rotating order on the basis of their position on the list.

B. Vehicle Storage Facilities

1. For each non-consent tow, Company must tow the vehicle to a Texas Department of Licensing and Regulation ("TDLR") licensed vehicle storage facility ("VSF") within Hays County.
2. Company is not required to use its own VSF; however, Company must provide the HCSO with the TDLR license and insurance of each VSF used under this Agreement.

Equipment

3. Each tow truck is required to have an Incident Management (IM) Permit issued by TDLR. The IM Permit must be valid at all times during the term of this Agreement.
4. All tow trucks performing under this Agreement shall provide all other tools reasonably necessary to safely and adequately perform the towing service customarily performed by tow trucks of such size and as required by the Texas Towing and Booting Act, as amended.

C. Driver Requirements

1. The Sheriff must approve all owners, and their tow truck drivers before Company will be allowed to operate under this Agreement.
2. Company shall complete and return to HCSO Personal History Statement and Wrecker Service Application listing all tow truck drivers to the HCSO for approval by the Sheriff.
3. Upon receipt of the application, a criminal history will be run on all applicants and their drivers. Any applicant or driver shall be considered disqualified and not eligible to provide services under this Agreement if:
 - i. Convicted within the last two (2) years of any class B misdemeanor to include but not limited to D.W.I., D.U.I., and D.W.L.S.
 - ii. Convicted of any class A misdemeanor, any felony offense, or any crime of moral turpitude to include but not limited to Theft, Disorderly Conduct, Public Lewdness, Sexual Assault, and Indecency with a Child.
4. All tow truck drivers must hold a valid Texas driver's license and a valid Incident Management Towing operator's license issued by the Department of Licensing and Regulation.
5. All Company employees shall be required to wear clean clothes, be well groomed, prompt, and courteous at all times.
6. Tow truck drivers must pick up and remove glass and clear all vehicle crash scenes of debris. Sand or other absorbent material must be carried and used to soak up oil, fuel, and any other liquid substances.

V. INSURANCE

- A. Company shall carry on each tow truck used under this Agreement a minimum \$500,000.00 (five hundred thousand and 00/100 dollars) liability insurance to be increased as necessary to meet or exceed statutory requirements.
- B. Company shall carry on each tow truck used under this Agreement a minimum \$50,000.00 (fifty thousand and 00/100 dollars) on-hook cargo insurance to be increased as necessary to meet or exceed statutory requirements.
- C. In the event of a claim against Company, it is expressly understood, and such policies shall expressly provide, that Company nor its insurers will seek to avoid liability on the grounds that Company was engaged in the services contracted for herein.
- D. All insurance policies required in **paragraphs A and B** above shall name Hays County as an additional named insured without qualification. Company expressly agrees to keep all policies in full force and in effect at all times while operating under this Agreement. Company shall deposit with the HCSO, proof of insurance and certificate of insurance, issued by a responsible company or companies authorized to do business in the State of Texas, indicating that Company has the insurance policies required herein full force and effect. Each such policy shall contain an endorsement providing for thirty (30) days prior notice to the HCSO and Company in the event of any cancellation of, or material change in, said policy.
- E. All required insurance shall be purchased at the sole expense of Company.

VI. TOWING SERVICE FEES.

- A. Light Duty Tow requires 1.5 Ton tow truck or larger** (towed vehicle is 10,000 lbs or less):
 - 1. Custodial Non-Consent Tow Fee and Hays County-Owned Vehicle Tow Fee: **not to exceed permissible rates set by TDLR.**
- B. Medium Duty Tow requires 2 Ton tow truck or larger** (towed vehicle is between 10,001 and 24,999 lbs):
 - 1. Custodial Non-Consent Tow Fee and Hays County-Owned Vehicle Tow Fee: **not to exceed permissible rates set by TDLR.**
- C. Heavy Duty Tow requires 5 Ton tow truck or larger** (towed vehicle is 25,000 lbs or more):
 - 1. Custodial Non-Consent Tow Fee and Hays County-Owned Vehicle Tow Fee: **not to exceed permissible rates set by TDLR.**
- D. Crash Related Light Duty, Medium Duty and Heavy-Duty Tow:**
 - 1. Follow permissible TDLR rates and Tow Company guidelines for fees.
- E.** Fees marked “**not to exceed**” may be exempted when unforeseeable and justifiable circumstances arise and additional resources or labor are required. Examples of such extenuating circumstances may include vehicle fire or severe mechanical failure. Such circumstances must be in writing and detailed on any invoice submitted by the Tow Company.
- F.** Wreckers may call additional resources, to include another company, to assist them with a tow requiring the extra resources. Company must perform the primary towing function during such incidents, and this is not meant to allow company to “subcontract” other companies to perform their normal towing functions.

VII. RULES AND REGULATIONS

- A.** Company’s personnel and tow truck drivers shall comply with directions from HCSO Deputies, Hays County Deputy Constables, or Texas Department of Public Safety Troopers in charge of the vehicle crash scene. At no time shall Company’s personnel and tow truck drivers interfere with the duties of any Law Enforcement Official.
- B.** Company shall obey all State and Federal laws and Hays County Orders.
- C.** Company must be prepared 24 hours a day, seven (7) days a week, to respond to a call immediately and be on the scene within thirty five (35) minutes after dispatch for light duty/medium duty, and sixty (60) minutes after dispatch for heavy duty. Failure to meet this requirement may result in the HCSO contacting a back-up tow company and/or suspension or termination of this agreement in accordance with the discipline matrix. HCSO dispatch will wait five (5) minutes for a response from Company that they are enroute before calling the next Company on the rotation list. The Company will send one of its Incident Management tow trucks and not dispatch one from another Company.
- D.** Company shall provide to HCSO two (2) phone numbers where Company can be reached 24 hours a day, seven days a week, which will be used by the HCSO for the purpose of dispatching a wrecker.
- E.** All complaints or concerns by Company regarding the provision of this Agreement shall be put in writing and directed to the HCSO Wrecker Service Supervisor. Under no circumstances should a complaint or concern be directed to the HCSO by phone or to the HCSO Telecommunications Operator. Repeated submission of invalid or frivolous complaints could result in suspension or termination of this Agreement. All complaints or concerns by Company against another Company regarding TDLR violations shall be put in writing and directed to TDLR for review.
- F.** No tow truck shall stop at a scene where a Law Enforcement Officer is present unless dispatched or requested to do so by the Officer at the scene and Company is able to provide the needed services.
- G.** Company shall comply with all rules and regulations set forth in this Agreement. Violations of these regulations or intentional and/or flagrant failure or refusal to respond to the duties of Company will result in termination or suspension of the offending tow truck driver and/or Company. The Discipline Matrix in Exhibit A will be the guideline for the handling of violations

- H. Failure of Company to maintain the bonds of insurance required by this Agreement will result in termination of the ability to operate under this Agreement. No Company may operate under the provisions of this Agreement until the required bond and insurance has been obtained or reinstated and proof of it has been delivered to the HCSO.
- I. If and when it becomes necessary on Non-consent and Hays County Vehicle tows in any manner to disconnect, tamper with, or damage the gear, emergency brake, or any other part of a vehicle before towing, Company, on termination of the tow, shall repair or return such vehicle to the condition it was in before the work was performed. This will be done at the expense of Company.
- J. Company shall make all tow trucks and/or miscellaneous equipment available for inspection when ordered by the HCSO.
- K. Complaints made by citizens of overcharging regarding Custodial Tows will be reviewed and acted upon by the HCSO. Any overcharge shall be refunded by Company. Appropriate action may be taken against Company by the HCSO.
- L. Complaints made by citizens of overcharging regarding Crash Related Tows will be directed to TDLR. TDLR will review and act upon the complaint. If TDLR finds there is a violation the HCSO will be notified and appropriate action may be taken against Company by HCSO.
- M. Reference Stored/Abandoned vehicles: Company is responsible for notifying HCSO when a vehicle is released to the owner or sold at auction and for preparing packages for said vehicles for auction and maintaining records of same per TDLR rules.

VIII. HEARING PROCESS

- A. A person or company may appeal the Office's adverse action by using the following procedures: If an Applicant is denied or its renewal refused; delivering a written notice of appeal within five (5) working days from the date the Office informs an applicant or permit holder.
- B. If an ID Card or Permit is suspended or revoked it's holder may appeal by delivering a written notice of appeal within five (5) working days from the date of the Office's adverse action. The suspension or revocation shall be stayed during the pendency of the appeals process, unless the Sheriff determines that deferral of the suspension or revocation would present imminent risks to public health and safety.
- C. Delivery of a notice of appeal to the Office is acceptable if hand delivered, or by United States First Class Mail, Return Receipt Requested, to the Traffic Unit Lieutenant.
- D. Upon receipt of a notice of appeal, the Traffic Unit Lieutenant shall convene a Disciplinary Hearing Committee, comprised of the following individuals:
 - 1. Designee of the Hays County Sheriff;
 - 2. Designee of the Hays County Commissioners Court; and
 - 3. Designee of Current Towing Companies, by election pursuant to paragraph E, below (One Reserve Designee shall also be designated to temporarily serve in the place of the primary designee, should the primary designee have a conflict on certain matters).
- E. All Towing Companies holding a Permit shall, at or about the time these Policies are adopted and every 2 years thereafter, elect a designee to represent them on the Disciplinary Hearing Committee. Elections shall be conducted by the Hays County Sheriff's Office, shall utilize secret ballot, and shall be held over a 5-day period, during regular business hours. Each Towing Company holding a Permit shall be entitled to cast one vote by secret ballot. Preceding the election, individuals may be nominated (or self-nominated) as candidates to represent the Towing Companies. Write-in votes are allowed. The individual receiving the most votes shall be named as the primary designee for a 2-year term. The individual receiving the second most votes shall be named as the reserve designee for a 2-year term. Individuals shall serve until replaced by subsequent election. If a designee is unable to complete a term, then, as appropriate, 1) the reserve designee shall replace the primary designee for the remainder of the term, and/or 2) a new reserve designee shall be elected to fill the remainder of the term.

- F. The Disciplinary Hearing Committee shall give the person or company making the appeal a written notice stating the date, time, and place of the appeal hearing. The person or company that requested the appeal and the Committee is entitled to offer evidence and argument on its behalf. The Committee shall hold a hearing and render a decision no later than fifteen (15) working days from receipt of the written notice of appeal. The decision of the Committee shall be final, unless a Final Appeal is made pursuant to paragraph I, below.
- G. A person or company forfeits an appeal by failing to file a timely appeal under this article and the Office is not required to hold a hearing or render any further decisions.
- H. All notices of appeal shall be sent to:

HAYS COUNTY SHERIFF'S OFFICE
ATTN: Wrecker Administrator
1303 Uhland Rd
San Marcos, TX 78666

- I. If a person or company wishes to appeal the findings of the Disciplinary Hearing Committee, that person or company shall file a Final Appeal to the Chief Deputy Sheriff by sending Notice of Final Appeal to the address cited in paragraph H, above, ATTN: Chief Deputy Sheriff. Final Appeals must be postmarked within 10 days of the findings of the Disciplinary Hearing Committee. The Chief Deputy Sheriff shall review all materials associated with disciplinary action, consult the Hays County Sheriff, and make a final determination regarding the matter being appealed. Findings and disciplinary actions made by the Chief Deputy Sheriff shall not be appealable and shall be final.

IX. FINANCIAL RECORDS

Company shall maintain, in Hays County, Texas, financial books and records reflecting their operations. Such books and records, together with any other documentation necessary for verification of Company compliance with terms the terms of this Agreement, shall be made available, upon request, to the Sheriff or his representative, during regular business hours.

X. TERMINATION

This agreement is terminable by either party at will by the giving of actual, written notice to the other party.

XI. INDEPENDENT CONTRACTOR

Company, in the performance of its duties hereunder, shall be an independent contractor only, and not an agent, employee, partner or joint venture of or with County, and nothing herein shall be deemed to create or imply any relationship other than that of independent contractor.

XII. INDEMNITY

Company agrees to waive all claims, fully release, indemnify, defend and hold harmless the County, and all of its respective officials, officers, agents, representatives, employees, and attorneys, in both their public and private capacities, from any and all liability, claims, lawsuits, demands or causes of action of any kind, including all expenses of litigation and/or settlement which may arise by or result in injury to property or person occasioned by error, omission, intentional or negligent act of Company, its officials, officers, agents, representatives, employees, invitees or successors, arising out of or in connection with this Agreement.

XIII. GENERAL NOTIFICATION

When notice or notification is required under this Agreement, the following persons and addresses shall be used for purposes of sending notice:

COUNTY

**Sheriff Gary Cutler
Hays County Sheriff's Office
810 S. Stagecoach Trail
San Marcos, TX. 78666**

COMPANY

**Wrecker Service Supervisor
Hays County Sheriff's Office
810 S. Stagecoach Trail
San Marcos, TX. 78666**

XIV. CHOICE OF LAW

This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Hays County, Texas.

XV. SEVERABILITY

If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

XVI. PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.

XVII. ASSIGNMENT

This agreement is personal to the Parties. It is not assignable, and any attempt to assign this agreement will terminate the agreement.

XVIII. IMMUNITY

Hays County and its officers, directors, employees and agents do not waive any sovereign or governmental immunity available to the County under Federal or Texas law and do not waive any available defenses or remedies at law under Federal or Texas law.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date below:

Signed on this ____ day of _____, 20____.

COUNTY:

COMPANY:

GARY CUTLER, SHERIFF
HAYS COUNTY SHERIFF'S OFFICE

OWNER

HCSO WRECKER SERVICE SUPERVISOR

COMPANY NAME

EXHIBIT A

DISCIPLINE MATRIX**

| VIOLATION | OCCURRENCE | DISCIPLINARY ACTION |
|-------------------------------|---|----------------------------------|
| Unexcused late to a call-out | 1 st 2 nd and 3 rd | Written Reprimand |
| | 4 th | 1-Month Suspension |
| | 5 th | 3-Month Suspension |
| | 6 th | Termination |
| | | |
| TDLR Violations | 1 st 2 nd and 3 rd | Written Reprimand/Report to TDLR |
| | 4 th | 1-Month Suspension |
| | 5 th | 3-Month Suspension |
| | 6 th | Termination |
| | | |
| Unexcused/Unanswered Refusal | 1 st 2 nd and 3 rd | Written Reprimand |
| | 4 th | 1-Month Suspension |
| | 5 th | 3-Month Suspension |
| | 6 th | Termination |
| | | |
| Operator Issues | 1 st 2 nd and 3 rd | Written Reprimand |
| | 4 th | 1-Month Suspension |
| | 5 th | 3-Month Suspension |
| | 6 th | Termination |
| | | |
| Hays County Policy Violations | 1 st 2 nd and 3 rd | Written Reprimand |
| | 4 th | 1-Month Suspension |
| | 5 th | 3-Month Suspension |
| | 6 th | Termination |
| | | |

Violations expire exactly ONE year from the date that they are incurred. **Violations are considered against the COMPANY for which the Operator was driving at the time of the violation, not the Driver/Operator. Each violation is considered in only ONE category and will not be used against the company in multiple categories by HCSO. TDLR violations cited are independent of HCSO violations and the company may incur both HCSO sanctions and TDLR sanctions for the same offense.



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Agenda Item:

Authorize the Sheriff's Office to add a \$45.00 telephone allowance for Deputy slot number 0550-36 effective 10/15/2023 and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office requests a cell phone allowance for a deputy assigned to the Drug Enforcement Administration Task Force. The deputy uses a personal device with cellular and data services for county-related duties. No additional funds are needed; funding is available in the Sheriff's Office Operating budget.

Fiscal Impact:

Amount Requested: \$517.50

Line Item Number: 001-618-00.5194

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$518 - Increase Telephone Allowance 001-618-00.5194

(\$518) - Decrease Telephone Expense 001-618-00.5489

Purchasing Office:

Purchasing Guidelines Followed Y/N?:

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

10-10-23 S.O., Cell Phone Allowance



Request/Justification Form Electronics and Related Equipment/Services

(must be completed by an Elected Official or Department Head
and returned to the appropriate offices per policy)

I am requesting approval for the purchase/issuance/modification of: Frankie Tyson Hodges #2547

1. Cell phone with voice capability for
Name/Title _____
2. Cell phone with voice and text capability for
Name/Title _____
3. Cell phone with voice, text and data capability (Smart Phone) for
Name/Title _____
4. I am requesting a \$45/month phone use stipend for the employee above who requires a Smart
Phone to conduct County business: ☒ Yes ☐ No
5. Computer Air Card for
Name/Title _____
6. TV/Cable service
Name/Title/Functional Work Area _____
7. Fax Machine
Name/Title/Functional Work Area _____
8. Phone Line for Fax Machine
Name/Title/Functional Work Area _____
9. Mitel Phone
Name/Title/Functional Work Area _____

Give specific reason(s) why the above item(s)/service(s) are needed to perform County business:

I, Deputy Frankie Tyson Hodges of the Hays County Sheriff's Office, currently utilize a personal unlimited call, text and data AT&T plan that includes a FirstNet subscription. I would propose the issuance of a stipend, in lieu of a county issued cell phone to conduct county business, would reduce waste, prevent the likelihood of lost or damaged county property, and ultimately make my work related communication more efficient.

I understand that all expenses for the above equipment/services will be charged to my budget and that I will review the need for this equipment/service at least quarterly. If at any time I determine that the equipment/service is no longer needed by my office/department I will immediately notify the Auditor's Office/Purchasing Department (or the Information Technology Department for Air Cards). I also acknowledge that the Hays County Budget Office will periodically review expenses related to the above and may request further justification on behalf of the Hays County Commissioners Court. I may also be required to explain any charges deemed excessive by the Auditor's Office to the Commissioners Court at a regularly scheduled public meeting.


Signature of Elected Official/Department Head

Mike Davenport
Printed Name

Chief Deputy
Title

9/21/2023
Date

Items 1-4 Approved by HR Shari Miller 9/25/2023
Date

All Items Approved by Budget Officer Nicole D Donsett 9-26-23
Date
Budget Amendment Not Required _____
Budget Amendment Required _____ Approved on _____

Approved by County Auditor Manuel Velazquez 10-4-2023
Date

Items 5-9 Approved by IT _____
Date



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Authorize the Budget Office to budget awarded grant funds of \$164,107.00 from the Office of the Governor, Bullet Resistant Shield Grant Program. **INGALSBE/CUTLER**

Summary:

In FY 2023, the Court approved acceptance of a grant award from the Office of the Governor, Bullet Resistant Shield Grant Program of \$192,006.85 to purchase bullet-resistant shields for the Sheriff's Office and Constable Pct. 4 Office. The Sheriff's Office portion of the grant is \$164,107, with an additional \$2,629 identified in the Sheriff's Operating budget. The vendor provided a delivery date of 9/21/23, but they were not received. The new delivery date for this order is 11/1/2024, and the grant funds are needed to issue a purchase order.

Fiscal Impact:

Amount Requested: \$2,629

Line Item Number: 001-618-00.5717_400 Law Enforcement Equipment Operating

Budget Office:

Source of Funds: OOG Grant Funds/General Fund for cash match

Budget Amendment Required Y/N?: Yes

Comments: Budget rollover grant award and required cash match.

(\$164,107) - Increase Intergovernmental Revenue 001-618-99-180.4301

\$164,107 - Increase Law Enforcement_Operating 001-618-99-180.5717_40

\$2,629 - Increase SO Law Enforcement_Operating 001-618-00.5717_400

(\$2,629) - Decrease SO Law Enforcement Supplies 001-618-00.5206

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$164,107 in Intergovernmental Revenue

Comments:



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute the First Amendment to the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Kyle Area Senior Zone (KASZ) regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSBE**

Summary:

The Agreement was approved by the Court on November 22, 2022.

Fiscal Impact:

Amount Requested: No additional funds requested, reallocation of budget.
Line Item Number: 011-763-99-159.5600_008

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund
Budget Amendment Required Y/N?: Yes
Comments: Need to budget FY23 rollover award.
(\$106,000) - Increase Intergovernmental Revenue 011-763-99-159.4301
\$106,000 - Increase Project Contribution 011-763-99-159.5600_008

Purchasing Office:

Purchasing Guidelines Followed Y/N?: ARPA Agreement
Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, \$106,000 in Intergovernmental Revenue
Comments:

Attachments

First Amendment to Agreement

FIRST AMENDMENT
HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH KYLE AREA SENIOR ZONE

This First Amendment to the Hays County Funding Agreement for Social Services (the “Amendment”) is entered into by and between Kyle Area Senior Zone (KASZ) (the “Agency”) and Hays County, Texas (the “County”), parties to the Hays County Social Service Funding Agreement executed on or about November 22, 2022 (“Agreement”). By execution of this Amendment, the parties agree that the Agreement shall be amended effective October 10, 2023.

The Agency and the County now desire to amend the terms of the Agreement as more particularly set forth below:

1. Recitals 2, TERM is amended as follows:

“The initial term of this Agreement is from the Effective Date to provide ARPA Act funding through December 31, 2024 2026. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering ARPA Act Funds, until December 31, 2024 2026. ~~After 2024, the contract must be revisited by County's governing body.~~”

2. General Overview 1.3, DISTRIBUTION OF ARPA ACT FUNDS is amended as follows:

“The County will pay ARPA Act funds during the period that begins on the Effective Date and ends on December 31, 2024 2026. All funding will comply with ARPA program guidelines and services described in Exhibit A as attached.”

3. Exhibit A is amended as follows:

| BUDGET ITEM | BUDGETED AMOUNT | REQUESTED CHANGE | REVISED BUDGET |
|------------------------------------|------------------|------------------|------------------|
| SALARIES | \$36,260 | | \$36,260 |
| FRINGE BENEFITS | \$14,100 | (\$14,100) | \$0 |
| PROFESSIONAL SERVICES/PLANS | \$38,000 | | \$38,000 |
| TRAVEL / PER DIEM / TRANSPORTATION | | | \$0 |
| EQUIPMENT | | \$4,820 | \$4,820 |
| SUPPLIES | | \$4,820 | \$4,820 |
| CONTRACTUAL SERVICES | | | \$0 |
| RENT/UTILITIES | | | \$0 |
| DEPARTMENT SPECIFIC COSTS | \$8,000 | \$14,100 | \$22,100 |
| MISCELLANEOUS | | | \$0 |
| SUBCONTRACTS/CONSULTANTS | | | \$0 |
| INDIRECT COSTS | \$9,640 | (\$9,640) | \$0 |
| TOTAL | \$106,000 | \$0 | \$106,000 |

The stricken language above shall be omitted, while the underlined language above shall be added. Except for the above modifications, all other terms and conditions of the Agreement will remain unchanged, unless properly modified by subsequent amendment under the terms of the agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

KYLE AREA SENIOR ZONE (KASZ)

HAYS COUNTY, TEXAS

Betty Conley, Interim President

Ruben Becerra, County Judge

DATE: _____

DATE: _____

ATTEST:

Elaine H. Cardenas, County Clerk



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Smith

Agenda Item:

Authorize the County Judge to execute the First Amendment to the Hays County Social Service Funding Agreement with United Way for Greater Austin regarding use of American Rescue Plan Act (ARPA) funds for Cancer Screening and Treatment for individuals living at or below 250% of the federal poverty level and are uninsured and not eligible for other resources. **INGALSBE/SMITH**

Summary:

See attached Amendment.

Fiscal Impact:

Amount Requested: No additional funding requested

Line Item Number: 011-763-99-167.5448

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Amendment to ARPA Agreement

Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

First Amendment to Agreement

Budget Amendment Justification

FIRST AMENDMENT
HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH UNITED WAY FOR GREATER AUSTIN

This First Amendment to the Hays County Funding Agreement for Social Services (the “Amendment”) is entered into by and between United Way for Greater Austin (the “Agency”) and Hays County, Texas (the “County”), parties to the Hays County Social Service Funding Agreement executed on or about August 2, 2022 (“Agreement”). By execution of this Amendment, the parties agree that the Agreement shall be amended effective October 10, 2023.

The Agency and the County now desire to amend the terms of the Agreement as more particularly set forth below:

1. Recitals 2, TERM is amended as follows:

“The initial term of this Agreement is from the Effective Date to provide ARPA Act funding through December 31, 2024 2026. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering ARPA Act Funds, until December 31, 2024 2026. ~~After 2024, the contract must be revisited by County's governing body.”~~”

2. General Overview 1.3, DISTRIBUTION OF ARPA ACT FUNDS is amended as follows:

“The County will pay ARPA Act funds during the period that begins on the Effective Date and ends on December 31, 2024 2026. All funding will comply with ARPA program guidelines and services described in Exhibit A as attached.”

3. Exhibit A is amended as follows:

| BUDGET ITEM | BUDGETED AMOUNT | REQUESTED CHANGE | REVISED BUDGET |
|-----------------------------------|--------------------|------------------|--------------------|
| SALARIES | | | |
| FRINGE BENEFITS | | | |
| PROFESSIONAL SERVICES - MEDICAL | \$727,000 | | \$727,000 |
| INSURANCE PREMIUMS - ACCSS TRTMNT | \$297,000 | (\$200,000) | \$97,000 |
| OUTREACH | \$55,290 | \$200,000 | \$255,290 |
| SUPPLIES | | | |
| CONTRACTUAL SERVICES | | | |
| RENT/UTILITIES | | | |
| DEPARTMENT SPECIFIC COSTS | | | |
| MISCELLANEOUS | | | |
| SUBCONTRACTS/CONSULTANTS | | | |
| INDIRECT COSTS | \$107,929 | | \$107,929 |
| TOTAL | \$1,187,219 | \$0 | \$1,187,219 |

The stricken language above shall be omitted, while the underlined language above shall be added. Except for the above modifications, all other terms and conditions of the Agreement will remain unchanged, unless properly modified by subsequent amendment under the terms of the agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

UNITED WAY FOR GREATER AUSTIN

HAYS COUNTY, TEXAS

David C. Smith, CEO

Ruben Becerra, County Judge

DATE: _____

DATE: _____

ATTEST:

Elaine H. Cardenas, County Clerk

Hays County
Budget Modification Justification

Agency: United Way for Greater Austin
Contract Period: 8-2-2022 - 12-31-2026

Please provide a narrative justification of all requested changes. Attach all budget forms to the modification.

United Way for Greater Austin is submitting a \$200,000 budget amendment in order to expand outreach. United Way has a contract with Community Action Inc. of Central Texas for Outreach. This agreement will be amended to increase the total funds by \$200,000. This will allow continued outreach support for 2 full years. Community Action Inc. of Central Texas is a key partner in Addressing Cancer Together and is a hub for ensuring women are identified, screened for eligible funding and connecting to screening, diagnostics and treatment resources. The funds will be reallocated from insurance payments as we do not anticipate implementing this piece of the program at this time. This adjustment was discussed with Eric Boehning from Ardurra as well as with Commissioners Ingalsbe and Smith.

Via this budget modification, it is also requested that the Contract Period be adjusted to reflect the Period of Performance in the agreement between Hays County and the United Way for Greater Austin. Section 4.3 states that the Period of Performance is The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on December 21, 2021, and ends on December 31, 2026. Form has been adjusted to reflect this.

Via this budget modification form, United Way for Greater Austin is adjusting the program guidelines for Addressing Cancer Together to include screening for women between the ages of 40 - 74. The US Preventive Services Task Force has issued draft guidelines lowering the beginning screening age to 40. Additionally, this aligns with other key cancer organizations and resources including Komen, American Cancer Society, and Breast and Cervical Cancer Screening program. Note that this change became effective June 1, 2023.



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Smith

Agenda Item:

Authorize the County Judge to execute the First Amendment to the Hays County Social Services Funding Agreement between Hays County and Forever 15 Project regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **SHELL/SMITH**

Summary:

Funds can only be used by Grantee for the agreed upon expenditures to respond to public health needs from the direct and indirect impacts of COVID-19.

At the August 22, 2023 Commissioners Court meeting, Commissioner Shell and Commissioner Smith offered to contribute \$10,000 from each of their allocations, making the total contribution \$40,000.

Attachment: Amendment

Fiscal Impact:

Amount Requested: \$20,000.00

Line Item Number: 011-763-99-159.5600_041

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

(\$20,000) - Increase Intergovernmental Revenue 011-763-99-159.4301

\$20,000 - Increase Project Contribution 011-763-99-159.5600_041

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Amendment to Social Service Funding Agreement

Auditor's Office:

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: Yes, \$20,000 in Intergovernmental Revenue

Comments: N/A

Attachments

First Amendment - Forever 15 Project

FIRST AMENDMENT
HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH FOREVER 15 PROJECT

This First Amendment to the Hays County Funding Agreement for Social Services (the “Amendment”) is entered into by and between Forever 15 Project (the “Agency”) and Hays County, Texas (the “County”), parties to the Hays County Social Service Funding Agreement executed on or about August 22, 2023 (“Agreement”). By execution of this Amendment, the parties agree that the Agreement shall be amended effective October 10, 2023.

The Agency and the County now desire to amend the terms of the Agreement as more particularly set forth below:

1. **Exhibit A** is amended as follows:

| BUDGET ITEM | BUDGETED AMOUNT | REQUESTED CHANGE | REVISED BUDGET |
|--------------------------------|----------------------------|-----------------------------|---------------------------|
| SALARIES | | | |
| FRINGE BENEFITS | | | |
| PROFESSIONAL SERVICES-SPEAKERS | \$8,000 | \$8,000 | \$16,000 |
| OUTREACH | \$1,800 | \$1,800 | \$3,600 |
| EQUIPMENT | \$6,500 | \$6,500 | \$13,000 |
| SUPPLIES | \$1,250 | \$1,250 | \$2,500 |
| CONTRACTUAL SERVICES | | | |
| RENT/UTILITIES | | | |
| DEPARTMENT SPECIFIC COSTS | \$650 | \$650 | \$1,300 |
| MISCELLANEOUS | | | |
| SUBCONTRACTS/CONSULTANTS | | | |
| INDIRECT COSTS | \$1,800 | \$1,800 | \$3,600 |
| TOTAL | \$20,000 | \$20,000 | \$40,000 |

The stricken language above shall be omitted, while the underlined language above shall be added. Except for the above modifications, all other terms and conditions of the Agreement will remain unchanged, unless properly modified by subsequent amendment under the terms of the agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

FOREVER 15 PROJECT

HAYS COUNTY, TEXAS

Brandon Dunn, Co-Founder

Ruben Becerra, County Judge

DATE: _____

DATE: _____

ATTEST:

Elaine H. Cardenas, County Clerk



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Smith

Agenda Item:

Authorize the Recycling and Solid Waste Department to pre-issue payment to Wastequip LLC in the amount of \$12,303.21 for a vertical baler. **SMITH/T.CRUMLEY**

Summary:

On August 8, 2023, Commissioners Court accepted a \$10,000 grant from CAPCOG for the purchase of a new vertical baler for the Recycling and Solid Waste Department. The order for the new baler was placed with Wastequip in August 2023, but due to supply chain issues, we are not expected to receive the baler until early December 2023. In order for Hays County to remain compliant with the CAPCOG grant, we must have issued payment to Wastequip and submitted reimbursement to CAPCOG no later than November 30, 2023. We are requesting approval to prepay the baler invoice so that payment can be made and reimbursement submitted to CAPCOG in a timely manner, keeping Hays County compliant with the grant requirements. CAPCOG is in agreement with this process in order for Hays County to maintain its grant compliance.

Fiscal Impact:

Amount Requested: None

Line Item Number: 011-716-99-190.5719_700

Budget Office:

Source of Funds: CAPCOG Grant Funds

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Miscellaneous Equipment Capital Outlay

New Revenue Y/N?: N/A

Comments:

Attachments

Wastequip Baler Invoice
Baler PO



Remit To: Wastequip Manufacturing Company LLC
P.O. Box 603008
Charlotte, NC 28260



Invoice

Sold to:

HAYS COUNTY, AUDITOR
712 S STAGECOACH TRAIL
STE 1071
SAN MARCOS, TX 78666

Invoice Number 20SO000214016
Invoice Date 10/03/2023
Account Number C1027004
Order Number 20SO000214016
Billing Division Steel

Ship to:

HAYS COUNTY RECYCLING
20290 FM150
Driftwood, TX 78619

PO Number 2023-00001576
Terms Net 30 Days
Due Date 11/02/2023
Carrier
Page 1 of 1

| Item | Description | Ordered Qty | Shipped Qty | Backordered Qty | UoM | Price | Total |
|---------|--|-------------|-------------|-----------------|-----|-----------|-----------|
| 6030HDB | 6030HDB 222881; 6030HDB VERTICAL BALER COMPLETE; YELLOW HOLT SAFETY/HI HD (HIS 91Y221) VOLT: 230 3PH Quantity : 1 Site : 4109 | 1.00 | 1.00 | 0.00 | ea | 11,153.21 | 11,153.21 |
| PU10HP | PU10HP ;; Quantity : 1 Site : 4109 | 1.00 | 1.00 | 0.00 | ea | 0.00 | 0.00 |

Sales Amount 11,153.21
S&H Amount 1,150.00
Tax Amount 0.00
Subtotal Amount 12,303.21
Amount Received 0.00
Total Amount Due 12,303.21
USD

| Location | Salesperson | Ship Via | Freight | Job Number |
|---|-----------------|-------------------|---------------------------|------------|
| Alexandria | Laura Sabarerio | WASTEQUIP MANAGED | FOB Origin, Prepaid & Add | |
| If you require additional assistance, please contact us by phone at 704-504-7590. Preferred method of payment is ACH/Wire. Please contact credit@wastequip.com for setup instructions. | | | | |

Ship To

Hays County
1691 Carney Ln.
WIMBERLEY, TX 78676

Bill To

Hays County, Auditor
712 South Stagecoach Trail
Ste. 1071
SAN MARCOS, TX 78666

Purchase Order
No. 2024-00000063

DATE 10/04/2023**VENDOR NO.** 2771

Vendor

WASTEQUIP
P. O. BOX 220
WINAMAC, IN 46996



Reprint Purchase Order

HAYS COUNTY
PURCHASING DEPARTMENT
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX. 78666
(512) 393-2273

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL INVOICES, SHIPPERS, BILL OF LADING AND
CORRESPONDENCE

DELIVER BY
SHIP VIA
FREIGHT TERMS
PAGE 1 of 1

ORIGINATOR: Jackie Garza**REFERENCE #** 2023-1576; CC Approval G9, 8.8.23

| QUANTITY | UNIT | DESCRIPTION | STATUS | UNIT COST | TOTAL COST |
|-----------|------|---|--------|------------|-------------|
| 1.0000 | Each | Road Heavy Equip - Baler- Compactor - VERTICAL BALER (6030HDB) INCLUDES A 10 HP TRI-VOLT T.E.F.C. MOTO 001-716-00.5719_700 - Miscellaneous Equipment Capital Outlay 9,294.34 | Open | 9,294.3400 | \$9,294.34 |
| 1.0000 | Each | Road Heavy Equip - Baler- Compactor - SIDE MOUNTED POWER UNIT 001-716-00.5719_700 - Miscellaneous Equipment Capital Outlay 0.00 | Open | 0.0000 | \$0.00 |
| 1.0000 | Each | Road Heavy Equip - Baler- Compactor - LOW TEMPERATURE OIL 001-716-00.5719_700 - Miscellaneous Equipment Capital Outlay 0.00 | Open | 0.0000 | \$0.00 |
| 1.0000 | Each | Road Heavy Equip - Baler- Compactor - LARGE 27" FEED OPENING 001-716-00.5719_700 - Miscellaneous Equipment Capital Outlay 0.00 | Open | 0.0000 | \$0.00 |
| 1.0000 | Each | Road Heavy Equip - Baler- Compactor - EYE LEVEL OIL SIGHT AND TEMPERATURE GAUGE 001-716-00.5719_700 - Miscellaneous Equipment Capital Outlay 0.00 | Open | 0.0000 | \$0.00 |
| 1.0000 | Each | Road Heavy Equip - Baler- Compactor - BUILT-IN FORK LIFT POCKETS 001-716-00.5719_700 - Miscellaneous Equipment Capital Outlay 0.00 | Open | 0.0000 | \$0.00 |
| 1.0000 | Each | Road Heavy Equip - Baler- Compactor - FULL BALE LIGHT AND SHUTDOWN 001-716-00.5719_700 - Miscellaneous Equipment Capital Outlay 0.00 | Open | 0.0000 | \$0.00 |
| 1.0000 | Each | Road Heavy Equip - Baler- Compactor - SURCHARGE 001-716-00.5719_700 - Miscellaneous Equipment Capital Outlay 1,858.87 | Open | 1,858.8700 | \$1,858.87 |
| 1.0000 | Each | Road Heavy Equip - Baler- Compactor - SHIPPING 001-716-00.5719_700 - Miscellaneous Equipment Capital Outlay 1,150.00 | Open | 1,150.0000 | \$1,150.00 |
| TOTAL DUE | | | | | \$12,303.21 |

AUTHORIZED SIGNATURE - COUNTY AUDITOR

Special Instructions

This purchase order is subject to the rights and obligations contained in the Hays County Standard Terms and Conditions for Purchasing which is attached hereto and incorporated herein for all purposes.

Hays County Standard Terms and Conditions for Purchasing

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyers count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE AND RISK OF LOSS.** The title and risk of loss if the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

3. **TITLE AND RISK OF LOSS.** The title and risk of loss if the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. **DELIVERY TERMS AND TRANSPORTATION CHARGES F.O.B.** Destination Freight Prepaid unless delivery terms are specified otherwise in bid. Buyer agrees to reimburse Seller for transportation costs in the amount specified in Seller's bid, or actual costs, whichever is lower, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

5. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY.** The place of delivery shall be that set forth on the purchase order. Any charge thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

7. INVOICES & PAYMENTS.

- a. Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number, if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to: County of Hays, ATTN: Accounts Payable, 111 E. San Antonio Street, Suite 100, San Marcos, TX 78666. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Auditing Department advised of any changes in your remittance addresses.
- b. Buyer's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
- c. Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate.

8. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the County of Hays with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. **SPECIAL TOOLS AND TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE.

- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar, or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
- b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. **WARRANTY PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the samples(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

12. **SAFETY WARRANTY.** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.

15. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. **TERMINATION.** The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15 herein.

17. **FORCE MAJEURE.** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public energy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. The term "reasonable time" as used herein shall be defined as not longer than thirty (30) days. After thirty (30) days the party in question shall be in breach.

18. **ASSIGNMENT DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **MODIFICATIONS.** This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

21. **INTERPRETATION PAROLE EVIDENCE.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

22. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

23. **ADVERTISING.** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. **VENUE.** Both parties agree that the venue for any litigation arising from this contract shall lie in Hays County, San Marcos, Texas.

26. **PROHIBITION AGAINST INTEREST IN CONTRACTS.** Any elected or appointed official which has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, then the member is not required to abstain from further participation. See Vernon's Texas Codes Annotated, Local Government Code, Chapter 171.



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item

Approve the vendors for the November 18th Chili Cookoff event to be held on the historic courthouse grounds by Hill Country Cookoff Association in accordance with the Hays County Property Use Policy. **BECERRA**

Summary

The Hill Country Cook-Off Association will hold their first ever Chili Cookoff on the courthouse grounds and would like to bring on vendors that sell arts, crafts, baked goods, and merchandise.



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Elaine Cardenas

Sponsor:

Judge Becerra

Agenda Item:

Authorize the contract renewal of RFP 2022-P10 County Clerk Auto-Indexing System with Just Appraised, Inc.
BECERRA/CARDENAS

Summary:

On October 11, 2022, the Commissioners Court executed a contract with Just Appraised, Inc. for Auto-Indexing Services for the County Clerk Office, and the first year of the contract is set to expire on October 11, 2023. Just Appraised, Inc. and the County Clerk's Office would like to renew the contract for one additional year. All terms and conditions remain unchanged and in full force and effect as stated in the contract.

Fiscal Impact:

Amount Requested: \$87,400

Line Item Number: 101-617-10.5429

Budget Office:

Source of Funds: Records Management & Archive Fund

Budget Amendment Required Y/N?: No

Comments: Contract was budgeted during the annual budget process.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Proposal 2022-P10 County Clerk Auto-Indexing System

Comments:

Auditor's Office

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

New Revenue Y/N?: NA

Comments:

Attachments

(PE) Renewal 1



OFFICE OF THE COUNTY AUDITOR

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

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

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

October 5, 2023

Just Appraised, Inc.
2261 Market St. #4074
San Francisco, CA 94114


RE: Annual contract renewal

The annual contract for RFP 2022-P10 County Clerk Auto-Indexing System, is scheduled to expire on October 10, 2023. This letter will serve as official notice that Hays County would like to exercise its first (1st) option to renew the existing contract for one (1) additional year effective October 11, 2023 – October 10, 2024, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

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

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor


Signature

Yao Choong
Printed Name

Just Appraised, Inc.
Company

October 5, 2023
Date

Approved by the Hays County
Commissioners Court on: _____

Ruben Becerra
Hays County Judge



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize the purchase of items from BJ's Tees valued at \$1,890.23 for the continuing education safety program for the Transportation Department. **COHEN/BORCHERDING**

Summary:

The Transportation Department would like to purchase these items as incentives for safety-related awareness practiced throughout the year as a part of the continuing education safety program.

Fiscal Impact:

Amount Requested: \$1890.23

Line Item Number: 020-710-00.5391

Budget Office:

Source of Funds: Road and Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Requires a purchasing policy waiver from obtaining three quotes.

Comments: N/A

Auditor's Office

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

New Revenue Y/N?: N/A

Comments: N/A

Attachments

Quote for purchasing items (BJ's Tees) 2023-2024



BJ's Tees, LLC
2206A Old Ranch Rd 12
San Marcos, TX 78666 US
bjs.tees.llc@gmail.com
www.sanmarcostees.com

ADDRESS

Road & Bridge
Hays County
512-738-2532

Estimate 2485

DATE 10/02/2023

| ACTIVITY | DESCRIPTION | QTY | RATE | AMOUNT |
|-------------|---|-----|-------|----------|
| Description | Hays County Transportation Caps | 1 | 0.00 | 0.00 |
| Embroidery | #112 Richardson -Heather Grey Front & Royal Blue Back with Royal Blue Embroidered Embellishment on Snapback Trucker Cap | 100 | 18.49 | 1,849.00 |
| Freight | Estimated Freight/Inbound from suppliers warehouse | 1 | 41.23 | 41.23 |

TOTAL \$1,890.23

Accepted By

Accepted Date



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve out of state travel for Deputy Stefan Haltermann to attend the International Breachers Symposium on October 29-November 1, 2023 in Southaven, MS. **INGALSBE/CUTLER**

Summary:

Out-of-state travel is needed to send Deputy Stefan Haltermann to attend the International Breachers Symposium on October 29-November 1, 2023, in Southaven, MS.

This symposium brings together breachers from around the world to make tactical breaching safer and more productive. As a member of the Hays County SWAT team, this symposium will greatly benefit Deputy Haltermann to attend and pass along the knowledge gained. The symposium has been tested and proven to be successful in achieving the key objective of transferring productive information via subject matter expert speakers, a mission-specific trade show, and numerous range demonstrations.

Funding for registration fees and travel expenses, including hotel and per diem fees, will be paid for out of the Sheriff's Office Continuing Education funds.

Fiscal Impact:

Amount Requested: \$1,800

Line Item Number: 001-618-00.5551

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?:

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Continuing Education Expense

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Approve Utility Permits. **INGALSBE/BORCHERDING**

Summary

| | |
|-------------------|---|
| TRN-2023-6934-UTL | Goforth SUD is boring under Peaceful Valley Rd. for a water line service. |
| TRN-2023-6948-UTL | Goforth SUD is boring under Shady Oaks Dr. for a water line service. |

Attachments

Permit
Site Plan
Permit
Site Plan



Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

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

Utility Company Information:

Name: GOFORTH SPECIAL UTILITY DISTRICT
Address: 890 NIEDERWALD STRASSE NIEDERWALD TX
Phone:
Contact Name: MARIO TOBIAS

Engineer / Contractor Information:

Name: GOFORTH SPECIAL UTILITY DISTRICT
Address: 890 NIEDERWALD STRASSE NIEDERWALD TX 78640
Phone:
Contact Name: MARIO TOBIAS

Hays County Information:

Utility Permit Number: TRN-2023-6934
Type of Utility Service:
Project Description:
Road Name(s):
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

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

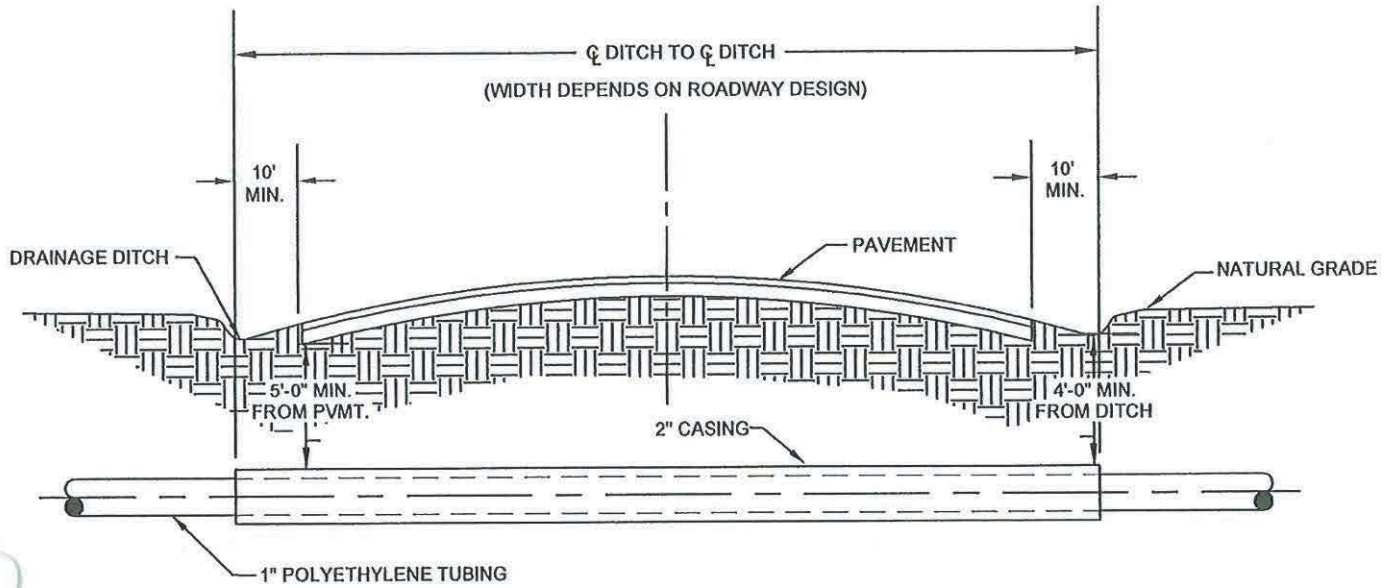
10/05/2023

Signature

Title

Date

NOTE:
UNLESS OTHERWISE REQUIRED BY THE
ROADWAY AUTHORITY, CASING PIPE SHALL
BE ASTM D 2241, SDR21, OR ASTM D 1785,
SCH. 40



NOTE: CASING SPACERS ARE REQUIRED FOR ALL LINES 6" AND LARGER

SERVICE LINE BORING & ENCASEMENT DETAILS-RURAL

METER SERVICE DETAIL

SCALE : NONE

REV. DATE : 3/07

DWG. W-5

GOFORTH S.U.D.

HAYS, CALDWELL & TRAVIS COUNTIES,
TEXAS

S:\Projects_1\0092-Goforth WSC\DETAILS\DETAILS-0507.dwg



SCALE: NONE



10 YEAR CAPITAL IMPROVEMENT MAP

GOFORTH S.U.D.

HAYS, CALDWELL & TRAVIS COUNTIES, TEXAS



Southwest Engineers, Inc.

Civil - Environmental - Planning

Buda

14000 S. Park Lane, Suite 200

Buda, Texas 78610

817-251-1111

www.swengineers.com

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Hays County Transportation Department

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

UTILITY PERMIT APPROVAL LETTER

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

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

General Special Provisions:

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

Utility Company Information:

Name:
Address:
Phone:
Contact Name:

Engineer / Contractor Information:

Name: GOFORTH SPECIAL UTILITY DISTRICT
Address: 8900 NIEDERWALD STRASSE NIEDERWALD TX 78640
Phone:
Contact Name: MARIO TOBIAS

Hays County Information:

Utility Permit Number: TRN-2023-6948
Type of Utility Service:
Project Description:
Road Name(s):
Subdivision:
Commissioner Precinct:

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

Authorization by Hays County Transportation Department

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

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

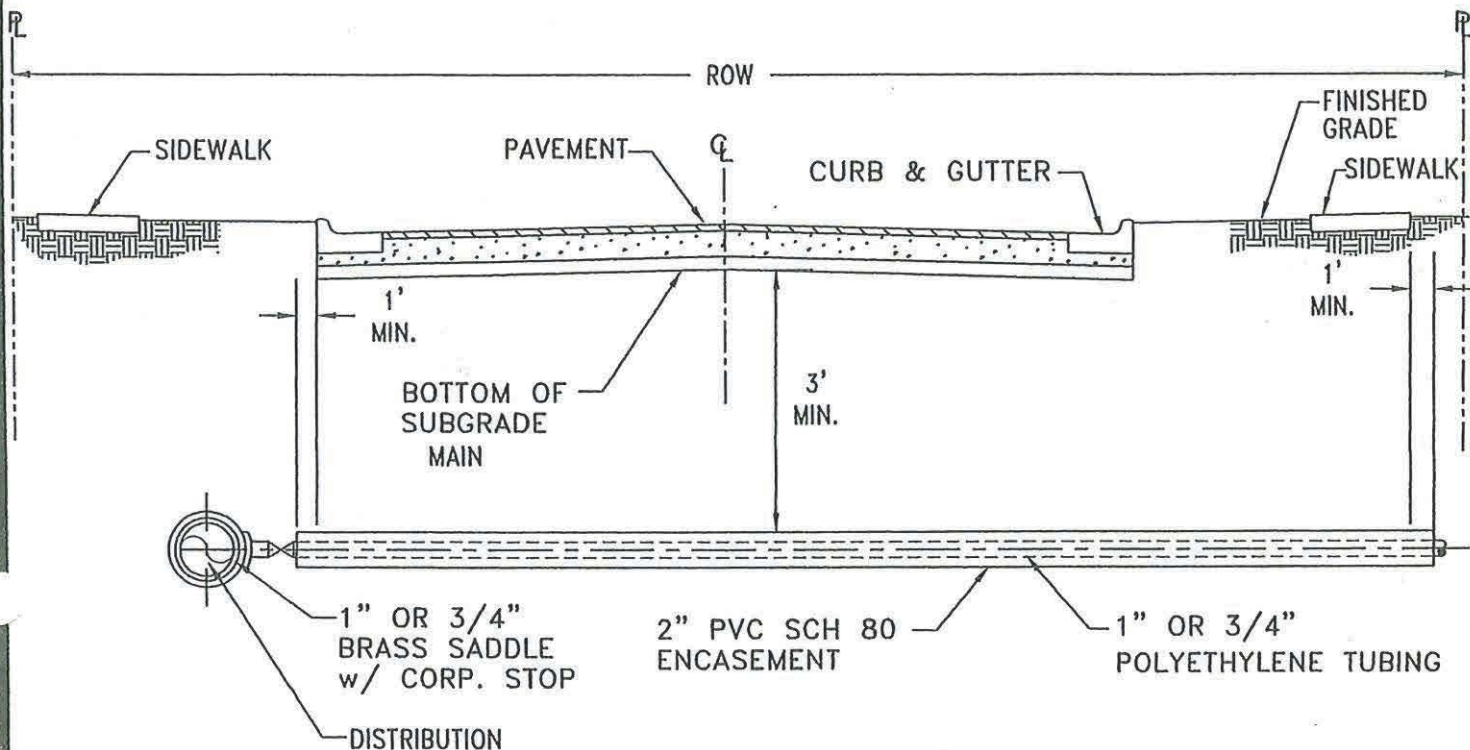
10/05/2023

Signature

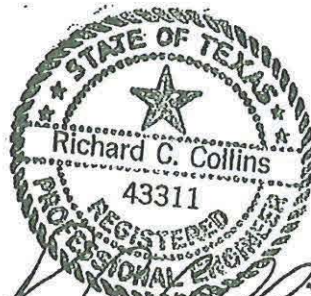
Title

Date





BORING & ENCASEMENT DETAILS-URBAN



Richard C. Collins
5-6-04

METER SERVICE DETAIL

SCALE : NONE

REV. DATE : 2/04

GOFORTH W.S.C.



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Tammy Crumley

Sponsor:

Commissioner Shell

Agenda Item

Approve specifications for IFB 2024-B01 TXCDBG - Cedar Oaks Mesa WSC - Water Improvements and authorize Purchasing to solicit for bids and advertise. **SHELL/T.CRUMLEY**

Summary

The proposed project will include 1,560 linear feet of 6" waterline, 3 fire hydrants and all necessary supportive work and appurtenances.

Attachments

IFB 2023-B01 TXCDBG - Cedar Oaks Mesa WSC - Water Improvements

Attachment A - Wage Determination Decision

Attachment B - Technical Specifications

Attachment C - Construction Plans



HAYS COUNTY

PROJECT CONSTRUCTION MANUAL

FOR

TXCDBG – Cedar Oaks Mesa WSC – Water Improvements

TXCDBG Contract No.: CDV21-0346

TRC Project No.: 439192

Bid No. IFB 2024-B01

Bid Date: November 28, 2022

Bid Time: 12:00 PM CST

Hays County, Texas
Purchasing Department
712 South Stagecoach Trail, Suite 1071
San Marcos, TX 78666

Engineer On Record:

TRC Engineers, Inc. (T.B.P.E. Firm Registration #F-8632)

505 East Huntland Dr. Ste. 250

Austin, TX 78752

512-454-8716

Commissioners Court Approval:

October 12, 2023



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SECTION 1
IFB SUBMITTAL CHECKLIST

IFB Submittal Checklist

This checklist is provided for convenience and identifies documents that must be submitted with the bid/proposal in order to be considered responsive. Any bids/proposals received without these requisite documents may be deemed nonresponsive and may not be considered for contract award.

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

- ___ 1. Completed Bid Form
- ___ 2. Completed Schedule of Rates and Prices
- ___ 3. Vendor References Completed
- ___ 4. Bid Bond for 5% of total bid amount

Required Forms by Hays County:

- ___ 1. Conflict of Interest Questionnaire Completed and Signed
- ___ 2. Certificate of Interested Parties – Form 1295 filed online with the Texas Ethics Commission and Signed
- ___ 3. Code of Ethics Signed
- ___ 4. Historically Underutilized Businesses Signed
- ___ 5. House Bill 89 Verification Signed and Notarized
- ___ 6. Senate Bill 252 Certification Signed
- ___ 7. Vendor/Bidder's Affirmation Completed and Signed
- ___ 8. Related Party Disclosure Form Completed and Signed
- ___ 9. Debarment & Licensing Certification Signed and Notarized
- ___ 10. Appendix II to Part 200
- ___ 11. FHWA Certification
- ___ 12. System for Award Management (www.SAM.gov) Entity Registration Page
- ___ 13. Statement of Statutory Compliance SB 13, 19, 89 & 2116 Verification Form
- ___ 14. Certification Regarding Lobbying
- ___ 15. Any addenda applicable to this solicitation

Hays County will accept bids, 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, within 24 hours of bid due date, 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 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 78666

SECTION 2
INVITATION FOR BIDS

PUBLIC NOTICE
HAYS COUNTY INVITATION FOR BIDS

Hays County will be accepting sealed Bids for:

IFB 2024-B01 TXCDBG – Cedar Oaks Mesa WSC – Water Improvements

Sealed Bids will be received by Hays County, through either hardcopy at the Purchasing Office, Hays County Government Center, 712 South Stagecoach Trail, Suite 1071, San Marcos, TX 78666 or electronically through www.bidnetdirect.com/hayscounty (the BidNet Direct website) until 10:00 AM local time on November 2, 2023, at which time and place the bids will be publicly opened and read.

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

DETAIL SUMMARY

- | | |
|--------------------------------------|--|
| 1. Issuing Office: | Hays County Purchasing Office 712 S. Stagecoach Trail, Suite 1204 San Marcos, TX 78666 |
| 2. Responses to Solicitation: | Sealed bids marked with Solicitation Number and Respondent Name on the outermost envelope: One (1) original and one (1) digital copy on a thumb drive OR Electronic bid packets can be submitted through BidNet Direct and one (1) hard copy is required to be received within 24 hours of due date. |
| 3. Deadline for Responses: | In issuing office or submitted to BidNet Direct no later than: November 2, 2023; 10:00 a.m. Central Time (CT) |
| 4. Pre-Bid Meeting: | Recommended October 19, 2022; 10:00 a.m. Central Time (CT) Hays County Purchasing Office 712 S. Stagecoach Trail, St. 1071, San Marcos, TX 78666 |
| 5. Bonding Requirements: | Bid Bond: 5% of total bid amount due at bid submittal Performance and Payment Bonds: 100% of Contract Price within 10 days of award |
| 6. Retainage | The owner will withhold 5% retainage of the Contractor. The Contractor may withhold retainage on subcontractors in accordance with state and federal regulations. |
| 7. Contract Term: | 180 Calendar Days |
| 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 October 25, 2023; 5:00 p.m. CT. Telephone inquiries will not be accepted. Questions |

may be submitted by email to the purchasing address above. Answers to questions will be provided in the form of an addendum after the question deadline has passed. All addenda will be posted on CivicPlus, BidNet Direct and ESBD websites.

10. Addenda

Any interpretations, corrections or changes to this IFB 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 bid 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.

12. Websites for Documents:

All Bid Documents can be downloaded on the following websites:
BidNet Direct: www.bidnetdirect.com//hayscounty
City of San Marcos, Civic Plus Bid Posting: <https://www.sanmarcostx.gov/Bids.aspx>
Electronic State Business Daily: <http://www.txsmartbuy.com/sp>
www.civcastusa.com

Anticipated Schedule of Events

| | |
|-------------------------|--|
| October 12, 2023 | Issuance of IFB |
| October 19, 2023 | Pre-Bid Meeting in-person (10:00 AM, CT) |
| October 25, 2023 | Deadline for Submission of Questions (5:00 PM, CT) |
| November 2, 2023 | Deadline for Submission of Bids (10:00 AM, CT) Late bids will not be accepted |
| December 2023 | Anticipated Contract Award Date |

SECTION 3
BID INSTRUCTIONS / REQUIREMENTS

BID INSTRUCTIONS/REQUIREMENTS

A. Scope of Work

The proposed project will include 1,560 linear feet of 6" waterline, 3 fire hydrants and all necessary supportive work and appurtenances.

The attachments to this IFB provide specific details regarding this project and should be thoroughly reviewed prior to bid submittal:

Attachment A: Wage Determination Decision

Attachment B: Technical Specifications

Attachment C: Plan Drawings

Attachment D: FHWA 1273

B. Qualifications

Prospective bidder shall meet the following requirements:

- Provide a list of similar projects of equal or greater dollar amount that have been installed and are in operation within the past five (5) years. Must include Location, Description (size, type, length), contact person and phone number, and Date of Installation.

REFERENCES: Hays County requires respondent to supply with the bid, a list of at least three (3) references where like services have been supplied by their company on the Vendor Reference Form in Section 4: Forms

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
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

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.

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.

COMPLIANCE WITH LAWS: The successful bidder 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 bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance per the insurance requirements in Section 9.

C. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed. Separate bid forms are provided for your use.

D. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The County will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

E. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

F. Bids

1. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.
2. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
3. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening, see Submittal Checklist on all documents required
4. The County may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
5. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

G. Bid Modifications Prior to Bid Opening

Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the locality prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide only the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the locality until the sealed bid is open.

H. Bid Bond

1. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with bid.

I. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The Grant Recipient shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the Grant Recipient all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the Grant Recipient that the bidder is qualified to carry out properly the terms of the contract.

J. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

K. Corrections

Erasures or other corrections in the bid must be noted over the signature of the bidder.

L. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. All bids must be either electronically submitted or physically received in the Procurement Office by the bid due date: November 2, 2023 @ 10:00 AM (CST). All Bids will be read aloud directly following the due date and time. NO LATE BIDS WILL BE ACCEPTED.

M. Opening of Bids

The County shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

N. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

O. Award of Contract/Rejection of Bids

1. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
2. The Grant Recipient reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.

P. Execution of Agreement/Performance and Payment Bonds

1. Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a performance and payment bond in the amount of the contract.
2. The failure of the successful bidder to execute the agreement and supply the required bonds within ten (10) days of contract award and execution, shall constitute a default and the locality may, at its option either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

Q. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

R. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

S. Certification Regarding Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification 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 a Federal contract, grant or any other award covered by 31 USC § 1352.

SECTION 4: HAYS COUNTY FORMS

BID FORM

BID FORM: SCHEDULE OF RATES AND PRICES

VENDOR REFERENCES

CONFLICT OF INTEREST QUESTIONNAIRE

CERTIFICATION OF INTERESTED PARTIES

CODE OF ETHICS FOR HAYS COUNTY

HAYS COUNTY PRACTICES RELATED TO HISTORICALLY UNDERUTILIZED BUSINESSES

HOUSE BILL 89 VERIFICATION

SENATE BILL 252 CERTIFICATION

DEBARMENT AND LICENSING CERTIFICATION

VENDOR/BIDDER'S AFFIRMATION

RELATED PARTY DISCLOSURE FORM

APPENDIX II to PART 200

FHWA 1273 CERTIFICATION

STATEMENT OF STATUTORY COMPLIANCE SB 13, 19, 89 & 2116 VERIFICATION FORM

CERTIFICATION REGARDING LOBBYING

BID FORM

PROJECT IDENTIFICATION

Project No. IFB 2024-B01 TXCDBG – Cedar Oaks Mesa WSC – Water Improvements
(TXCDBG Contract No.: CDV21-0346)

THIS BID IS SUBMITTED TO:

Electronically: BidNet Direct: www.bidnetdirect.com/hayscounty

Manually:

Hays County Purchasing Department
Attn: Stephanie Hunt
712 South Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

All Bids will be considered non-responsive if the required items and documents listed on the submittal checklist are not signed and submitted with the Bid.

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over COUNTY.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices, and will pay not less than the Prevailing Wage Rates for Hays County, Texas. The work will be completed within **180 Calendar Days** from the date for commencing work as set forth in the "Notice to Proceed" to be issued by the COUNTY.

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

The undersigned Bidder hereby declares that they have visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid. Upon issuance of Notice to Proceed, a mutually agreed upon start date will be determined.

Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED ON _____, 20____.

State Contractor License Number _____

IF BIDDER is: An Individual

By _____ (SEAL)
(Individual's Name)

(Signature)

doing business as: _____

Business address: _____

Phone Number: _____ Fax Number: _____

Email: _____

IF BIDDER is: A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)

(Signature)

Business address: _____

Phone Number: _____ Fax Number: _____

Email: _____

IF BIDDER is: A Corporation

By _____ (SEAL)
(Corporate Name)

(State of Incorporation)

By _____ (SEAL)
(Name of Person Authorized to Sign)

(Signature)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address

Phone Number: _____ Fax Number: _____

Email: _____

Date of Qualification to Do Business is: _____

IF BIDDER is: A Joint Venture

By _____ (SEAL)
(Name)

(Address)

(Signature)

By _____
(Name)

(Address)

(Signature)

Phone & Fax Numbers, Email & mailing addresses for receipt of official communications:

(Each joint venturer must sign. The manner for signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner above.)

Hays County, Texas
IFB 2024-B01 TXCDBG - Cedar Oaks Mesa - Water Improvements
TXCDBG Contract No.: CDV21-0346
Schedule of Rates and Prices

Having Carefully examined the Instructions to Bidders, the General Conditions of the Contract, and Detailed Plans and Specifications, the undersigned Bidder hereby proposes to do all the work and furnish all necessary superintendence, labor, machinery, equipment, tools, and materials, and to complete all the work this refers to, for the construction of all items listed at the prices shown for each item below. Bid prices MUST be shown in Words and Figures for each item listed below, and in the event of a discrepancy, the words shall control.

Bidder agrees to perform all work listed in the bid and as described in the specifications and shown on the plans, for the following unit prices. The below prices shall include all labor, materials, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for. The work proposed to be done shall be accepted fully completed and finished in accordance with the plans and specification of the Enginer and Hays County.

| Item No. | Item Description | Unit | No. of Units | Unit Price | Total Amount |
|----------|---|----------|--------------|------------|--------------|
| B01.1 | Furnishing the required Performance and Payment Bonds for the project, as described in the project specifications | Lump Sum | 1 | \$ - | \$ - |
| | written out amount: | | | | |
| B01.2 | Mobilization to the site at project commencement and de-mobilization from the site at project end, as described in these specifications (cannot exceed 10% of the total bid amount) | Lump Sum | 1 | \$ - | \$ - |
| | written out amount: | | | | |
| B01.3 | Furnishing all equipment, labor, and materials to install 6" C900 PVC Water Line complete and in place, including all excavation, backfill, hauling, and compaction necessary to complete the installation, as well as completion of hydrostatic testing and disinfection per the project specifications. | LF | 1565 | \$ - | \$ - |
| | written out amount: | | | | |
| B01.4 | Furnishing all equipment, labor, and materials to install 6" Gate Valves complete and in place, including all excavation, backfill, hauling, and compaction necessary to complete the installation, as well as completion of hydrostatic testing and disinfection per the project specifications. | EA | 10 | \$ - | \$ - |
| | written out amount: | | | | |
| B01.5 | Furnishing all equipment, labor, and materials to install 2" Gate Valves complete and in place, including all excavation, backfill, hauling, and compaction necessary to complete the installation, as well as completion of hydrostatic testing and disinfection per the project specifications. | EA | 1 | \$ - | \$ - |
| | written out amount: | | | | |

| | | | | | |
|--------|--|----------|------|------|------|
| B01.6 | Furnishing all equipment, labor, and materials to install Fire Hydrant Assemblies complete and in place. Payment shall include all pipe, fittings, and appurtenances on the Fire Hydrant side of the gate valve, including all excavation, backfill, hauling, and compaction necessary to complete the installation, as well as completion of hydrostatic testing and disinfection per the project specifications. | EA | 3 | \$ - | \$ - |
| | written out amount: | | | | |
| B01.7 | Furnishing all equipment, labor, and materials to install Ductile Iron Fittings complete and in place, including all excavation, backfill, hauling, and compaction necessary to complete the installation, as well as completion of hydrostatic testing and disinfection per the project specifications. | TON | 1 | \$ - | \$ - |
| | written out amount: | | | | |
| B01.8 | Furnishing all equipment, labor, and materials to install Connections to Existing Water Lines complete and in place, including all excavation, backfill, hauling, and compaction necessary to complete the installation, as well as completion of hydrostatic testing and disinfection per the project specifications. | EA | 6 | \$ - | \$ - |
| | written out amount: | | | | |
| B01.9 | Furnishing all equipment, labor, and materials to install Connections to Existing Service Lines and Meters complete and in place, including all excavation, backfill, hauling, and compaction necessary to complete the installation, as well as completion of hydrostatic testing and disinfection per the project specifications. | EA | 21 | \$ - | \$ - |
| | written out amount: | | | | |
| B01.10 | Furnishing all equipment, labor, and materials to install ASphalt Repair for waterlines, services, and fire hydrants lead (regardless of width) complete and in place per the project specifications. | LF | 1618 | \$ - | \$ - |
| | written out amount: | | | | |
| B01.11 | Furnishing all equipment, labor, and materials to install a Pressure Reducing Valve complete and in place, including all pipe, fittings, valves, vaults, and other appurtenances, excavation, backfill, pavement restoration, hauling, and compaction necessary to complete the installation per the project specifications. | Lump Sum | 1 | \$ - | \$ - |
| | written out amount: | | | | |
| B01.12 | Furnishing all equipment, labor, and materials to install a Pressure Pipe Offset complete and in place, including all pipe, fittings, and other appurtenances, excavation, backfill, hauling, and compaction necessary to complete the installation per the project specifications. | Lump Sum | 1 | \$ - | \$ - |
| | written out amount: | | | | |
| B01.13 | Furnishing all equipment, labor, and materials to implement the Storm Water Pollution Prevention Plan (SWPPP), as described in the project specifications. | Lump Sum | 1 | \$ - | \$ - |
| | written out amount: | | | | |

| | | | | | |
|--------|---|----------|---|------|------|
| B01.14 | Furnishing all equipment, labor, and materials to install Hydromulch, as described in the project specifications. | Lump Sum | 1 | \$ - | \$ - |
| | written out amount: | | | | |

| | | | | |
|---|--|--|--|------|
| Total Schedule of Rates and Prices (Bid Amount) | | | | \$ - |
|---|--|--|--|------|

Total Schedule of Rates and Prices (Bid Amount): written out

| | | | |
|--|---------|--|-------|
| | dollars | | cents |
|--|---------|--|-------|

Addendum

Receipt is hereby acknowledged of the following addenda to the contract documents:

- Addendum No. 1 Dated _____ Received _____
- Addendum No. 2 Dated _____ Received _____
- Addendum No. 3 Dated _____ Received _____

Vendor References

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: _____

Email: _____

Scope & Duration of Contract: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Email: _____

Scope & Duration of Contract: _____

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.

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 that is awarded a contract or purchase approved by Hays County Commissioner's Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the County. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

Code of Ethics for Hays County

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE: _____

PRINT NAME & TITLE: _____

COMPANY NAME: _____

Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

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

2. DEFINITIONS

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

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

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

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

3. GUIDELINES

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

County will solicit bids from certified HUB's for state purchasing and public works contracts.

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

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

Date

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

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

Debarment and Licensing Certification

STATE OF (_____) §
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: _____

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

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

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

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

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

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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

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

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

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of recovered materials (§ 200.323) - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment (§200.216)

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) (§ 200.322) Domestic preferences for procurements –

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

YES _____ NO _____

Authorized Signature:

Printed Name and Title:

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.

FHWA 1273 CERTIFICATION

I have read, understand, and agree to comply with the FHWA 1273 presented in Attachment D. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES _____ NO _____

Authorized Signature:

Printed Name and 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.

STATEMENT OF STATUTORY COMPLIANCE SB 13, 19, 89 & 2116 VERIFICATION FORM

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Senate Bill 2116 of the 87th regular Texas Legislature session:

Section 2274.0102, prohibits a governmental entity from entering into a contract or other agreement relating to “critical infrastructure” (defined to mean a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility) in this state with a company if the city knows that the company is: (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia, or other designated countries; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or other designated countries; or (2) headquartered in China, Iran, North Korea, Russia, or other designated countries.

Pursuant to Section 2270.001, 2270.002, 808.001, 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” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.

Certification:

I, _____ (person name), the undersigned representative of (company/business name) _____ (hereinafter referred to as Company) being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and

verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.

SIGNATURE OF COMPANY REPRESENTATIVE

DATE

On this the _____ day of _____, 2023, 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 SIGNATURE

DATE

Certification Regarding Lobbying
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti- lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

SECTION 5
STANDARD FORM OF CONTRACT

STANDARD FORM OF CONTRACT
Hays County, Texas

STATE OF TEXAS

HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the "Contract") is by and between **HAYS COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter called "County") and (hereinafter called Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project is generally described as follows:

Project No. **IFB 2024-B01 – TXCDBG – Cedar Oaks Mesa WSC – Water Improvements**
(Project Name)

Article 2. Engineer of Record

The Project has been designed by **TRC Engineers, Inc.** who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **180 Calendar Days** (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completions of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 4.1 below (the "Contract Price")

- 4.1 For all Unit price Work, an amount equal to the sum of the established unit price for each separately identified item of the Unit Price Work times the estimated quantity if that item as indicated in the Bid Form Schedule of Rates and Prices. And as totaled below:

TOTAL OF ALL UNIT PRICES: (written out)

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Contract, Contractor makes the following representations:

- 5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the “technical data”.
- 5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which has been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor’s purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness if information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- 5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.
- 5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.
- 5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing to conduct business in the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of the Contractor has been duly authorizes to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or bylaws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor’s knowledge and belief, will conflict with any order or decree of any court of governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of the Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

The "Contract Documents", which comprise the entire agreement between Hays County and Contractor concerning the Work, consist of the following:

- 6.1 This Standard Form of Contract
- 6.2 Performance Bond
- 6.3 Payment Bond
- 6.4 Maintenance Bond
- 6.5 Certificate of Insurance
- 6.6 Wage Rates
- 6.7 Standard Specifications
- 6.8 Special Provisions
- 6.9 Special Conditions
- 6.10 Technical Specifications
- 6.11 Plan Drawings
- 6.12 Addendum numbers _____ to _____, inclusive
- 6.13 Contractor's Bid Form
- 6.14 Documentation submitted by Contractor prior to Notice of Award
- 6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

Article 7. Miscellaneous

- 7.1 Terms used in this contract which are defined in the Standard Specifications will have the meanings included in the Standard Specifications.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention if the stricken position.
- 7.5 Each Party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connections with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however its choice of law rules.
- 7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training including apprenticeship.
- 7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.
- 7.9 Each party to the Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the Extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed, or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and Contract Documents represent the entire and integrates agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIES, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on _____, 20____ (which is the "Effective Date" of the Contract)

COUNTY_____ CONTRACTOR_____

By:_____ By:_____

Printed Name: Rueben Becerra, Printed Name: _____

Title: Hays County Judge Title: _____

(CORPORATE SEAL)

Attest:_____

Dr. Elaine H. Cardenas, County Clerk

Attest: _____

SECTION 6
WAGE RATES

"General Decision Number: TX20230007 01/06/2023

Superseded General Decision Number: TX20220007

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClellon and Williamson Counties) and HIGHWAY Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

| | |
|---|---|
| If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: | <ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023. |
| If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: | <ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/06/2023

SUTX2011-006 08/03/2011

Rates Fringes

CEMENT MASON/CONCRETE
FINISHER (Paving and
Structures).....\$ 12.56 **

ELECTRICIAN.....\$ 26.35

FORM BUILDER/FORM SETTER
Paving & Curb.....\$ 12.94 **
Structures.....\$ 12.87 **

LABORER
Asphalt Raker.....\$ 12.12 **
Flagger.....\$ 9.45 **
Laborer, Common.....\$ 10.50 **
Laborer, Utility.....\$ 12.27 **
Pipelayer.....\$ 12.79 **
Work Zone Barricade
Servicer.....\$ 11.85 **

PAINTER (Structures).....\$ 18.34

POWER EQUIPMENT OPERATOR:
Agricultural Tractor.....\$ 12.69 **
Asphalt Distributor.....\$ 15.55 **
Asphalt Paving Machine.....\$ 14.36 **
Boom Truck.....\$ 18.36
Broom or Sweeper.....\$ 11.04 **
Concrete Pavement
Finishing Machine.....\$ 15.48 **
Crane, Hydraulic 80 tons
or less.....\$ 18.36
Crane, Lattice Boom 80
tons or less.....\$ 15.87 **
Crane, Lattice Boom over
80 tons.....\$ 19.38
Crawler Tractor.....\$ 15.67 **
Directional Drilling
Locator.....\$ 11.67 **
Directional Drilling
Operator.....\$ 17.24
Excavator 50,000 lbs or
Less.....\$ 12.88 **
Excavator over 50,000 lbs...\$ 17.71
Foundation Drill, Truck
Mounted.....\$ 16.93
Front End Loader, 3 CY or
Less.....\$ 13.04 **
Front End Loader, Over 3 CY.\$ 13.21 **
Loader/Backhoe.....\$ 14.12 **
Mechanic.....\$ 17.10
Milling Machine.....\$ 14.18 **
Motor Grader, Fine Grade...\$ 18.51
Motor Grader, Rough.....\$ 14.63 **
Pavement Marking Machine...\$ 19.17
Reclaimer/Pulverizer.....\$ 12.88 **

Roller, Asphalt.....\$ 12.78 **
 Roller, Other.....\$ 10.50 **
 Scraper.....\$ 12.27 **
 Spreader Box.....\$ 14.04 **
 Trenching Machine, Heavy....\$ 18.48

Servicer.....\$ 14.51 **

Steel Worker

Reinforcing.....\$ 14.00 **
 Structural.....\$ 19.29

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Traffic Signal/Light Pole
 Worker.....\$ 16.00 **

TRUCK DRIVER

Lowboy-Float.....\$ 15.66 **
 Off Road Hauler.....\$ 11.88 **
 Single Axle.....\$ 11.79 **
 Single or Tandem Axle Dump
 Truck.....\$ 11.68 **
 Tandem Axle Tractor w/Semi
 Trailer.....\$ 12.81 **

WELDER.....\$ 15.97 **

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher
 minimum wage under Executive Order 14026 (\$16.20) or 13658
 (\$12.15). Please see the Note at the top of the wage
 determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
 for Federal Contractors applies to all contracts subject to the
 Davis-Bacon Act for which the contract is awarded (and any
 solicitation was issued) on or after January 1, 2017. If this
 contract is covered by the EO, the contractor must provide
 employees with 1 hour of paid sick leave for every 30 hours
 they work, up to 56 hours of paid sick leave each year.
 Employees must be permitted to use paid sick leave for their
 own illness, injury or other health-related needs, including
 preventive care; to assist a family member (or person who is
 like family to the employee) who is ill, injured, or has other
 health-related needs, including preventive care; or for reasons
 resulting from, or to assist a family member (or person who is
 like family to the employee) who is a victim of, domestic
 violence, sexual assault, or stalking. Additional information
 on contractor requirements and worker protections under the EO
 is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within
 the scope of the classifications listed may be added after
 award only as provided in the labor standards contract clauses
 (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

SECTION 7
PERFORMANCE BOND

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as principal, and

_____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Hays County (County), in the penal sum of

_____ Dollars

(\$_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with the County, dated the _____ day of _____, 20____ (the "Agreement"), to which the said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by the Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement and the Contract Documents hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder, or to the Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20____.

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

() _____
PHONE NUMBER

() _____
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

() _____
PHONE NUMBER

SIGNATURE OF LICENSED LOCAL
RECORDING AGENT appointed to countersign on
behalf of Surety (Required by Art. 21.09 of the
Insurance Code)

I, _____, having executed Bonds
SIGNATURE

for _____ do hereby affirm I have
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

SECTION 8
PAYMENT BOND

PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as Principal
(hereinafter referred to as the "Principal"), and

_____ authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Hays County, (hereinafter referred to as the "County"), in the penal sum of

_____ Dollars

(\$ _____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written agreement with the County, dated the _____ day of _____, 20_____, to _____

_____ (hereinafter referred to as the "Agreement"), which said Agreement and the Contract Documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Agreement, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day
of _____, 20_____.

PRINCIPAL

SURETY

SIGNATURE

SIGNATURE

NAME & TITLE

NAME & TITLE

ADDRESS

ADDRESS

(_____) _____
PHONE NUMBER

(_____) _____
PHONE NUMBER

The name and address of the Resident Agency of Surety is:

(_____) _____
PHONE NUMBER

SIGNATURE OF LICENSED LOCAL
RECORDING AGENT appointed to countersign on
behalf of Surety (Required by Art. 21.09 of the
Insurance Code)

SECTION 9
CERTIFICATE OF INSURANCE

Certificate of Insurance Requirements of Contractor

1. Specific Insurance Requirements:

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

| Insurance | Coverage/Limits | Other Requirements |
|---|---|--|
| Commercial General Liability (Occurrence Basis) | <p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> \$1,000,000 Per Occurrence \$2,000,000 General Aggregate \$2,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal And Advertising Injury <p>Designated Construction Project(s) General Aggregate Limit</p> | <ul style="list-style-type: none"> Current ISO edition of CG 00 01 ACORD Form Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01. This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and noncontributing. Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state. The following exclusions/limitations (or their equivalent(s), are prohibited: <ul style="list-style-type: none"> Contractual Liability Limitation CG 2139 Amendment of Insured Contract Definition CG 24 26 Limitation of Coverage to Designated Premises or Project, CG 2144 Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95 Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 2142 or CG 2143 Any Classification limitation Any Construction Defect Completed Operations exclusion Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it Any endorsement modifying or deleting Explosion, Collapse or Underground coverage Any habitational or residential exclusion applicable to the Work Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured Any Punitive, Exemplary or Multiplied Damages exclusion Any Subsidence exclusion |
| Business Auto Liability | <p>Amount of coverage shall be no less than:</p> <ul style="list-style-type: none"> \$1,000,000 Per Accident | <ul style="list-style-type: none"> Current ISO edition of CA 00 01 ACORD Form Arising out of any auto (Symbol 1), including owned, hired and nonowned |

| | | |
|--|---|---|
| Workers' Compensation and Employer's Liability | <p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> • Statutory Limits • \$1,000,000 Each Accident and Disease • Alternate Employer endorsement • USL&H must be provided where such exposure exists. | <ul style="list-style-type: none"> • The State in which work is to be performed must listed under Item 3.A. on the Information Page • Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. • Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner. |
| Excess Liability (Occurrence Basis) | <p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> • \$1,000,000 Each Occurrence • \$1,000,000 Annual Aggregate | <ul style="list-style-type: none"> • Such insurance shall be excess over and be no less broad than all coverages described above. • Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured. |
| Professional Liability | <p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> • \$1,000,000 Each Occurrence • \$2,000,000 Annual Aggregate • If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be: <ul style="list-style-type: none"> • \$3,000,000 Each Loss and Aggregate. • Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services. • Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement. | <ul style="list-style-type: none"> • Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. • This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: • Bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors • Habitational or residential operations <ul style="list-style-type: none"> ○ mold and/or microbial matter and/or fungus and/or biological substance • Punitive, exemplary or multiplied damages. • Any retroactive date must be effective prior to beginning of services for the Owner. • Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date. |
| Contractors Pollution Liability | <p>Amounts of coverage shall be no less than:</p> <ul style="list-style-type: none"> • \$1,000,000 Each Loss • \$2,000,000 Annual Aggregate • If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate. • The policy must provide coverage for: <ul style="list-style-type: none"> ○ The full scope of the named insured's operations (on-going and completed) as described within the scope of work for this Agreement ○ Loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and | <ul style="list-style-type: none"> • The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured. • This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: <ul style="list-style-type: none"> ○ Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable. • Impaired property that has not been |

| | | |
|---------------|---|--|
| | <p>contaminated drywall</p> <ul style="list-style-type: none"> ○ Third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; ○ Diminution of value and Natural Resources damages ○ Contractual liability • Claims arising from non-owned disposal sites utilized in the performance of this Agreement. | <p>physically injured</p> <ul style="list-style-type: none"> • Materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. • Property damage to the work performed by the contractor • Faulty workmanship as it relates to clean up costs or punitive, exemplary or multiplied damages <ul style="list-style-type: none"> ○ Work performed by subcontractors • If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work. • The policy will offer an extended discovery or extended reporting clause of at least three (3) years. • Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision. |
| Builders Risk | <ul style="list-style-type: none"> • Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence. • Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing. • The policy must provide coverage for: <ul style="list-style-type: none"> ○ Agreed Value Included ○ Damage arising from Included error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse ○ Debris removal additional limit \$1,000,000 ○ Earthquake and Earthquake Sprinkler \$5,000,00 ○ Leakage ○ Flood ○ Freezing \$5,000,000 ○ Mechanical breakdown Included including hot & cold | <ul style="list-style-type: none"> • Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds. • Such insurance shall cover: <ul style="list-style-type: none"> ○ All structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling; ○ All temporary structures (e.g., ○ Fencing, scaffolding, cribbing, false ○ Work, forms, site lighting, temporary utilities and buildings) located at the site; ○ All property including materials and supplies on site for installation; ○ All property including materials and supplies at other locations but intended for use at the site; ○ All property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and ○ Other work at the site identified in the • Agreement to which this Exhibit is attached. No protective safeguard warranty shall be permitted. • The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed. This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the |

| | | |
|--|--|---|
| | <p>Included testing</p> <ul style="list-style-type: none"> o Ordinance or law o Pollutant clean-up and \$1,000,000 removal \$25,000 o Preservation of property o Theft Included • Deductible shall not exceed o All Risks of Direct Included Damage, per Occurrence, except o Named Storm \$10,000 o o o Earthquake and 2% subject to \$50,000 Earthquake Sprinkler mini o mum Leakage, per Occurrence o Flood, per Occurrence or \$1,000,000 excess of NFIP if in Flood \$1,000,000 Zone A or V | <p>earliest of:</p> <ul style="list-style-type: none"> o The date on which all persons and organizations o Who are insureds under the policy agree that it shall be terminated; o Occupancy, in whole or in part; o The date on which release of substantial completion is executed; or o The date on which the insurable interests of Contractor in the Covered Property has ceased • A waiver of subrogation provision shall be provided in favor of all insureds |
|--|--|---|

1. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

- i. "ISO" means Insurance Services Office.
- ii. "Contractor" shall include subcontractors of any tier.
- iii. "Owner Parties" means (a) Hays County, Texas ("Owner"), (b) TRC Engineers, Inc. ("Engineer"), (c) the Project, (d) any lender whose loan is secured by a lien against the Work, (e) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (f) any directors, officers, employees, or agents of such persons or entities, and (g) others as required by the Construction Documents.

B. Policies.

- i. Contractor shall maintain such General Liability, Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- ii. All policies must:
 - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
 - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
 - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
 - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

- iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.
- v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

C. Limits. Deductibles and Retentions

- i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.
- ii. No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same

D. Forms.

- i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms.
- ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.

E. Evidence of Insurance. Insurance must be evidenced as follows:

- i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.
- ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
- iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
- iv. ACORD Forms specify:
 - a. Owner as certificate holder at Owner's mailing address;
 - b. Insured's name, which must match that on this Agreement;
 - c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
 - d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
 - e. Additional Insured status in favor of Owner Parties;
 - f. Amount of any deductible or self-insured retention in excess of \$25,000;
 - g. Designated Construction Project(s) General Aggregate Limit;
 - h. Primary and non-contributory status;
 - i. Waivers of subrogation; and
 - j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.
- v. Copies of the following shall also be provided:
 - a. General Liability Additional insured endorsement(s);
 - b. General Liability Schedule of Forms and Endorsements page(s); and
 - c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

F. Contractor Insurance Representations to Owner Parties.

- i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination

- of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
- ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
 - iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

G. Insurance Requirements of Contractor's Subcontractors.

- i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.
- ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self-insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owners Equipment.

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owner's equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

I. Release and Waiver.

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

SECTION 10
GENERAL CONDITIONS

General Conditions

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the Texas Department of Agriculture - Office of Rural Affairs through a Community Development Block Grant (TxCDBG) and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda shall form part of this contract and the provisions thereof shall be binding upon the parties as if they were herein fully set forth.

2. Definitions

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between the Hays County, Texas, hereinafter called the "County" and (Name of Construction Co.), hereinafter called "Contractor", of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means TRC Engineers, Inc., Engineer in charge, serving the County with architectural or engineering services, his successor, or any other person or persons, employed by the County for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision By Contractor

- (a) Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Engineer, on the work at all times during working hours with full authority to act as Contractor's agent. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall be responsible for all work executed under the Contract. Contractor shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has verified the subcontractor is eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the County except for cause.
- (c) The Contractor shall be as fully responsible to the County for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the County.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Payments to Contractor

(a) Partial Payments

- 1) The Contractor shall prepare the requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the agreement. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for inspection of the Engineer.
- 2) Monthly or partial payments made by the County to the Contractor are advanced for the purpose of assisting the contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the County. Such payments shall not constitute a waiver of the right of the County to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the County in all details.

(b) Final Payment

After final inspection and the acceptance by the County of all work under the Contract, the Contractor shall prepare the requisition for final payment which shall be based upon the careful inspection of each item of work at the applicable unit prices stipulated in the Contract. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments.

- 1) Before paying the final estimate, County shall require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor. The County may make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- 2) Any amount due the County under Liquidated Damages, shall be deducted from the final payment due the contractor.

(c) Payments Subject to Submission of Certificates

Each payment to the Contractor by the County shall be made subject to submission by the Contractor of all written certifications required of it and its subcontractors.

(d) Withholding Payments

The County may withhold any payment due the Contractor as deemed necessary to protect the County, and if so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the County and will not require the County to determine or adjust any claims or disputes between the Contractor and its subcontractors or material dealers, or to withhold any moneys for their protection unless the County elects to do so. The failure or refusal of the County to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

7. Changes in the Work

- (a) The County may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any obligations under the

Contract or any guarantee given pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders must be approved by TxCDBG prior to execution of same.

Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the County authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

- (b) If applicable unit prices are contained in the Contract, the County may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original the total amount by eighteen percent (18%).
- (c) Each change order shall include in its final form:
 - 1) A detailed description of the change in the work.
 - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - 3) A definite statement as to the resulting change in the contract price and/or time.
 - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
 - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.

8. Claims for Extra Cost

- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the County, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the County and work shall not proceed except at the Contractor's risk, until written instructions have been received from the County.
- (d) If, on the basis of the available evidence, the County determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.

9. Termination, Delays, and Liquidated Damages

- (a) Right of the County to Terminate Contract for Convenience.
County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually

incurred by Contractor as are permitted by the prime contract and approved by County. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

(b) Right of the County to Terminate Contract for Cause

In the event that any of the provisions of this contract are violated by the Contractor, or by any subcontractors, the County may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the County shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the County may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the County for any excess cost incurred. In such event the County may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.

(c) Liquidated Damages for Delays.

If the work is not completed within the time stipulated in the applicable bid for Lump Sum and/or Unit Price Contract provided, the Contractor shall pay to the County as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of Five Hundred and 00/100 (\$500.00) for each calendar day of delay, until the work is completed. The Contractor and Contractor's sureties shall be liable to the County for the amount thereof.

(d) Excusable Delays:

- 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
- 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
- 3) Any acts of the County;
- 4) Causes not reasonably foreseeable by the parties to this Contract at the time of execution which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God, terrorism, war, acts of another Contractor in the performance of some other contract with the County, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
- 5) Provided, however, that the Contractor promptly notifies the County within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the County shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the County shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

10. Assignment or Novation

The Contractor shall not assign nor transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the County. No assignment or novation of this Contract shall be valid unless the assignment or novation

expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, Contractors, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the County for review. Contractor shall be liable for any issues or expenses in the event the discrepancy is not submitted to the County.

12. Shop Drawings

- (a) All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Engineer in four (4) copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at Contractor's own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the contract time shall be granted by reason of his failure in this respect.
- (b) Any drawings submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
- (c) If a shop drawing is in accordance with the contract or involves only minor adjustment in the interest of the County not involving a change in contract price or time, the engineer may approve the drawing. The approval shall not relieve the Contractor from responsibility to adhere to the contract or for any error in the drawing.

13. Requests for Supplementary Information

It shall be the responsibility of the Contractor to make timely requests of the County for any additional information which should be furnished by the County under the terms of this Contract, and which is required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provision of this section.

14. Materials and Workmanship

- (a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are

- referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- (b) The Contractor shall furnish to the County for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.
 - (c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
 - (d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.
 - (e) The County may require the Contractor to dismiss from the work such employee or employees as the County or the Engineer may deem unqualified.
 - (f) Domestic Preferences - As appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
 - (g) For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. Samples, Certificates and Tests

- (a) The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the contract documents or required by the Engineer, promptly after award of the contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.
- (b) Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in making a prompt decision regarding the acceptability of the sample. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.
- (c) Approval of any materials shall be general only and shall not constitute a waiver of the County's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been

- incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.
- (d) Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
- 1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer;
 - 2) The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;
 - 3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient;
 - 4) The County will pay all other expenses.

16. Permits and Codes

- (a) The Contractor shall give all notices required by and comply with all applicable federal and state laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the drawings and technical specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the County. Where the requirements of the drawings and technical specifications fail to comply with such applicable ordinances or codes, the County will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.
- (b) Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the drawings and technical specifications), the Contractor shall remove such work without cost to the County.
- (c) The Contractor shall at his own expense, secure and pay for all permits for street pavement, sidewalks, shed, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.
- (d) The Contractor shall comply with applicable local laws and ordinances governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements contained in this Contract.
- (e) The Contractor will be required to make arrangements for and pay the water, electrical power, or any other utilities required during construction.
- (f) During construction of this project, the Contractor shall use every means possible to control the amount of dust created by construction. Prior to the close of a day's work, the Contractor, if directed by the County, shall moisten the surrounding area to prevent a dusty condition.

17. Care of Work

- (a) The Contractor shall be responsible for all damages to person or property that occur as a result of its fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.
- (b) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the County is authorized to act to prevent such threatened loss or injury. Contractor shall follow all instructions of County.
- (c) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs,

pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and shall be responsible for completely repairing any damage thereto caused by the operations.

- (d) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the County from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the County may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

18. Accident Prevention

- (a) No laborer or mechanic employed in the performance of this Contract shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety as determined under construction safety and health standards promulgated by the Department of Labor.
- (b) The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work.
- (c) The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the County with reports concerning these matters.
- (d) The Contractor shall indemnify and hold harmless the County from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this contract.
- (e) The Contractor shall provide trench safety for all excavations more than five feet deep prior to excavation. All OSHA Standards for trench safety must be adhered to by the Contractor.
- (f) The contractor shall at all times conduct work in such a manner as to ensure the least possible inconvenience to vehicular and pedestrian traffic. At the close of the work each day, all streets where possible in the opinion of the County, shall be opened to the public in order that persons living in the area may have access to their homes or businesses by the use of the streets. Barricades, warning signs, and necessary lighting shall be provided to the satisfaction of the County at the expense of the Contractor.

19. Sanitary Facilities

The Contractor shall furnish, install and maintain ample sanitary facilities for laborers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

20. Use of Premises

- (a) The Contractor shall confine equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the County, and shall not unreasonably encumber the site or public rights of way with materials and construction equipment.
- (b) The Contractor shall comply with all reasonable instructions of the County and all existing federal,

state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

21. Removal of Debris, Cleaning, Etc.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.

22. Inspection

- (a) All materials and workmanship shall be subject to inspection, examination, or test by the County and Engineer at any and all times during manufacture or construction and at any and all places where such manufacture or construction occurs. The County shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the County may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any Monies which may be due the Contractor, without prejudice to any other rights or remedies of the County.
- (b) The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. All tests by the County will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the technical specifications.
- (c) The Contractor shall notify the County sufficiently in advance of back filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the County, the Contractor shall uncover for inspection and recover such facilities at Contractor's expense, when so requested by the County.
- (d) Should it be considered necessary or advisable by the County at any time before final acceptance of the entire work to make an examination of work already completed, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, shall be reimbursable and if completion of the work of the entire Contract has been delayed, a suitable extension of time will be approved.
- (e) Inspection of materials and appurtenances to be incorporated in the improvements included in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the technical specifications, shall be final, except as regards to: (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.
- (f) Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the County or its agents shall relieve the Contractor or its sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

23. Review by County

The County and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the County through its authorized representatives or agents.

24. Final Inspection

When the Improvements included in this Contract are substantially completed, the Contractor shall notify the County in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The County will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

25. Deduction for Uncorrected Work

If the County deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the County and subject to settlement, in case of dispute, as herein provided.

26. Insurance

The Contractor shall not commence work under this contract until all required insurance under this paragraph has been secured and approved by the County.

- (a) Worker's Compensation Insurance: The Contractor shall procure and shall maintain during the life of this contract Worker's Compensation Insurance as required by the State of Texas for all of his employees to be engaged in work at the site of the project under this contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Worker's Compensation Insurance.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance. The Contractor shall procure and shall maintain during the life of this contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the following amounts: (see Section 9).
- (c) Proof of Insurance: The Contractor shall furnish the County with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the County."

27. Warranty of Title

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same, together with all improvements and appurtenances constructed or placed by Contractor, to the County free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law

permitting such persons to look to funds due the Contractor. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

28. Warranty of Workmanship and Materials

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the County or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work.

29. Job Offices

- (a) The Contractor and its subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The County shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the County, the Contractor shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

30. Partial Use of Site Improvements

The County may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

31. Local Program Liaison

For purposes of this Agreement, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

32. Access to Information

- (a) The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the County's TxCDBG contract with TDA.
- (b) Contractor shall include the substance of this clause in all subcontracts it awards.

33. Records Retention

- (a) The Contractor shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
- (b) Contractor shall include the substance of this clause in all subcontracts it awards.

34. Resolution of Program Non-Compliance and Disallowed Costs

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

35. Compliance with Davis-Bacon Act

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amount due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor (**a copy of which is attached as Attachment A and herein incorporated by reference**), regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the County for the cashing of the same without cost or expense to the employee. For the purpose of this clause, contributions made or costs reasonably anticipated under Section 1 (b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

The Contractor and its subcontractors shall not, by any means, induce any person employed in the construction, completion, or repair of public work, give up any part of the compensation to which he or she is otherwise entitled. The County must report all suspected or reported violations to TDA.

36. Conflicts of interest.

- (a) Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this

Contract; and the Firm shall take appropriate steps to assure compliance.

- (b) Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the County, shall have any personal financial interest, direct or indirect, in the Contractor or this Contract; and the Contractor shall take appropriate steps to assure compliance.
- (c) The Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the County or this Contract. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

37. Debarment and Suspension (Executive Orders 12549 and 12689)

The Contractor certifies, by entering into this Contract, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Contract is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

38. Anti-Lobbying (For Contracts that exceed \$100,000)

Contractor shall file the required certification: The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

39. Overtime Requirements (For Contracts > \$100K)

No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of 40

hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of 40 hours in such work week, as the case may be.

40. Clean Air Act and the Federal Water Pollution Control Act (For Contracts > \$150K)

The Contractor or subcontractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

41. Equal Opportunity Clause (Applicable to Contracts and Subcontracts over \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (c) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (h) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

42. Section 109 of the Housing and Community Development Act of 1974.

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

43. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

44. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

45. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not

subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

- (d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.
- (e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

46. Contract Documents and Drawings

The County will furnish the Contractor without charge one (1) copy of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

47. Contract Period

The work to be performed under this contract shall commence within the time stipulated by the County in the Notice to Proceed, and shall be fully completed within 180 calendar days thereafter.

48. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the County the sum of Five Hundred and 00/100 dollars (\$500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

49. Verification No Boycott Israel (For Contracts >\$100,000)

As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "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.

50. Foreign Terrorist Organizations

Pursuant to Chapter 2252, Texas Government Code, CONTRACTOR represents and certifies that, at the time of execution of this Agreement neither CONTRACTOR, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

51. Firearm Entities and Trade Association Discrimination

CONTRACTOR verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

52. Gender Neutral - Gender References

When necessary, unless the context clearly requires otherwise, any gender-specific or gender- neutral term in this Contract (for example, he, she, it, etc.) is to be read as referring to any other gender or to no gender.

53. Non-Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

SECTION 11
GENERAL NOTES

Refer to Plans for General Notes

SECTION 12
TECHNICAL SPECIFICATIONS

Technical Specifications

See Attachment B: Technical Specifications for details of the following sections.

| | | |
|---------|-------------|--|
| Section | 00 72 00 | General Information |
| Section | 00 73 00 | Special Instructions |
| Section | 01 50 00 | Temporary Facilities and Controls |
| Section | 01 57 23 | Storm Water Pollution Prevention Plan |
| Section | 01 77 00 | Closeout Procedures |
| Section | 03 30 00 | Cast-In-Place Concrete |
| Section | 03 40 00 | Structural Precast Pretensioned Concrete |
| Section | 31 00 00 | Earthwork |
| Section | 31 23 19.13 | Care of Water |
| Section | 31 50 00 | Excavation Support and Protection |
| Section | 32 01 26 | Asphalt Pavement Restoration |
| Section | 32 92 13 | Hydromulching |
| Section | 33 05 05.48 | Testing of Pipelines |
| Section | 33 05 19 | Ductile Iron Pipe and Fittings |
| Section | 33 05 31.16 | Water Main Construction |
| Section | 40 91 10 | Pressure Reducing Control Valves |

APPENDIX A – Federal Requirements

CONTRACTOR ELIGIBILITY VERIFICATION FORM

MINORITY/FEMALE GOALS AND TIMETABLES

ADDITIONAL FEDERAL REQUIREMENTS

REQUIRED FEDERAL CONTRACT PROVISIONS

CONFLICT OF INTEREST POLICY

LINKS RESOURCES

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

AFFIDAVIT AND RELEASE OF LIEN

SUBCONTRACTOR VERIFICATION FORM FOR CDBG A703

INSTRUCTION FOR COMPLETING PAYROLL WH 347 INST.

PAYROLL FORM AND STATEMENT OF COMPLIANCE PAYROLL FORM WH 347

CERTIFICATE APPOINTING OFFICER TO SUPERVISE PAYROLL

PAYROLL DEDUCTION AUTHORIZATION

REQUEST OF ADDITIONAL CLASSIFICATION AND RATE FORM A705

CERTIFICATE OF CONSTRUCTION COMPLETION FORM A709

TITLE 29 LABOR PART 3

FEDERAL LABOR STANDARDS PROVISIONS HUD-4010

PART 5 LABOR STANDARDS PROVISION (DAVIS BACON)

LABOR POSTERS WITH LABOR STANDARDS OFFICER'S INFORMATION

CONTRACTOR ELIGIBILITY VERIFICATION FORM

TX CDBG Contract No. _____ TX CDBG Locality: _____

Company Name: _____

Address: _____

| | | |
|-------|--------|-----------|
| City: | State: | Zip Code: |
|-------|--------|-----------|

| | | |
|------|---------|------------|
| EIN: | DUNS #: | CAGE Code: |
|------|---------|------------|

| | |
|----------------|---------------|
| Email Address: | Telephone No: |
|----------------|---------------|

| PRINCIPAL(S): | TITLE(S): | Gender (M/F) | Race/ Ethnicity |
|---------------|-----------|--------------|-----------------|
| | | | |
| | | | |
| | | | |

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|---|--|
| Potential Additional Classifications to be Requested: | |
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| | |
|---|--|
| List construction company names that may perform subcontractor or specialized services on this contract (confirmed or potential): | |
|---|--|

Section 3 Questionnaire

| | | |
|-------------------------------|--|--|
| Are you a Section 3 business? | <div style="display: flex; justify-content: space-around;"><input type="checkbox"/> Yes<input type="checkbox"/> No</div> | If yes, provide <u>one</u> of the following: <ul style="list-style-type: none">○ HUD Section 3 Registration OR○ Self Certification on (Form A1023) |
|-------------------------------|--|--|

| | | |
|--|--|---|
| Do you currently employ Section 3 workers? | <div style="display: flex; justify-content: space-around;"><input type="checkbox"/> Yes<input type="checkbox"/> No</div> | If yes, provide <u>one</u> of the following: <ul style="list-style-type: none">○ Employee Self Certification Form○ Certification from a public housing authority (PHA) or Section 8-assisted housing that the worker is a participant in one of their programs;○ Section 3 <i>Employer Certification Form</i> (Form A1022) |
|--|--|---|

| | | |
|--|--|---|
| Will you have any new employees OR job vacancies for work on this project? | <div style="display: flex; justify-content: space-around;"><input type="checkbox"/> Yes<input type="checkbox"/> No</div> | If yes, proof of outreach is required: <ul style="list-style-type: none">○ HUD's Section 3 Opportunity Portal;○ Texas Workforce Solutions WorkInTexas.com;○ Local Workforce Solutions Office (WIOA One Stop Shop), if any |
|--|--|---|

MINORITY/FEMALE GOALS AND TIMETABLES

The female employment goal is effective as of April 1980 and is currently 6.9%. The percentages for minority participation in Texas are:

Texarkana Area:

| | |
|-----------------------|------|
| Texarkana & Bowie Co. | 19.7 |
|-----------------------|------|

| | |
|--|------|
| Non-MSA Counties of Camp, Cass, Lamar, Morris, Red River & Titus | 20.2 |
|--|------|

Tyler-Longview Area:

| | |
|------------------------------------|------|
| Longview, Gregg Co. & Harrison Co. | 22.8 |
|------------------------------------|------|

| | |
|-------------------|------|
| Tyler & Smith Co. | 23.5 |
|-------------------|------|

| | |
|--|------|
| Non-MSA Counties of Anderson, Angelina, Cherokee, Henderson, Marion, Nacogdoches, Panola, Rusk, San Augustine, Shelby, Upshur & Wood | 22.5 |
|--|------|

Beaumont-Port Arthur Area:

| | |
|--|------|
| Beaumont, Port Arthur, Orange, Hardin Co., Jefferson Co., & Orange Co. | 22.6 |
|--|------|

| | |
|--|------|
| Non-MSA Counties of Jasper, Houston, Newton, Sabine, & Tyler | 22.6 |
|--|------|

Houston Area:

| | |
|-------------------------------------|------|
| Bryan, College Station & Brazos Co. | 23.7 |
|-------------------------------------|------|

| | |
|---------------------------------------|------|
| Galveston, Texas City & Galveston Co. | 28.9 |
|---------------------------------------|------|

| | |
|--|------|
| Houston, Brazoria Co., Fort Bend Co., Harris Co., Liberty Co., Montgomery Co. & Waller Co. | 27.3 |
|--|------|

| | |
|---|------|
| Non-MSA Counties of Austin, Burleson, Calhoun, Chambers, Colorado, DeWitt, Fayette, Goliad, | 27.4 |
|---|------|

| | |
|---|--|
| Grimes, Jackson, Lavaca, Leon, Madison, Matagorda, Polk, Robertson, San Jacinto, Trinity, Victoria, Walker, Washington, & Wharton | |
|---|--|

Austin Area:

| | |
|--|------|
| Austin, Hays Co., Travis Co., & Williamson Co. | 24.1 |
|--|------|

| | |
|--|------|
| Non-MSA Counties of Bastrop, Blanco, Burnet, Caldwell, Lee & Llano | 24.2 |
|--|------|

Waco, Killeen, Temple Area:

| | |
|---|------|
| Killeen, Temple, Bell Co. & Coryell Co. | 16.4 |
|---|------|

| | |
|---------------------|------|
| Waco & McLennan Co. | 20.7 |
|---------------------|------|

| | |
|--|------|
| Non-MSA Counties of Bosque, Falls, Freestone, Hamilton, Hill, Lampasas, Limestone, Milam & Mills | 18.6 |
|--|------|

Dallas, Fort Worth Area:

| | |
|---|------|
| Dallas, Fort Worth, Collin Co., Dallas Co., Denton Co., Ellis Co., Hood Co., Johnson Co., Kaufman Co., Parker Co., Rockwall Co., Tarrant Co. & Wise Co. | 18.2 |
|---|------|

| | |
|--------------------------------|-----|
| Sherman, Denison & Grayson Co. | 9.4 |
|--------------------------------|-----|

| | |
|--|------|
| Non-MSA Counties of Cooke, Delta, Erath, Fannin, Franklin, Hopkins, Hunt, Jack, Montague, Navarro, Palo Pinto, Rains, Somervell, & Van Zandt | 17.2 |
|--|------|

Wichita Falls Area:

| | |
|---------------------------------------|------|
| Wichita Falls, Clay Co. & Wichita Co. | 12.4 |
|---------------------------------------|------|

| | |
|--|------|
| Non-MSA Counties of Archer, Baylor, Cottle, Foard, Hardeman, Wilbarger & Young | 11.0 |
|--|------|

Abilene Area:

| | |
|--|------|
| Abilene, Callaghan Co., Jones Co. & Taylor Co. | 11.6 |
|--|------|

| | |
|---|------|
| Non-MSA Counties of Brown, Coleman, Comanche, Eastland, Fisher, Haskell, Kent, Knox, Mitchell, Nolan, Scurry, Shackelford, Stephens, Stonewall & Throckmorton | 10.9 |
| <u>San Angelo Area:</u> | |
| San Angelo & Tom Green Co. | 19.2 |
| Non-MSA Counties of Coke, Concho, Crockett, Irion, Kimble, McCullough, Mason, Menard, Reagan, Runnels, San Saba, Schleicher, Sterling, Sutton & Terrell | 20.0 |
| <u>San Antonio Area:</u> | |
| Laredo & Webb Co. | 87.3 |
| San Antonio, Bexar Co., Comal Co. & Guadalupe Co. | 47.8 |
| Non-MSA Counties of Atascosa, Bandera, Dimmit, Edwards, Frio, Gillespie, Gonzales, Jim Hogg, Karnes, Kendall, Kerr, Kinney, La Salle, McMullen, Maverick, Medina, Real, Uvalde, Val Verde, Wilson, Zapata & Zavala | 49.4 |
| <u>Corpus Christi Area:</u> | |
| Corpus Christi, Nueces Co. & San Patricio Co. | 41.7 |
| Non-MSA Counties of Aransas, Bee, Brooks, Duval, Jim Wells, Kenedy, Kleburg, Live Oak & Refugio | 44.2 |
| <u>Brownsville, McAllen, Harlingen Area:</u> | |
| Brownsville, Harlingen, San Benito & Cameron Co. | 71.0 |
| McAllen, Pharr, Edinburg & Hidalgo Co. | 72.8 |
| Non-MSA Counties of Starr & Willacy | 72.9 |
| <u>Odessa, Midland Area:</u> | |
| Midland & Midland Co. | 19.1 |
| Odessa & Ector Co. | 15.1 |
| Non-MSA Counties of Andrews, Crane, Glasscock, Howard, Loving, Martin, Pecos, Reeves, Upton, Ward & Winkler | 18.9 |
| <u>El Paso Area:</u> | |
| El Paso & El Paso Co. | 57.8 |
| Non-MSA Counties of Brewster, Culbertson, Hudspeth, Jeff Davis & Presidio | 49.0 |
| <u>Lubbock Area:</u> | |
| Lubbock & Lubbock Co. | 19.6 |
| Non-MSA Counties of Bailey, Borden, Cochran, Crosby, Dawson, Dickens, Floyd, Gaines, Garza, Hale, Hockley, King, Lamb, Lynn, Motley, Terry & Yoakum | 19.5 |
| <u>Amarillo Area:</u> | |
| Amarillo, Potter Co. & Randall Co. | 9.3 |
| Non-MSA Counties of Armstrong, Briscoe, Carson, Castro, Childress, Collingsworth, Dallam, Deaf Smith, Donley, Gray, Hall, Hansford, Hartley, Hemphill, Hutchinson, Lipscomb, Moore, Ochiltree, Oldham, Parmer, Roberts, Sherman, Swisher, & Wheeler | 11.0 |

ADDITIONAL FEDERAL REQUIREMENTS

1. Right to Inventions Under a Contract or Agreement
2. Procurement of Recovered Materials
3. Solid Waste Disposal Act
4. Foreign Terrorist Organizations (Chapter 2252 Texas Government Code)
5. **200.216 Prohibition on certain telecommunications and video surveillance services or equipment**
6. **200.322 Domestic Preferences for Procurements**

1. Right to Inventions Under a Contract or Agreement

799 PART 401—RIGHTS TO INVENTIONS MADE BY NONPROFIT ORGANIZATIONS AND SMALL BUSINESS FIRMS UNDER GOVERNMENT GRANTS, CONTRACTS, AND COOPERATIVE AGREEMENTS:

Patent Rights (24 CFR 85.36(i)(8)) No discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by or on behalf of the contractor.

Copyrights (24 CFR 85.36(i)(9)) No reports, handbooks, documents, maps, data, or pamphlets produced in whole or in part under this contract will be the subject of any application for copyright by, or on behalf of the contractor.

2. § 200.322 Procurement of recovered materials.

A [non-Federal entity](#) that is a [state](#) agency or agency of a political subdivision of a [state](#) and its [contractors](#) must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75885](#), Dec. 19, 2014]

3. Solid Waste Disposal Act

Section 6002 of the [Solid Waste Disposal Act](#). [State](#) agencies and agencies of a political subdivision of a [state](#) that are using assistance under this part for procurement, and any person contracting with such an agency with respect to work performed under an assisted contract, must comply with the requirements of Section 6003 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery [Act](#). In accordance with Section 6002, these agencies and persons must:

- (1) Procure 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 in the preceding fiscal year exceeded \$10,000;

(2) Procure solid waste management services in a manner that maximizes energy and resource recovery; and

(3) Must have established an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

4. Foreign Terrorist Organizations (Chapter 2252 Texas Government Code)

SUBCHAPTER F. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

Sec. 2252.151. DEFINITIONS. In this subchapter:

- (1) "Company" has the meaning assigned by Section 806.001.
- (2) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.
- (3) "Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment. The term includes a contract to obtain a professional or consulting service subject to Chapter [2254](#).
- (4) "Governmental entity" has the meaning assigned by Section [2252.001](#).

Added by Acts 2017, 85th Leg., R.S., Ch. 192 (S.B. [252](#)), Sec. 1, eff. September 1, 2017.

Sec. 2252.152. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or [2252.153](#).

Added by Acts 2017, 85th Leg., R.S., Ch. 192 (S.B. [252](#)), Sec. 1, eff. September 1, 2017.

Sec. 2252.153. LISTED COMPANIES. The comptroller shall prepare and maintain, and make available to each governmental entity, a list of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

Added by Acts 2017, 85th Leg., R.S., Ch. 192 (S.B. [252](#)), Sec. 1, eff. September 1, 2017.

Sec. 2252.154. EXCEPTION. Notwithstanding any other law, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

Added by Acts 2017, 85th Leg., R.S., Ch. 192 (S.B. [252](#)), Sec. 1, eff. September 1, 2017.

5. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant

funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115-232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

6. 200.322 Domestic preferences for procurements

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
 - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

APPENDIX B

REQUIRED CONTRACT PROVISIONS

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REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

| THRESHOLD | PROVISION | CITATION |
|-----------|---|---|
| None | <p>(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989</p> <p>Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> | 2 CFR 200 APPENDIX II (H) |
| None | The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to closeout the City's/County's TxCDBG contract with TDA. | 2 CFR 200.337 |
| None | Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. | 2 CFR 200.334 |
| None | <p>Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.</p> <p>(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:</p> <p>(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and</p> <p>(2) the vendor:</p> <p>(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:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> | <u>Chapter 176</u> of the Local Government Code |

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| | <p>(ii) the local governmental entity is considering entering into a contract with the vendor;</p> <p>(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:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor; or</p> <p>(C) has a family relationship with the local government officer.</p> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:</p> <p>(1) a political contribution as defined by Title 15, Election Code; or</p> <p>(2) food accepted as a guest.</p> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p> <p>(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).</p> | |
| >\$10,000 | <p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.</i></p> <p><i>Use the following language for contracts > \$ 10,000:</i></p> <p><u>Termination for Cause</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying</p> | <p>2 CFR 200 APPENDIX II(B)</p> |

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| | <p>the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]</p> | |
| >\$50,000 | <p><i>(A) Contracts for more than \$50,000 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.</i></p> <p><i>Use the following language for contracts > \$50,000:</i></p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good</p> | <p>2 CFR 200 APPENDIX II (A)</p> |

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| | <p>faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. <i>[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]</i> If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.</p> | |
| ≥\$100,000 | <p>(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)— Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to</p> <p>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</p> <p>of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award.</p> <p>Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> | <p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p> |
| Optional Contract Language for Procurement before Grant Funds Awarded | <p>Payment of the fees [described in section] shall be contingent on CDBG funding. In the event that grant funds are not awarded to the City / County by TDA through the TxCDBG program, this agreement shall be terminated by the City / County.</p> | |

Additional provisions for administration & engineering contracts associated with construction contracts

Italics – Explanatory; not contract language

| THRESHOLD | PROVISION | CITATION |
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| >\$10,000 | <p>2 CFR 200 Appendix II (C) <i>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “<u>federally assisted construction contract</u>” 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.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>§60-1.4(b) Equal opportunity clause.</p> <p>(b) <i>Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action</p> | <p>41 CFR §60-1.4(b)</p> <p>And</p> <p>2 CFR 200 APPENDIX II (C)</p> |

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| | <p>to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit</p> | |
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| | <p>access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require</p> <p>for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge</p> | |
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| | <p>of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> | |
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| | [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015] | |
| None | <p><i>§75.27 Section 3 contract provision</i></p> <p><i>Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.:</i></p> <p>Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.</p> <p>(a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>(b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.</p> <p>(c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.</p> <p>(d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.</p> <p>(e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.</p> | 24 CFR §75.27 |

Construction Contracts

Italics – Explanatory; not contract language

| THRESHOLD | PROVISION | CITATION |
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| <p>>\$2,000 for Davis Bacon and Copeland “Anti-Kickback” Act;</p> <p>>\$100,000 for Contract Work Hours and Safety Standards Act</p> | <p><i>HUD 4010 Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> <i>1. Davis Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by DOL regulations (29 CFR part 5);</i> <i>2. Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3); and</i> <i>3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.)</i> <p><i>See HUD 4010 contract language in Appendix F. Inclusion of this language into the construction contract satisfies contract requirements of the separate acts noted.</i></p> | |
| <p>>\$2,000</p> <p>(Satisfied with inclusion of HUD 4010)</p> | <p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland “Anti- Kickback” Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland</p> <p>“Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from</p> <p>inducing, by any means, any person employed in the construction, completion, or repair of public work, to give</p> | <p>2 CFR 200 APPENDIX II (D)</p> |

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| | up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. | |
| >\$10,000 | <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “<u>federally assisted construction contract</u>” 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.”</i></p> <p><i>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</i></p> <p>§60-1.4(b) Equal opportunity clause.</p> <p><i>(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p><i>During the performance of this contract, the contractor agrees as follows:</i></p> <p><i>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard</i></p> | <p>41 CFR §60-1.4(b)</p> <p>And</p> <p>2 CFR 200 APPENDIX II (C)</p> |

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| | <p>to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for</p> | |
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| | <p>purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge</p> | |
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| | <p>of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> | |
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| | [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015] | |
| >\$100,000 (Satisfied with inclusion of HUD 4010) | <p>(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p> | 2 CFR 200 APPENDIX II (E) |
| None | <p>Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.</p> <p>(a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low- income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>(b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.</p> <p>(c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.</p> <p>(d) The Contractor will certify that any vacant employment positions, including training positions, that are filled</p> | 24 CFR §75.27 |

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| | <p>(1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part</p> <p>75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.</p> <p>(e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract</p> <p>for default, and debarment or suspension from future HUD assisted contracts.</p> | |
| >\$150,000 | <p>(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the</p> <p>non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251– 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> | 2 CFR 200 APPENDIX II (G) |
| No Threshold | <p>§ 200.322 Domestic preferences for procurements.</p> <p>(a) As appropriate and to the extent consistent with law and to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p> | 2 CFR §200.322 |

CONFLICT OF INTEREST POLICY

Texas CDBG program herein incorporates the following conflict of interest policy into its own State procurement policies and procedures:

a) Applicability.

1) In the procurement of supplies, equipment, construction, and services by recipients, and by subrecipients, the conflict of interest provisions shall apply:

- a) No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. [The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.](#) (2 CFR 200.318(c)(1))
- b) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process. (2 CFR 200.319)

2) In all cases not governed by (a)(1) above, the provisions of this section (24 CFR 570.48(h)) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its subrecipients, to individuals, businesses and other private entities.

3) Conflict of interest provisions are applicable to any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards.

b) *Conflicts prohibited.* Except for the use of CDBG funds to pay salaries and other related administrative or personnel costs, the general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with who they have family or business ties, during their tenure or for one year thereafter.

c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or subrecipients which are receiving CDBG funds.

d) *Exceptions: threshold requirements.* Upon the written request of the State, an exception to the provisions of paragraph (b) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the State may be granted by HUD on a case-by-case basis. In all other cases, the State may grant such an exception upon written request of the unit of general local government provided the State shall fully document its determination in compliance with all requirements of paragraph (d) of this section including the State's position with respect to each factor at paragraph (d)(2) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the State or unit of general local government as appropriate.

(1) An exception may be considered only after the State or unit of general local government, as appropriate, has provided the following:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the attorney for the State or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate State or local law.

(2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the requirements of paragraph (d) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (c) of this section;

(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

Links to Resources

State and Federal Regulations

24 CFR 570 Subpart I - HUD regulations for the State CDBG Program_

<https://www.ecfr.gov/current/title-24/part-570>

24 CFR 58 - ENVIRONMENTAL REVIEW PROCEDURES FOR ENTITIES ASSUMING HUD ENVIRONMENTAL RESPONSIBILITIES

[http://www.ecfr.gov/cgi-bin/text-](http://www.ecfr.gov/cgi-bin/text-idx?SID=fdd22c2693de6b6c3efcdc8abfedae04&mc=true&node=pt24.1.58&rgn=div5)

[idx?SID=fdd22c2693de6b6c3efcdc8abfedae04&mc=true&node=pt24.1.58&rgn=div5](http://www.ecfr.gov/cgi-bin/text-idx?SID=fdd22c2693de6b6c3efcdc8abfedae04&mc=true&node=pt24.1.58&rgn=div5)

49 CFR 24 - UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION FOR FEDERAL AND FEDERALLY-ASSISTED PROGRAMS

[http://www.ecfr.gov/cgi-bin/text-](http://www.ecfr.gov/cgi-bin/text-idx?SID=a716ac15f146adcca25f53740d16de83&mc=true&node=pt49.1.24&rgn=div5)

[idx?SID=a716ac15f146adcca25f53740d16de83&mc=true&node=pt49.1.24&rgn=div5](http://www.ecfr.gov/cgi-bin/text-idx?SID=a716ac15f146adcca25f53740d16de83&mc=true&node=pt49.1.24&rgn=div5)

2 CFR 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

[http://www.ecfr.gov/cgi-bin/text-](http://www.ecfr.gov/cgi-bin/text-idx?SID=7184a4fc9a5596b30e6124a7adcabc59&mc=true&node=pt2.1.200&rgn=div5)

[idx?SID=7184a4fc9a5596b30e6124a7adcabc59&mc=true&node=pt2.1.200&rgn=div5](http://www.ecfr.gov/cgi-bin/text-idx?SID=7184a4fc9a5596b30e6124a7adcabc59&mc=true&node=pt2.1.200&rgn=div5)

TITLE 29, Code of Federal Regulations —LABOR [STANDARDS]

[http://www.ecfr.gov/cgi-bin/text-](http://www.ecfr.gov/cgi-bin/text-idx?SID=1452777a5a2a5a1202d0700d74230ef2&mc=true&tpl=/ecfrbrowse/Title29/29tab_02.tpl)

[idx?SID=1452777a5a2a5a1202d0700d74230ef2&mc=true&tpl=/ecfrbrowse/Title29/29tab_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=1452777a5a2a5a1202d0700d74230ef2&mc=true&tpl=/ecfrbrowse/Title29/29tab_02.tpl)

Form HUD 4010 – FEDERAL LABOR STANDARDS PROVISIONS

http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf

4 TAC 30.80 – Texas Administrative Code - TDA requirement for Certification of project Administrator_

[http://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=4&pt=1&ch=30&rl=80](http://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=4&pt=1&ch=30&rl=80)

TxCDBG website and information

TxCDBG Information: [http://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/RuralCommunityDevelopmentBlockGrant\(CDBG\).aspx](http://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/RuralCommunityDevelopmentBlockGrant(CDBG).aspx)

TDA-Grants Online:

<https://tda-go.intelligrants.com>

Tx CDBG Implementation Manual:

[Texas Department of Agriculture Website > Grants & Services > Rural Economic Development > Rural Community Development Block Grant \(CDBG\) > Forms \(texasagriculture.gov\)](http://www.texasagriculture.gov/GrantsServices/RuralEconomicDevelopment/RuralCommunityDevelopmentBlockGrant(CDBG).aspx)

CDBG Listserv (to sign up to receive information via email as it becomes available):

<http://lists.state.tx.us/mailman/listinfo/cdbg>

Links to Resources

Links per Implementation Manual Chapter

Chapter 2 – Financial Management

Page 14 (box) HUD Inspector General Fraud Hotline (GFI) <https://www.hudoig.gov/hotline>

Chapter 3 – Environmental Review

Page 1, paragraph 1: See HUD Exchange <https://www.hudexchange.info/programs/environmental-review/> Page 5,

Step 2 Determine Level of Review: See HUD Exchange:

<https://www.hudexchange.info/onecpd/assets/File/Basically-CDBG-State-Chapter-11-Environmental-Review.pdf>

Page 8, Step 3 Complete Checklists: See HUD Exchange <https://www.hudexchange.info/programs/environmental-review/federal-related-laws-and-authorities/>

Page 8, Historic Preservation Requirements/SHPO a Historic Preservation Notice:

<https://www.thc.texas.gov/etrac-system> , and <https://www.thc.texas.gov>

Page 14, Historic Preservation Requirements/Tribal Consultation in Projects that are Reviewed under 24 CFR Part 58:

<https://www.onecpd.info/resources/documents/Notice-CPD-12-006-Tribal-Consultation-Under-24-Cfr-Part-58.pdf>

Page 15, Resources/ Website for cleanups and hazardous materials:

<http://www2.epa.gov/cleanups/cleanups-my-community>

Request For Release Of Funds (RROF) - See Sample at TDA Form A308 OR Fillable form at HUD Exchange:

<https://www.hudexchange.info/resource/2338/hud-form-701515-request-release-funds-certification/>

Endangered Species - U.S. Fish and Wildlife: <https://ecos.fws.gov/ipac/>

Chapter 5 – Procurement Procedures

System for Award Management (SAM) registration: <https://sam.gov/SAM/>

Chapter 7 – Labor <https://www.dol.gov/>

Page 3, obtain wage rates: <https://sam.gov/SAM/>

info re <https://www.dol.gov/whd/govcontracts/dbra.htm> Page 5, HUD Federal Labor Standards PDF Form 4010:

http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf (still not current with \$27 dollars a day liquidated damages for non-payment of overtime – See Policy Issuance 19-01 and Appendix F*)

Page 6, DOL Davis-Bacon poster entitled “Employee Rights under the Davis-Bacon Act Form WH-1321:

<http://www.dol.gov/whd/programs/dbra/wh1321.htm>

Page 7, DOL fillable Payroll form: www.dol.gov/whd/forms/wh347instr.htm

Chapter 8 – Force Account

Page 5, FEMA Equipment rates: <https://www.fema.gov/schedule-equipment-rates>

Links to Resources

Chapter 10 – Civil Rights

Page 13, Minority Business Development Agency link: <http://www.mbda.gov>

Page 17, HUD Fair Housing information: https://www.hud.gov/program_offices/fair_housing_equal_opp Page 18,

Download the TWC Complaint form: TWC Complaint Form and link to website:

<http://www.twc.state.tx.us/partners/how-submit-housing-discrimination-complaint> Page

18, US Census Data link: <https://data.census.gov/cedsci/>

Page 20, Texas Workforce Commission, Civil Rights Division: <http://www.twc.state.tx.us/jobseekers/how-submit-employment-discrimination-complaint>

Page 20, Equal Employment Opportunity Commission: <http://www.EEOC.gov/>

Section C – Housing Rehabilitation

Page 3, Texas-specific info on lead based paint requirements: <https://www.dshs.texas.gov/elp/laws-rules.aspx>

Texas Minimum Construction Standards: <https://www.tdhca.state.tx.us/single-family/training/docs/14-TMCS.pdf>

Other sources of information:

https://www.hud.gov/program_offices/healthy_homes/enforcement/regulations

Page 6, Texas Historical Commission: <https://www.thc.texas.gov/>

Page 8 & 10, Brochure “EPA’s *Protect Your Family from Lead in Your Home* brochure” available in English, Spanish, Vietnamese, Arabic, Russian, and Somali. <http://www2.epa.gov/lead/protect-your-family-lead-your-home-real-estate-disclosure>

Section CII - On-Site Sewer Facility (OSSF)

Page 3, Soil Evaluator must be certified by TCEQ. Search for TCEQ licensing and registration information may be found at the following link: <https://www.tceq.texas.gov/licensing>

Page 4, Construction services to install septic systems must be certified by TCEQ. TCEQ search for licensing and registration information may be found at the following link: <https://www.tceq.texas.gov/licensing>

Miscellaneous Links:

Texas Comptroller of Public Accounts Website:

<https://fmx.cpa.texas.gov/fmx/payment/resources/payment.php>

Direct Deposit Authorization and Advance Payment Notification

E-Service – Search for Taxpayer ID number and vendor payment search

FEMA 2019 SCHEDULE OF EQUIPMENT RATES – effective as of September 15, 2021

<https://www.fema.gov/assistance/public/tools-resources/schedule-equipment-rates>**Recovered Materials** – EPA’s **Comprehensive Procurement Guideline (CPG) program** is part of a continuing effort to promote the use of materials recovered from solid waste. *Filter for Texas products.*

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#directory>

Limited English Proficiency (LEP)

<https://data.census.gov/cedsci/>

Links to Resources

HUD Section 3 Requirements, also FAQ

<https://www.hud.gov/section3>

Historically Underutilized Businesses (HUB) for Minority Business Enterprise (MBE) participation

(Texas Comptroller's office)

<https://comptroller.texas.gov/purchasing/vendor/hub/>

Reporting Fraud:

<https://www.hudoig.gov/report-fraud/hotline-report-form>

Fair Housing and Equal Opportunity - HUD website:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp

Filing a Fair Housing complaint:

<http://www.twc.state.tx.us/partners/how-submit-housing-discrimination-complaint>

Information about Hazardous materials clean ups in your community:

<http://www2.epa.gov/cleanups/cleanups-my-community>

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

Locality: _____ TxCDBG No: _____

Contractor: _____ Date: _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____

_____, who being duly sworn, on oath, says that he is a duly authorized representative of _____;

Contractor, and that all terms of the Contract for the completion of certain public works described as _____

_____; City of _____

_____, Texas have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for the Owner or its property might in any way be responsible to the best of my knowledge and belief, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, Vernon's Civil Statutes. Payments not made in full at the time of this affidavit are listed below.

FINAL PAYMENTS pending as of this date hereof are: _____ **None Pending** _____ **As Listed Below**

| Individual or Co. Name | Mailing Address | Amount Owed |
|------------------------|-----------------|-------------|
| | | |
| | | |
| | | |
| | | |
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| | | |
| | | |

Signature

Title

Affidavit must be signed by an individual owner or partner in partnership, or by a person authorized by by-laws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or material suppliers have not been paid in full, the Contractor shall list here on the amount owed and the name and address of each subcontractor, laborer, or material supplier to whom such payment is owed.

Sworn and Subscribed before me this, the _____ day of _____
_____, 20____.

SEAL)

Notary Public in and for _____
County, Texas

AFFIDAVIT AND RELEASE OF LIEN

STATE OF TEXAS

COUNTY OF _____

WHEREAS, the undersigned, _____, who being duly sworn, on oath, says that he is the legal representative of _____, has been employed by _____, to furnish labor and materials for the installation of the _____ in _____, Texas.

NOW THEREFOR, for and in consideration of the sum of _____ and other good and valuable consideration, the receipt of which is hereby anticipated, being payment in full for all labor and/or materials furnished by the undersigned up to and including _____, 20____, the undersigned hereby waives and releases any and all lien or claim of right of lien on said project or premises on account of labor and/or materials furnished and further states that all applicable taxes, State, Local and Federal, and all labor hired by him and all material purchased by him and used in the construction of said project improvements have been paid in full. The undersigned hereby warrants to defend _____ against any liens or other claims made by said laborers or suppliers of materials used in connection with said project.

Date _____

BY: _____

TITLE: _____

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS THE _____ DAY OF _____ 20____.

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

a703

City of

| Financial Interest Disclosure | | |
|--|--|--|
| Sub Contract Amt | | |
| | | |
| Prime Contractor, no subcontractor anticipated <input type="checkbox"/> | | |
| Prime Contractor, list of subcontractors attached | | |
| <input type="checkbox"/> Subcontractor | | |
| If a subcontractor, list Prime | | |
| | | |
| | | |
| <div style="margin-bottom: 20px;"><input type="checkbox"/></div> <div><input type="checkbox"/></div> | | |

| Minority Business Enterprise Report | |
|-------------------------------------|--|
| <input type="checkbox"/> | The company reported is a business with a contract for at least \$10,000 . (Report MBE info below if checked.) |
| Race of Owner | |
| Ethnicity of Owner | |
| Gender of Owner | |

(if more than one business will be procured for similar work, indicate the specific work included in this contract)

This form must be submitted for all subcontracts prior to subcontract execution or on-site work.

United States Department of Labor

Wage and Hour Division

Instructions For Completing Payroll Form, WH-347

- [*WH-347 \(PDF\)*](#)
OMB Control No. 1235-0008, Expires 04/30/2021.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits.

Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned

during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

| | | | | | | | | | | | | | | | | | | | | | |
|---|-------------------------------------|------------------------|----------|-----------------------|--|--|--|----------------------|--|--|--|----------------|----------------|---------------------------|----------------|-------------------------|--|---|-------|---------------------|----------------------------------|
| NAME OF CONTRACTOR | | | | OR SUBCONTRACTOR | | | | ADDRESS | | | | | | | | | | OMB No. 1235-0008 Expires 09/30/2026 | | | |
| PAYROLL NO. | | | | FOR WEEK ENDING | | | | PROJECT AND LOCATION | | | | | | | | | | PROJECT OR CONTRACT NO. | | | |
| (1) | (2) | (3) | OT OR ST | (4) DAY AND DATE | | | | | | | | (5) | (6) | (7) | (8) DEDUCTIONS | | | | | | (9) |
| NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER | NO. OF WITHHOLDING EXEMPTIONS | WORK CLASSIFICATION | | | | | | | | | | TOTAL HOURS | RATE OF PAY | GROSS AMOUNT EARNED | FICA | WITH- HOLDING TAX | | | OTHER | TOTAL DEDUCTIONS | NET WAGES PAID FOR WEEK |
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | | |
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

| EXCEPTION (CRAFT) | EXPLANATION |
|-------------------|-------------|
| | |
| | |
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| | |
| | |
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| | |
| | |

REMARKS:

| | |
|----------------|-----------|
| NAME AND TITLE | SIGNATURE |
| | |

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

Certificate Appointing Officer to Supervise Payroll

NOTE: This certificate must be executed by an authorized officer of a corporation, by a member of a partnership, or the sole owner and submitted with the Initial Payroll. Should the appointee be changed, a new certificate must accompany the first payroll for which the new appointee executes a statement of compliance required by the Copeland Act.

Contractor Locality: _____ CDBG Contract No: _____

Contractor Firm: _____ . Date: _____

Project Description: _____

I do hereby certify that I am the prime/sub-contractor on the above-mentioned project, and that I

have appointed _____ whose signature appears below, to supervise the payment of my employees. I further certify that he/she is in the position to have full knowledge of the facts set forth in the payroll documents and in the statement of compliance required by the Copeland "Anti-Kickback" Act which he/she is to execute with my full authority and approval until such time as I submit to the City/County a new certificate appointing some other person for the purposes hereinabove stated.

Name: _____

Address: _____

City: _____ State: TX Zip: _____

Telephone No: (_____) _____ - _____

Identifying Signature of Appointee

Appointing Officer

Title

Payroll Deduction Authorization

NOTE: Only deductions that are required by law, or voluntarily authorized by the workers, may be made from paychecks of the workers. This certificate must be executed by the employee for all deductions not required by law and must accompany the first payroll for all voluntary deductions made from workers paychecks in accordance with the Copeland Act.

Contractor Locality: City of _____ Contract No: _____

I, _____ hereby authorize _____

To deduct \$ _____ from my paycheck.

This deduction is for: **(Check appropriate blank)**:

____ Loan Repayment ____ Retirement ____ Profit Sharing ____ Advance
____ Charitable Donations ____ Insurance Premiums ____ Savings Bonds ____ Union Dues

____ Other: _____

This deduction is to be made: **(Check appropriate blank)**

____ One time only ____ Weekly ____ Monthly ____ time for ____ weeks

____ Other: _____

Employee's Name: _____

Address: _____

City: _____ State: _____

Zip: _____ Telephone Number: (_____) _____

Employee's Signature: _____ Date: _____

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE

CHECK APPROPRIATE BOX

☐ SERVICE CONTRACT☐ CONSTRUCTION CONTRACT

Form A705

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0089, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

INSTRUCTIONS: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16, KEEP A PENDING COPY, AND SUBMIT THE REQUEST, ALONG WITH THE APPLICABLE WAGE DECISION TO: Labors@TexasAgriculture.gov

| | | | | |
|---|-------------------------------------|--|-------------------------------|--|
| 1. TO: ADMINISTRATOR, WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, DC 20210 | | 2. FROM: Texas Community Development Block Grant Program Texas Department of Agriculture PO Box 12847 Austin, TX 78711 | | |
| 3. CONTRACTOR | | | | 4. DATE OF REQUEST |
| 5. CONTRACT NUMBER | 6. DATE BID OPENED (SEALED BIDDING) | 7. DATE OF AWARD | 8. DATE CONTRACT WORK STARTED | 9. DATE OPTION EXERCISED (If APPLICABLE) (SERVICE CONTRACT ONLY) |
| 10. SUBCONTRACTOR (IF ANY) | | | | |
| 11. PROJECT AND DESCRIPTION OF WORK (ATTACH ADDITIONAL SHEET IF NEEDED) | | | | |
| 12. LOCATION (CITY, COUNTY AND STATE) | | | | |
| 13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION | | | | |
| NUMBER: _____ | | DATED: _____ | | |
| a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLE(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (Service contracts only) | | b. WAGE RATE(S) | | c. FRINGE BENEFITS PAYMENTS |
| (Use reverse or attach additional sheets, if necessary) | | | | |
| 14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE (IF ANY) | | 15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE | | |
| 16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE | TITLE | CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. <input type="checkbox"/> AGREE <input type="checkbox"/> DISAGREE | | |

TO BE COMPLETED BY CONTRACTING OFFICER (TDA LABOR REGULATORY OFFICER) SEE FAR 22.406-3 (CONSTRUCTION WAGE RATE REQUIREMENTS))

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

| | | |
|--|---|----------------|
| SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE Mary Davison | TITLE AND COMMERCIAL TELEPHONE NUMBER TDA Labor Standards Regulatory Officer (512) 936-6729 | DATE SUBMITTED |
|--|---|----------------|

Certificate of Construction Completion (COCC)

(Submit one for each Prime Construction Contract)

Grant Recipient: _____

TxCDBG Contract No: _____

This is to certify that all construction work has been completed and a final inspection of the project described below was conducted on the _____ day of _____, _____. Contract was entered into on the _____ day of _____, _____ between the city/county of _____ and _____ for the construction of _____.

This is to further certify that:

1. The work has been completed in accordance with the plans and specifications and all amendments, change orders and supplemental agreements thereto.
2. The sum of \$ _____, has been deducted from the final payment to the Contractor in accordance with any contract liquidated damages requirements, separate from any liquidated damages resulting from Davis-Bacon compliance.
3. All programmatic requirements have been met, all claims and disputes have been settled, all warranties have been received, and all liens have been released.
4. The Contractor has presented on behalf of itself and its sureties, satisfactory evidence that he or she will repair, replace and rectify any faulty workmanship and/or materials discovered in the work within a period of 12 months from this date, as provided in the Contract.
5. All bills for materials, apparatus, fixtures, machinery, labor, and equipment used in connection with the construction of this project have been fully paid.

| | | |
|----|---------------------------------|----------|
| 6. | Amount of Original Contract | \$ _____ |
| | Cumulative Change Orders | \$ _____ |
| | Final Amount of Contract | \$ _____ |
| | Less Previous Payments | \$ _____ |
| | Less Deductions (from #2 above) | \$ _____ |
| | FINAL PAYMENT (Balance) | \$ _____ |

7. The Final Payment above is now due and payable. _____

Certified by the following Engineer, Contractor, and Chief Elected Official/Designee:

Engineer

Title

Firm

Contractor

Title

Firm

Chief Elected Official/Designee

Title

City / County

09/01/2018

Title 29 → Subtitle A → Part 3

Title 29: Labor

Title 29 → Subtitle A → Part 3

Title 29: Labor

PART 3—CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

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AUTHORITY: R.S. 161, sec. 2, 48 Stat. 848; Reorg. Plan No. 14 of 1950, 64 Stat. 1267; 5 U.S.C. 301; 40 U.S.C. 3145;

Secretary's Order 01-2008; and Employment Standards Order No. 2001-01.

SOURCE: 29 FR 97, Jan. 4, 1964, unless otherwise noted.

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§3.1 Purpose and scope.

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

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§3.2 Definitions.

As used in the regulations in this part:

(a) The terms *building* or *work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building* or *work* within the meaning of the regulations in this part.

(b) The terms *construction*, *prosecution*, *completion*, or *repair* mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms *public building* or *public work* include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term *building or work financed in whole or in part by loans or grants from the United States* includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term includes building or work for which the Federal assistance granted is in the form of loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is *employed* and receiving *wages*, regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term *any affiliated person* includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term *Federal agency* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

[29 FR 97, Jan. 4, 1964, as amended at 38 FR 32575, Nov. 27, 1973]

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§3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term *employee* shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this title during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of Form WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site.

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982; 73 FR 77511, Dec. 19, 2008]

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§3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made,

and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

(Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

[29 FR 97, Jan. 4, 1964, as amended at 47 FR 145, Jan. 5, 1982]

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§3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A *bona fide prepayment of wages* is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: *Provided, however,* That the following standards are met:

(1) The deduction is not otherwise prohibited by law;

(2) It is either:

(i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or

(ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;

(3) No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and

(4) The deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: *Provided, however,* That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under §516.25(a) of this title shall be kept.

(k) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to

the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either

(1) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or

(2) Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9770, May 28, 1971]

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§3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under §3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

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§3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under §3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of §3.6, and specifies any conditions which have changed in regard to the payroll deductions.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of §3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

[29 FR 97, Jan. 4, 1964, as amended at 36 FR 9771, May 28, 1971]

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§3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of §3.6; and shall notify the applicant in writing of his decision.

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§3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under §3.6 are prohibited.

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§3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

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§3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see §5.5(a) of this subtitle.

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Title 29 - Labor

Subtitle A - Office of the Secretary of Labor

Part 5 Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)

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PART 5 - LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT)

Authority: 5 U.S.C. 301; R.S. 161, 64 Stat. 1267; Reorganization Plan No. 14 of 1950, 5 U.S.C. appendix; 40 U.S.C. 3141 *et seq.*; 40 U.S.C. 3145; 40 U.S.C. 3148; 40 U.S.C. 3701 *et seq.*; and the laws listed in 5.1(a) of this part; Secretary's Order No. 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014); 28 U.S.C. 2461 note (Federal Civil Penalties Inflation Adjustment Act of 1990); Pub. L. 114-74 at § 701, 129 Stat 584.

Source: 48 FR 19541, Apr. 29, 1983, unless otherwise noted.

Subpart A - Davis-Bacon and Related Acts Provisions and Procedures

Source: 48 FR 19540, Apr. 29, 1983, unless otherwise noted.

Editorial Note: Nomenclature changes to subpart A of part 5 appear at 61 FR 19984, May 3, 1996.

§ 5.1 Purpose and scope.

- (a) The regulations contained in this part are promulgated under the authority conferred upon the Secretary of Labor by Reorganization Plan No. 14 of 1950 and the Copeland Act in order to coordinate the administration and enforcement of the labor standards provisions of each of the following acts by the Federal agencies responsible for their administration and of such additional statutes as may from time to time confer upon the Secretary of Labor additional duties and responsibilities similar to those conferred upon the Secretary of Labor under Reorganization Plan No. 14 of 1950:

1. The Davis-Bacon Act (sec. 1-7, 46 Stat. 1949, as amended; Pub. L. 74-403, 40 U.S.C. 276a-276a-7).
2. Copeland Act (40 U.S.C. 276c).
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).
4. National Housing Act (sec. 212 added to c. 847, 48 Stat. 1246, by sec. 14, 53 Stat. 807; 12 U.S.C. 1715c and repeatedly amended).
5. Housing Act of 1950 (college housing) (amended by Housing Act of 1959 to add labor provisions, 73 Stat. 681; 12 U.S.C. 1749a(f)).

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6. Housing Act of 1959 (sec. 401(f) of the Housing Act of 1950 as amended by Pub. L. 86-372, 73 Stat. 681; 12 U.S.C. 1701q(c)(3)).
7. Commercial Fisheries Research and Development Act of 1964 (sec. 7, 78 Stat. 199; 16 U.S.C. 779e(b)).
8. Library Services and Construction Act (sec. 7(a), 78 Stat. 13; 20 U.S.C. 355c(a)(4), as amended).
9. National Technical Institute for the Deaf Act (sec. 5(b)(5), 79 Stat. 126; 20 U.S.C. 684(b)(5)).
10. National Foundation on the Arts and Humanities Act of 1965 (sec. 5(k), 79 Stat. 846 as amended; 20 U.S.C. 954(j)).
11. Elementary and Secondary Education Act of 1965 as amended by Elementary and Secondary and other Education Amendments of 1969 (sec. 423 as added by Pub. L. 91-230, title IV, sec. 401(a)(10), 84 Stat. 169, and renumbered sec. 433, by Pub. L. 92-318; title III, sec. 301(a)(1), 86 Stat. 326; 20 U.S.C. 1232(b)). Under the amendment coverage is extended to all programs administered by the Commissioner of Education.
12. The Federal-Aid Highway Acts (72 Stat. 895, as amended by 82 Stat. 821; 23 U.S.C. 113, as amended by the Surface Transportation Assistance Act of 1982, Pub. L. 97-424).
13. Indian Self-Determination and Education Assistance Act (sec. 7, 88 Stat. 2205; 25 U.S.C. 450e).
14. Indian Health Care Improvement Act (sec. 303(b), 90 Stat. 1407; 25 U.S.C. 1633(b)).
15. Rehabilitation Act of 1973 (sec. 306(b)(5) 87 Stat. 384, 29 U.S.C. 776(b)(5)).
16. Comprehensive Employment and Training Act of 1973 (sec. 606, 87 Stat. 880, renumbered sec. 706 by 88 Stat. 1845; 29 U.S.C. 986; also sec. 604, 88 Stat. 1846; 29 U.S.C. 964(b)(3)).
17. State and Local Fiscal Assistance Act of 1972 (sec. 123(a)(6), 86 Stat. 933; 31 U.S.C. 1246(a)(6)).
18. Federal Water Pollution Control Act (sec. 513 of sec. 2, 86 Stat. 894; 33 U.S.C. 1372).
19. Veterans Nursing Home Care Act of 1964 (78 Stat. 502, as amended; 38 U.S.C. 5035(a)(8)).
20. Postal Reorganization Act (sec. 410(b)(4)(C); 84 Stat. 726 as amended; 39 U.S.C. 410(b)(4)(C)).
21. National Visitors Center Facilities Act of 1966 (sec. 110, 32 Stat. 45; 40 U.S.C. 808).
22. Appalachian Regional Development Act of 1965 (sec. 402, 79 Stat. 21; 40 U.S.C. App. 402).
23. Health Services Research, Health Statistics, and Medical Libraries Act of 1974 (sec. 107, see sec. 308(h)(2) thereof, 88 Stat. 370, as amended by 90 Stat. 378; 42 U.S.C. 242m(h)(2)).
24. Hospital Survey and Construction Act, as amended by the Hospital and Medical Facilities Amendments of 1964 (sec. 605(a)(5), 78 Stat. 453; 42 U.S.C. 291e(a)(5)).

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25. Health Professions Educational Assistance Act (sec. 303(b), 90 Stat. 2254; 42 U.S.C. 293a(g)(1)(C); also sec. 308a, 90 Stat. 2258, 42 U.S.C. 293a(c)(7)).
26. Nurse Training Act of 1964 (sec. 941(a)(1)(C), 89 Stat. 384; 42 U.S.C. 296a(b)(5)).
27. Heart Disease, Cancer, and Stroke Amendments of 1965 (sec. 904, as added by sec. 2, 79 Stat. 928; 42 U.S.C. 299d(b)(4)).
28. Safe Drinking Water Act (sec. 2(a) see sec. 1450e thereof, 88 Stat. 1691; 42 U.S.C. 300j-9(e)).
29. National Health Planning and Resources Act (sec. 4, see sec. 1604(b)(1)(H), 88 Stat. 2261, 42 U.S.C. 300o-3(b)(1)(H)).
30. U.S. Housing Act of 1937, as amended and recodified (88 Stat. 667; 42 U.S.C. 1437j).
31. Demonstration Cities and Metropolitan Development Act of 1966 (secs. 110, 311, 503, 1003, 80 Stat. 1259, 1270, 1277, 1284; 42 U.S.C. 3310; 12 U.S.C. 1715c; 42 U.S.C. 1437j).
32. Slum clearance program: Housing Act of 1949 (sec. 109, 63 Stat. 419, as amended; 42 U.S.C. 1459).
33. Farm housing: Housing Act of 1964 (adds sec. 516(f) to Housing Act of 1949 by sec. 503, 78 Stat. 797; 42 U.S.C. 1486(f)).
34. Housing Act of 1961 (sec. 707, added by sec. 907, 79 Stat. 496, as amended; 42 U.S.C. 1500c-3).
35. Defense Housing and Community Facilities and Services Act of 1951 (sec. 310, 65 Stat. 307; 42 U.S.C. 1592i).
36. Special Health Revenue Sharing Act of 1975 (sec. 303, see sec. 222(a)(5) thereof, 89 Stat. 324; 42 U.S.C. 2689j(a)(5)).
37. Economic Opportunity Act of 1964 (sec. 607, 78 Stat. 532; 42 U.S.C. 2947).
38. Headstart, Economic Opportunity, and Community Partnership Act of 1974 (sec. 11, see sec. 811 thereof, 88 Stat. 2327; 42 U.S.C. 2992a).
39. Housing and Urban Development Act of 1965 (sec. 707, 79 Stat. 492 as amended; 42 U.S.C. 3107).
40. Older Americans Act of 1965 (sec. 502, Pub. L. 89-73, as amended by sec. 501, Pub. L. 93-29; 87 Stat. 50; 42 U.S.C. 3041a(a)(4)).
41. Public Works and Economic Development Act of 1965 (sec. 712; 79 Stat. 575 as amended; 42 U.S.C. 3222).
42. Juvenile Delinquency Prevention Act (sec. 1, 86 Stat. 536; 42 U.S.C. 3884).
43. New Communities Act of 1968 (sec. 410, 82 Stat. 516; 42 U.S.C. 3909).

44. Urban Growth and New Community Development Act of 1970 (sec. 727(f), 84 Stat. 1803; 42 U.S.C. 4529).
45. Domestic Volunteer Service Act of 1973 (sec. 406, 87 Stat. 410; 42 U.S.C. 5046).
46. Housing and Community Development Act of 1974 (secs. 110, 802(g), 88 Stat. 649, 724; 42 U.S.C. 5310, 1440(g)).
47. Developmentally Disabled Assistance and Bill of Rights Act (sec. 126(4), 89 Stat. 488; 42 U.S.C. 6042(4); title I, sec. 111, 89 Stat. 491; 42 U.S.C. 6063(b)(19)).
48. National Energy Conservation Policy Act (sec. 312, 92 Stat. 3254; 42 U.S.C. 6371j).
49. Public Works Employment Act of 1976 (sec. 109, 90 Stat. 1001; 42 U.S.C. 6708; also sec. 208, 90 Stat. 1008; 42 U.S.C. 6728).
50. Energy Conservation and Production Act (sec. 451(h), 90 Stat. 1168; 42 U.S.C. 6881(h)).
51. Solid Waste Disposal Act (sec. 2, 90 Stat. 2823; 42 U.S.C. 6979).
52. Rail Passenger Service Act of 1970 (sec. 405d, 84 Stat. 1337; 45 U.S.C. 565(d)).
53. Urban Mass Transportation Act of 1964 (sec. 10, 78 Stat. 307; renumbered sec. 13 by 88 Stat. 715; 49 U.S.C. 1609).
54. Highway Speed Ground Transportation Study (sec. 6(b), 79 Stat. 893; 49 U.S.C. 1636(b)).
55. Airport and Airway Development Act of 1970 (sec. 22(b), 84 Stat. 231; 49 U.S.C. 1722(b)).
56. Federal Civil Defense Act of 1950 (50 U.S.C. App. 2281i).
57. National Capital Transportation Act of 1965 (sec. 3(b)(4), 79 Stat. 644; 40 U.S.C. 682(b)(4)).

Note. Repealed December 9, 1969, and labor standards incorporated in sec. 1-1431 of the District of Columbia Code).

58. Model Secondary School for the Deaf Act (sec. 4, 80 Stat. 1027, Pub. L. 89-694, but not in the United States Code).
59. Delaware River Basin Compact (sec. 15.1, 75 Stat. 714, Pub. L. 87-328) (considered a statute for purposes of the plan but not in the United States Code).
60. Energy Security Act (sec. 175(c), Pub. L. 96-294, 94 Stat. 611; 42 U.S.C. 8701 note).

- (b) Part 1 of this subtitle contains the Department's procedural rules governing requests for wage determinations and the issuance and use of such wage determinations under the Davis-Bacon Act and its related statutes as listed in that part.

§ 5.2 Definitions.

- (a) The term *Secretary* includes the Secretary of Labor, the Deputy Under Secretary for Employment Standards, and their authorized representatives.
- (b) The term *Administrator* means the Administrator of the Wage and Hour Division, U.S. Department of Labor, or authorized representative.
- (c) The term *Federal agency* means the agency or instrumentality of the United States which enters into the contract or provides assistance through loan, grant, loan guarantee or insurance, or otherwise, to the project subject to a statute listed in § 5.1.
- (d) The term *Agency Head* means the principal official of the Federal agency and includes those persons duly authorized to act in the behalf of the Agency Head.
- (e) The term *Contracting Officer* means the individual, a duly appointed successor, or authorized representative who is designated and authorized to enter into contracts on behalf of the Federal agency.
- (f) The term *labor standards* as used in this part means the requirements of the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act (other than those relating to safety and health), the Copeland Act, and the prevailing wage provisions of the other statutes listed in § 5.1, and the regulations in parts 1 and 3 of this subtitle and this part.
- (g) The term *United States or the District of Columbia* means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the foregoing departments, establishments, agencies, instrumentalities, and including nonappropriated fund instrumentalities.
- (h) The term *contract* means any prime contract which is subject wholly or in part to the labor standards provisions of any of the acts listed in § 5.1 and any subcontract of any tier thereunder, let under the prime contract. A State or local Government is not regarded as a contractor under statutes providing loans, grants, or other Federal assistance in situations where construction is performed by its own employees. However, under statutes requiring payment of prevailing wages to all laborers and mechanics employed on the assisted project, such as the U.S. Housing Act of 1937, State and local recipients of Federal-aid must pay these employees according to Davis-Bacon labor standards.
- (i) The terms *building or work* generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, canals, dredging, shoring, rehabilitation and reactivation of plants, scaffolding, drilling, blasting, excavating, clearing, and landscaping. The manufacture or furnishing of materials, articles, supplies or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a *building or work* within the meaning of the regulations in this part unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, or under the United States Housing Act of 1937 and the Housing Act of 1949 in the construction or development of the project.
- (j) The terms *construction, prosecution, completion, or repair* mean the following:

- (1) All types of work done on a particular building or work at the site thereof, including work at a facility which is deemed a part of the site of the work within the meaning of paragraph (l) of this section by laborers and mechanics employed by a construction contractor or construction subcontractor (or, under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996, all work done in the construction or development of the project), including without limitation -
 - (i) Altering, remodeling, installation (where appropriate) on the site of the work of items fabricated off-site;
 - (ii) Painting and decorating;
 - (iii) Manufacturing or furnishing of materials, articles, supplies or equipment on the site of the building or work (or, under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996 in the construction or development of the project);
 - (iv)
 - (A) Transportation between the site of the work within the meaning of paragraph (l)(1) of this section and a facility which is dedicated to the construction of the building or work and deemed a part of the site of the work within the meaning of paragraph (l)(2) of this section; and
 - (B) Transportation of portion(s) of the building or work between a site where a significant portion of such building or work is constructed, which is a part of the site of the work within the meaning of paragraph (l)(1) of this section, and the physical place or places where the building or work will remain.
- (2) Except for laborers and mechanics employed in the construction or development of the project under the United States Housing Act of 1937; the Housing Act of 1949; and the Native American Housing Assistance and Self-Determination Act of 1996, and except as provided in paragraph (j)(1)(iv)(A) of this section, the transportation of materials or supplies to or from the site of the work by employees of the construction contractor or a construction subcontractor is not "construction, prosecution, completion, or repair" (see *Building and Construction Trades Department, AFL-CIO v. United States Department of Labor Wage Appeals Board (Midway Excavators, Inc.)*, 932 F.2d 985 (D.C. Cir. 1991)).
- (k) The term *public building* or *public work* includes building or work, the construction, prosecution, completion, or repair of which, as defined above, is carried on directly by authority of or with funds of a Federal agency to serve the interest of the general public regardless of whether title thereof is in a Federal agency.
- (l) The term *site of the work* is defined as follows:
 - (1) *The site of the work* is the physical place or places where the building or work called for in the contract will remain; and any other site where a significant portion of the building or work is constructed, *provided* that such site is established specifically for the performance of the contract or project;
 - (2) Except as provided in paragraph (l)(3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc., are part of the *site of the work*, *provided* they are dedicated exclusively, or nearly so, to performance of the contract or project, *and provided* they are adjacent or virtually adjacent to the *site of the work* as defined in paragraph (l)(1) of this section;

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(3) Not included in the *site of the work* are permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular Federal or federally assisted contract or project. In addition, fabrication plants, batch plants, borrow pits, job headquarters, tool yards, etc., of a commercial or material supplier, which are established by a supplier of materials for the project before opening of bids and not on the site of the work as stated in paragraph (l)(1) of this section, are not included in the *site of the work*. Such permanent, previously established facilities are not part of the *site of the work*, even where the operations for a period of time may be dedicated exclusively, or nearly so, to the performance of a contract.

(m) The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of this title are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of part 541, are laborers and mechanics for the time so spent.

(n) The terms *apprentice*, *trainee*, and *helper* are defined as follows:

(1) *Apprentice* means

- (i) a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Bureau, or
- (ii) a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice;

(2) *Trainee* means a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which has been so certified by that Administration.

(3) These provisions do not apply to *apprentices* and *trainees* employed on projects subject to 23 U.S.C. 113 who are enrolled in programs which have been certified by the Secretary of Transportation in accordance with 23 U.S.C. 113(c).

(4) A distinct classification of "helper" will be issued in wage determinations applicable to work performed on construction projects covered by the labor standards provisions of the Davis-Bacon and Related Acts only where:

- (i) The duties of the helper are clearly defined and distinct from those of any other classification on the wage determination;

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- (ii) The use of such helpers is an established prevailing practice in the area; and
- (iii) The helper is not employed as a trainee in an informal training program. A “helper” classification will be added to wage determinations pursuant to § 5.5(a)(1)(ii)(A) only where, in addition, the work to be performed by the helper is not performed by a classification in the wage determination.
- (o) Every person performing the duties of a laborer or mechanic in the construction, prosecution, completion, or repair of a public building or public work, or building or work financed in whole or in part by loans, grants, or guarantees from the United States is *employed* regardless of any contractual relationship alleged to exist between the contractor and such person.
- (p) The term *wages* means the basic hourly rate of pay; any contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan, or program; and the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan of program, which was communicated in writing to the laborers and mechanics affected. The fringe benefits enumerated in the Davis-Bacon Act include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing; unemployment benefits; life insurance, disability insurance, sickness insurance, or accident insurance; vacation or holiday pay; defraying costs of apprenticeship or other similar programs; or other bona fide fringe benefits. Fringe benefits do not include benefits required by other Federal, State, or local law.
- (q) The term *wage determination* includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision. The application of the wage determination shall be in accordance with the provisions of § 1.6 of this title.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 55 FR 50149, Dec. 4, 1990; 57 FR 19206, May 4, 1992; 65 FR 69693, Nov. 20, 2000; 65 FR 80278, Dec. 20, 2000; 82 FR 2225, Jan. 9, 2017]

§§ 5.3-5.4 [Reserved]**§ 5.5 Contract provisions and related matters.**

- (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
 - (1) *Minimum wages.*
 - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR

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part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

- (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all

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interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) *Payrolls and basic records.*
 - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section

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1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees-*

- (i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails

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for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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- (8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) *Certification of eligibility.*
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or § 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.
 - (1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - (3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract

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or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

| Paragraph | OMB Control No. |
|---------------|--------------------|
| (a)(1)(ii)(B) | 1235-0023 |
| (a)(1)(ii)(C) | 1235-0023 |
| (a)(1)(iv) | 1235-0023 |
| (a)(3)(i) | 1235-0023 |
| (a)(3)(ii)(A) | 1235-0023 |
| | 1235-0008 |
| (c) | 1235-0023 |

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008; 81 FR 43450, July 1, 2016; 82 FR 2225, 2226, Jan. 9, 2017; 83 FR 12, Jan 2, 2018; 84 FR 218, Jan. 23, 2019; 87 FR 2334, Jan. 14, 2022]

§ 5.6 Enforcement.

(a)

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- (1) It shall be the responsibility of the Federal agency to ascertain whether the clauses required by § 5.5 have been inserted in the contracts subject to the labor standards provisions of the Acts contained in § 5.1. Agencies which do not directly enter into such contracts shall promulgate the necessary regulations or procedures to require the recipient of the Federal assistance to insert in its contracts the provisions of § 5.5. No payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency unless the agency insures that the clauses required by § 5.5 and the appropriate wage determination of the Secretary of Labor are contained in such contracts. Furthermore, no payment, advance, grant, loan, or guarantee of funds shall be approved by the Federal agency after the beginning of construction unless there is on file with the agency a certification by the contractor that the contractor and its subcontractors have complied with the provisions of § 5.5 or unless there is on file with the agency a certification by the contractor that there is a substantial dispute with respect to the required provisions.
 - (2) Payrolls and Statements of Compliance submitted pursuant to § 5.5(a)(3)(ii) shall be preserved by the Federal agency for a period of 3 years from the date of completion of the contract and shall be produced at the request of the Department of Labor at any time during the 3-year period.
 - (3) The Federal agency shall cause such investigations to be made as may be necessary to assure compliance with the labor standards clauses required by § 5.5 and the applicable statutes listed in § 5.1. Investigations shall be made of all contracts with such frequency as may be necessary to assure compliance. Such investigations shall include interviews with employees, which shall be taken in confidence, and examinations of payroll data and evidence of registration and certification with respect to apprenticeship and training plans. In making such examinations, particular care shall be taken to determine the correctness of classifications and to determine whether there is a disproportionate employment of laborers and of apprentices or trainees registered in approved programs. Such investigations shall also include evidence of fringe benefit plans and payments thereunder. Complaints of alleged violations shall be given priority.
 - (4) In accordance with normal operating procedures, the contracting agency may be furnished various investigatory material from the investigation files of the Department of Labor. None of the material, other than computations of back wages and liquidated damages and the summary of back wages due, may be disclosed in any manner to anyone other than Federal officials charged with administering the contract or program providing Federal assistance to the contract, without requesting the permission and views of the Department of Labor.
 - (5) It is the policy of the Department of Labor to protect the identity of its confidential sources and to prevent an unwarranted invasion of personal privacy. Accordingly, the identity of an employee who makes a written or oral statement as a complaint or in the course of an investigation, as well as portions of the statement which would reveal the employee's identity, shall not be disclosed in any manner to anyone other than Federal officials without the prior consent of the employee. Disclosure of employee statements shall be governed by the provisions of the "Freedom of Information Act" (5 U.S.C. 552, see 29 CFR part 70) and the "Privacy Act of 1974" (5 U.S.C. 552a).
- (b) The Administrator shall cause to be made such investigations as deemed necessary, in order to obtain compliance with the labor standards provisions of the applicable statutes listed in § 5.1, or to affirm or reject the recommendations by the Agency Head with respect to labor standards matters arising under the statutes listed in § 5.1. Federal agencies, contractors, subcontractors, sponsors, applicants, or owners shall cooperate with any authorized representative of the Department of Labor in the inspection of records, in interviews with workers, and in all other aspects of the investigations. The findings of such an investigation, including amounts found due, may not be altered or reduced without the approval of the

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Department of Labor. Where the underpayments disclosed by such an investigation total \$1,000 or more, where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), or where liquidated damages may be assessed under the Contract Work Hours and Safety Standards Act, the Department of Labor will furnish the Federal agency an enforcement report detailing the labor standards violations disclosed by the investigation and any action taken by the contractor to correct the violative practices, including any payment of back wages. In other circumstances, the Federal agency will be furnished a letter of notification summarizing the findings of the investigation.

§ 5.7 Reports to the Secretary of Labor.**(a) Enforcement reports.**

- (1) Where underpayments by a contractor or subcontractor total less than \$1,000, and where there is no reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act that the contractor has disregarded its obligations to employees and subcontractors), and where restitution has been effected and future compliance assured, the Federal agency need not submit its investigative findings and recommendations to the Administrator, unless the investigation was made at the request of the Department of Labor. In the latter case, the Federal agency shall submit a factual summary report detailing any violations including any data on the amount of restitution paid, the number of workers who received restitution, liquidated damages assessed under the Contract Work Hours and Safety Standards Act, corrective measures taken (such as "letters of notice"), and any information that may be necessary to review any recommendations for an appropriate adjustment in liquidated damages under § 5.8.
- (2) Where underpayments by a contractor or subcontractor total \$1,000 or more, or where there is reason to believe that the violations are aggravated or willful (or, in the case of the Davis-Bacon Act, that the contractor has disregarded its obligations to employees and subcontractors), the Federal agency shall furnish within 60 days after completion of its investigation, a detailed enforcement report to the Administrator.

(b) Semi-annual enforcement reports. To assist the Secretary in fulfilling the responsibilities under Reorganization Plan No. 14 of 1950, Federal agencies shall furnish to the Administrator by April 30 and October 31 of each calendar year semi-annual reports on compliance with and enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30, respectively. Such reports shall be prepared in the manner prescribed in memoranda issued to Federal agencies by the Administrator. This report has been cleared in accordance with FPMR 101-11.11 and assigned interagency report control number 1482-DOL-SA.**(c) Additional information.** Upon request, the Agency Head shall transmit to the Administrator such information available to the Agency with respect to contractors and subcontractors, their contracts, and the nature of the contract work as the Administrator may find necessary for the performance of his or her duties with respect to the labor standards provisions referred to in this part.**(d) Contract termination.** Where a contract is terminated by reason of violations of the labor standards provisions of the statutes listed in § 5.1, a report shall be submitted promptly to the Administrator and to the Comptroller General (if the contract is subject to the Davis-Bacon Act), giving the name and address of the contractor or subcontractor whose right to proceed has been terminated, and the name and address of the contractor or subcontractor, if any, who is to complete the work, the amount and number of the contract, and the description of the work to be performed.

§ 5.8 Liquidated damages under the Contract Work Hours and Safety Standards Act.

- (a) The Contract Work Hours and Safety Standards Act requires that laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer or mechanic employed in violation of the Act in the amount of \$29 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.
- (b) *Findings and recommendations of the Agency Head.* The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in liquidated damages be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage underpayments for which the liquidated damages are determined.
- (c) The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations, partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Administrative Review Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless petition for review is filed pursuant to part 8 of this title, and the Administrative Review Board in its discretion reviews such decision and order.
- (d) Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business.

[48 FR 19541, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 51 FR 13496, Apr. 21, 1986; 81 FR 43450, July 1, 2016; 83 FR 12, Jan. 2, 2018; 84 FR 218, Jan. 23, 2019; 87 FR 2334, Jan. 14, 2022]

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In the event of failure or refusal of the contractor or any subcontractor to comply with the labor standards clauses contained in § 5.5 and the applicable statutes listed in § 5.1, the Federal agency, upon its own action or upon written request of an authorized representative of the Department of Labor, shall take such action as may be necessary to cause the suspension of the payment, advance or guarantee of funds until such time as the violations are discontinued or until sufficient funds are withheld to compensate employees for the wages to which they are entitled and to cover any liquidated damages which may be due.

§ 5.10 Restitution, criminal action.

- (a) In cases other than those forwarded to the Attorney General of the United States under paragraph (b), of this section, where violations of the labor standards clauses contained in § 5.5 and the applicable statutes listed in § 5.1 result in underpayment of wages to employees, the Federal agency or an authorized representative of the Department of Labor shall request that restitution be made to such employees or on their behalf to plans, funds, or programs for any type of bona fide fringe benefits within the meaning of section 1(b)(2) of the Davis-Bacon Act.
- (b) In cases where the Agency Head or the Administrator finds substantial evidence that such violations are willful and in violation of a criminal statute, the matter shall be forwarded to the Attorney General of the United States for prosecution if the facts warrant. In all such cases the Administrator shall be informed simultaneously of the action taken.

§ 5.11 Disputes concerning payment of wages.

- (a) This section sets forth the procedure for resolution of disputes of fact or law concerning payment of prevailing wage rates, overtime pay, or proper classification. The procedures in this section may be initiated upon the Administrator's own motion, upon referral of the dispute by a Federal agency pursuant to § 5.5(a)(9), or upon request of the contractor or subcontractor(s).
- (b)
 - (1) In the event of a dispute described in paragraph (a) of this section in which it appears that relevant facts are at issue, the Administrator will notify the affected contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings. If the Administrator determines that there is reasonable cause to believe that the contractor and/or subcontractor(s) should also be subject to debarment under the Davis-Bacon Act or § 5.12(a)(1), the letter will so indicate.
 - (2) A contractor and/or subcontractor desiring a hearing concerning the Administrator's investigative findings shall request such a hearing by letter postmarked within 30 days of the date of the Administrator's letter. The request shall set forth those findings which are in dispute and the reasons therefor, including any affirmative defenses, with respect to the violations and/or debarment, as appropriate.
 - (3) Upon receipt of a timely request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to which shall be attached a copy of the letter from the Administrator and response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to resolve the disputed matters. The hearing shall be conducted in accordance with the procedures set forth in 29 CFR part 6.

(c)

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- (1) In the event of a dispute described in paragraph (a) of this section in which it appears that there are no relevant facts at issue, and where there is not at that time reasonable cause to institute debarment proceedings under § 5.12, the Administrator shall notify the contractor and subcontractor(s) (if any), by registered or certified mail to the last known address, of the investigation findings, and shall issue a ruling on any issues of law known to be in dispute.
- (2)
 - (i) If the contractor and/or subcontractor(s) disagree with the factual findings of the Administrator or believe that there are relevant facts in dispute, the contractor or subcontractor(s) shall so advise the Administrator by letter postmarked within 30 days of the date of the Administrator's letter. In the response, the contractor and/or subcontractor(s) shall explain in detail the facts alleged to be in dispute and attach any supporting documentation.
 - (ii) Upon receipt of a response under paragraph (c)(2)(i) of this section alleging the existence of a factual dispute, the Administrator shall examine the information submitted. If the Administrator determines that there is a relevant issue of fact, the Administrator shall refer the case to the Chief Administrative Law Judge in accordance with paragraph (b)(3) of this section. If the Administrator determines that there is no relevant issue of fact, the Administrator shall so rule and advise the contractor and subcontractor(s) (if any) accordingly.
- (3) If the contractor and/or subcontractor(s) desire review of the ruling issued by the Administrator under paragraph (c)(1) or (2) of this section, the contractor and/or subcontractor(s) shall file a petition for review thereof with the Administrative Review Board within 30 days of the date of the ruling, with a copy thereof the Administrator. The petition for review shall be filed in accordance with part 7 of this title.
- (d) If a timely response to the Administrator's findings or ruling is not made or a timely petition for review is not filed, the Administrator's findings and/or ruling shall be final, except that with respect to debarment under the Davis-Bacon Act, the Administrator shall advise the Comptroller General of the Administrator's recommendation in accordance with § 5.12(a)(1). If a timely response or petition for review is filed, the findings and/or ruling of the Administrator shall be inoperative unless and until the decision is upheld by the Administrative Law Judge or the Administrative Review Board.

§ 5.12 Debarment proceedings.

- (a)
 - (1) Whenever any contractor or subcontractor is found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of any of the applicable statutes listed in § 5.1 other than the Davis-Bacon Act, such contractor or subcontractor or any firm, corporation, partnership, or association in which such contractor or subcontractor has a substantial interest shall be ineligible for a period not to exceed 3 years (from the date of publication by the Comptroller General of the name or names of said contractor or subcontractor on the ineligible list as provided below) to receive any contracts or subcontracts subject to any of the statutes listed in § 5.1.
 - (2) In cases arising under contracts covered by the Davis-Bacon Act, the Administrator shall transmit to the Comptroller General the names of the contractors or subcontractors and their responsible officers, if any (and any firms in which the contractors or subcontractors are known to have an interest), who have been found to have disregarded their obligations to employees, and the recommendation of the Secretary of Labor or authorized representative regarding debarment. The Comptroller General will distribute a list to all Federal agencies giving the names of such ineligible

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person or firms, who shall be ineligible to be awarded any contract or subcontract of the United States or the District of Columbia and any contract or subcontract subject to the labor standards provisions of the statutes listed in § 5.1.

(b)

- (1) In addition to cases under which debarment action is initiated pursuant to § 5.11, whenever as a result of an investigation conducted by the Federal agency or the Department of Labor, and where the Administrator finds reasonable cause to believe that a contractor or subcontractor has committed willful or aggravated violations of the labor standards provisions of any of the statutes listed in § 5.1 (other than the Davis-Bacon Act), or has committed violations of the Davis-Bacon Act which constitute a disregard of its obligations to employees or subcontractors under section 3(a) thereof, the Administrator shall notify by registered or certified mail to the last known address, the contractor or subcontractor and its responsible officers, if any (and any firms in which the contractor or subcontractor are known to have a substantial interest), of the finding. The Administrator shall afford such contractor or subcontractor and any other parties notified an opportunity for a hearing as to whether debarment action should be taken under paragraph (a)(1) of this section or section 3(a) of the Davis-Bacon Act. The Administrator shall furnish to those notified a summary of the investigative findings. If the contractor or subcontractor or any other parties notified wish to request a hearing as to whether debarment action should be taken, such a request shall be made by letter postmarked within 30 days of the date of the letter from the Administrator, and shall set forth any findings which are in dispute and the reasons therefor, including any affirmative defenses to be raised. Upon receipt of such request for a hearing, the Administrator shall refer the case to the Chief Administrative Law Judge by Order of Reference, to which shall be attached a copy of the letter from the Administrator and the response thereto, for designation of an Administrative Law Judge to conduct such hearings as may be necessary to determine the matters in dispute. In considering debarment under any of the statutes listed in § 5.1 other than the Davis-Bacon Act, the Administrative Law Judge shall issue an order concerning whether the contractor or subcontractor is to be debarred in accordance with paragraph (a)(1) of this section. In considering debarment under the Davis-Bacon Act, the Administrative Law Judge shall issue a recommendation as to whether the contractor or subcontractor should be debarred under section 3(a) of the Act.
- (2) Hearings under this section shall be conducted in accordance with 29 CFR part 6. If no hearing is requested within 30 days of receipt of the letter from the Administrator, the Administrator's findings shall be final, except with respect to recommendations regarding debarment under the Davis-Bacon Act, as set forth in paragraph (a)(2) of this section.

- (c) Any person or firm debarred under paragraph (a)(1) of this section may in writing request removal from the debarment list after six months from the date of publication by the Comptroller General of such person or firm's name on the ineligible list. Such a request should be directed to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210, and shall contain a full explanation of the reasons why such person or firm should be removed from the ineligible list. In cases where the contractor or subcontractor failed to make full restitution to all underpaid employees, a request for removal will not be considered until such underpayments are made. In all other cases, the Administrator will examine the facts and circumstances surrounding the violative practices which caused the debarment, and issue a decision as to whether or not such person or firm has demonstrated a current responsibility to comply with the labor standards provisions of the statutes listed in § 5.1, and therefore should be removed from the ineligible list. Among the factors to be considered in reaching such a decision are the severity of the violations, the contractor or subcontractor's attitude towards compliance, and the past compliance history of the firm. In no case will such removal be effected unless the

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Administrator determines after an investigation that such person or firm is in compliance with the labor standards provisions applicable to Federal contracts and Federally assisted construction work subject to any of the applicable statutes listed in § 5.1 and other labor statutes providing wage protection, such as the Service Contract Act, the Walsh-Healey Public Contracts Act, and the Fair Labor Standards Act. If the request for removal is denied, the person or firm may petition for review by the Administrative Review Board pursuant to 29 CFR part 7.

(d)

(1) Section 3(a) of the Davis-Bacon Act provides that for a period of three years from date of publication on the ineligible list, no contract shall be awarded to any persons or firms placed on the list as a result of a finding by the Comptroller General that such persons or firms have disregarded obligations to employees and subcontractors under that Act, and further, that no contract shall be awarded to "any firm, corporation, partnership, or association in which such persons or firms have an interest." Paragraph (a)(1) of this section similarly provides that for a period not to exceed three years from date of publication on the ineligible list, no contract subject to any of the statutes listed in § 5.1 shall be awarded to any contractor or subcontractor on the ineligible list pursuant to that paragraph, or to "any firm, corporation, partnership, or association" in which such contractor or subcontractor has a "substantial interest." A finding as to whether persons or firms whose names appear on the ineligible list have an interest (or a substantial interest, as appropriate) in any other firm, corporation, partnership, or association, may be made through investigation, hearing, or otherwise.

(2)

(i) The Administrator, on his/her own motion or after receipt of a request for a determination pursuant to paragraph (d)(3) of this section may make a finding on the issue of interest (or substantial interest, as appropriate).

(ii) If the Administrator determines that there may be an interest (or substantial interest, as appropriate), but finds that there is insufficient evidence to render a final ruling thereon, the Administrator may refer the issue to the Chief Administrative Law Judge in accordance with paragraph (d)(4) of this section.

(iii) If the Administrator finds that no interest (or substantial interest, as appropriate) exists, or that there is not sufficient information to warrant the initiation of an investigation, the requesting party, if any, will be so notified and no further action taken.

(iv)

(A) If the Administrator finds that an interest (or substantial interest, as appropriate) exists, the person or firm affected will be notified of the Administrator's finding (by certified mail to the last known address), which shall include the reasons therefor, and such person or firm shall be afforded an opportunity to request that a hearing be held to render a decision on the issue.

(B) Such person or firm shall have 20 days from the date of the Administrator's ruling to request a hearing. A detailed statement of the reasons why the Administrator's ruling is in error, including facts alleged to be in dispute, if any, shall be submitted with the request for a hearing.

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- (C) If no hearing is requested within the time mentioned in paragraph (d)(2)(iv)(B) of this section, the Administrator's finding shall be final and the Administrator shall so notify the Comptroller General. If a hearing is requested, the ruling of the Administrator shall be inoperative unless and until the administrative law judge or the Administrative Review Board issues an order that there is an interest (or substantial interest, as appropriate).

(3)

- (i) A request for a determination of interest (or substantial interest, as appropriate), may be made by any interested party, including contractors or prospective contractors and associations of contractor's representatives of employees, and interested Government agencies. Such a request shall be submitted in writing to the Administrator, Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

- (ii) The request shall include a statement setting forth in detail why the petitioner believes that a person or firm whose name appears on the debarred bidders list has an interest (or a substantial interest, as appropriate) in any firm, corporation, partnership, or association which is seeking or has been awarded a contract of the United States or the District of Columbia, or which is subject to any of the statutes listed in § 5.1. No particular form is prescribed for the submission of a request under this section.

- (4) *Referral to the Chief Administrative Law Judge.* The Administrator, on his/her own motion under paragraph (d)(2)(ii) of this section or upon a request for hearing where the Administrator determines that relevant facts are in dispute, will by order refer the issue to the Chief Administrative Law Judge, for designation of an Administrative Law Judge who shall conduct such hearings as may be necessary to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceedings shall be conducted in accordance with the procedures set forth at 29 CFR part 6.

- (5) *Referral to the Administrative Review Board.* If the person or firm affected requests a hearing and the Administrator determines that relevant facts are not in dispute, the Administrator will refer the issue and the record compiled thereon to the Administrative Review Board to render a decision solely on the issue of interest (or substantial interest, as appropriate). Such proceeding shall be conducted in accordance with the procedures set forth at 29 CFR part 7.

[48 FR 19541, Apr. 29, 1983, as amended at 48 FR 50313, Nov. 1, 1983; 82 FR 2226, Jan. 9, 2017]

§ 5.13 Rulings and interpretations.

All questions relating to the application and interpretation of wage determinations (including the classifications therein) issued pursuant to part 1 of this subtitle, of the rules contained in this part and in parts 1 and 3, and of the labor standards provisions of any of the statutes listed in § 5.1 shall be referred to the Administrator for appropriate ruling or interpretation. The rulings and interpretations shall be authoritative and those under the Davis-Bacon Act may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 259). Requests for such rulings and interpretations should be addressed to the Administrator, Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210.

[82 FR 2226, Jan. 9, 2017]

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§ 5.14 Variations, tolerances, and exemptions from parts 1 and 3 of this subtitle and this part.

The Secretary of Labor may make variations, tolerances, and exemptions from the regulatory requirements of this part and those of parts 1 and 3 of this subtitle whenever the Secretary finds that such action is necessary and proper in the public interest or to prevent injustice and undue hardship. Variations, tolerances, and exemptions may not be made from the statutory requirements of any of the statutes listed in § 5.1 unless the statute specifically provides such authority.

§ 5.15 Limitations, variations, tolerances, and exemptions under the Contract Work Hours and Safety Standards Act.

- (a) *General.* Upon his or her own initiative or upon the request of any Federal agency, the Secretary of Labor may provide under section 105 of the Contract Work Hours and Safety Standards Act reasonable limitations and allow variations, tolerances, and exemptions to and from any or all provisions of that Act whenever the Secretary finds such action to be necessary and proper in the public interest to prevent injustice, or undue hardship, or to avoid serious impairment of the conduct of Government business. Any request for such action by the Secretary shall be submitted in writing, and shall set forth the reasons for which the request is made.
- (b) *Exemptions.* Pursuant to section 105 of the Contract Work Hours and Safety Standards Act, the following classes of contracts are found exempt from all provisions of that Act in order to prevent injustice, undue hardship, or serious impairment of Government business:
 - (1) Contract work performed in a workplace within a foreign country or within territory under the jurisdiction of the United States other than the following: A State of the United States; the District of Columbia; Puerto Rico; the Virgin Islands; Outer Continental Shelf lands defined in the Outer Continental Shelf Lands Act (ch. 345, 67 Stat. 462); American Samoa; Guam; Wake Island; Eniwetok Atoll; Kwajalein Atoll; and Johnston Island.
 - (2) Agreements entered into by or on behalf of the Commodity Credit Corporation providing for the storing in or handling by commercial warehouses of wheat, corn, oats, barley, rye, grain sorghums, soybeans, flaxseed, rice, naval stores, tobacco, peanuts, dry beans, seeds, cotton, and wool.
 - (3) Sales of surplus power by the Tennessee Valley Authority to States, counties, municipalities, cooperative organization of citizens or farmers, corporations and other individuals pursuant to section 10 of the Tennessee Valley Authority Act of 1933 (16 U.S.C. 8311).
- (c) *Tolerances.*
 - (1) The “basic rate of pay” under section 102 of the Contract Work Hours and Safety Standards Act may be computed as an hourly equivalent to the rate on which time-and-one-half overtime compensation may be computed and paid under section 7 of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 207), as interpreted in part 778 of this title. This tolerance is found to be necessary and proper in the public interest in order to prevent undue hardship.
 - (2) Concerning the tolerance provided in paragraph (c)(1) of this section, the provisions of section 7(d)(2) of the Fair Labor Standards Act and § 778.7 of this title should be noted. Under these provisions, payments for occasional periods when no work is performed, due to vacations, and similar causes are excludable from the “regular rate” under the Fair Labor Standards Act. Such payments, therefore, are also excludable from the “basic rate” under the Contract Work Hours and Safety Standards Act.

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- (3) See § 5.8(c) providing a tolerance subdelegating authority to the heads of agencies to make appropriate adjustments in the assessment of liquidated damages totaling \$500 or less under specified circumstances.

- (4)

- (i) Time spent in an organized program of related, supplemental instruction by laborers or mechanics employed under bona fide apprenticeship or training programs may be excluded from working time if the criteria prescribed in paragraphs (c)(4)(ii) and (iii) of this section are met.

- (ii) The apprentice or trainee comes within the definition contained in § 5.2(n).

- (iii) The time in question does not involve productive work or performance of the apprentice's or trainee's regular duties.

- (d) *Variations.*

- (1) In the event of failure or refusal of the contractor or any subcontractor to comply with overtime pay requirements of the Contract Work Hours and Safety Standards Act, if the funds withheld by Federal agencies for the violations are not sufficient to pay fully both the unpaid wages due laborers and mechanics and the liquidated damages due the United States, the available funds shall be used first to compensate the laborers and mechanics for the wages to which they are entitled (or an equitable portion thereof when the funds are not adequate for this purpose); and the balance, if any, shall be used for the payment of liquidated damages.

- (2) In the performance of any contract entered into pursuant to the provisions of 38 U.S.C. 620 to provide nursing home care of veterans, no contractor or subcontractor under such contract shall be deemed in violation of section 102 of the Contract Work Hours and Safety Standards Act by virtue of failure to pay the overtime wages required by such section for work in excess of 40 hours in the workweek to any individual employed by an establishment which is an institution primarily engaged in the care of the sick, the aged, or the mentally ill or defective who reside on the premises if, pursuant to an agreement or understanding arrived at between the employer and the employee before performance of the work, a work period of 14 consecutive days is accepted in lieu of the workweek of 7 consecutive days for the purpose of overtime compensation and if such individual receives compensation for employment in excess of 8 hours in any workday and in excess of 80 hours in such 14-day period at a rate not less than $1\frac{1}{2}$ times the regular rate at which the individual is employed, computed in accordance with the requirements of the Fair Labor Standards Act of 1938, as amended.

- (3) Any contractor or subcontractor performing on a government contract the principal purpose of which is the furnishing of fire fighting or suppression and related services, shall not be deemed to be in violation of section 102 of the Contract Work Hour and Safety Standards Act for failing to pay the overtime compensation required by section 102 of the Act in accordance with the basic rate of pay as defined in paragraph (c)(1) of this section, to any pilot or copilot of a fixed-wing or rotary-wing aircraft employed on such contract if:

- (i) Pursuant to a written employment agreement between the contractor and the employee which is arrived at before performance of the work.

- (A) The employee receives gross wages of not less than \$300 per week regardless of the total number of hours worked in any workweek, and

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- (B) Within any workweek the total wages which an employee receives are not less than the wages to which the employee would have been entitled in that workweek if the employee were paid the minimum hourly wage required under the contract pursuant to the provisions of the Service Contract Act of 1965 and any applicable wage determination issued thereunder for all hours worked, plus an additional premium payment of one-half times such minimum hourly wage for all hours worked in excess of 40 hours in the workweek;
- (ii) The contractor maintains accurate records of the total daily and weekly hours of work performed by such employee on the government contract. In the event these conditions for the exemption are not met, the requirements of section 102 of the Contract Work Hours and Safety Standards Act shall be applicable to the contract from the date the contractor or subcontractor fails to satisfy the conditions until completion of the contract.

(Reporting and recordkeeping requirements in paragraph (d)(2) have been approved by the Office of Management and Budget under control numbers 1235-0023 and 1235-0018. Reporting and recordkeeping requirements in paragraph (d)(3)(ii) have been approved by the Office of Management and Budget under control number 1235-0018)

[48 FR 19541, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 61 FR 40716, Aug. 5, 1996; 82 FR 2226, Jan. 9, 2017]

§ 5.16 Training plans approved or recognized by the Department of Labor prior to August 20, 1975.

- (a) Notwithstanding the provisions of § 5.5(a)(4)(ii) relating to the utilization of trainees on Federal and federally assisted construction, no contractor shall be required to obtain approval of a training program which, prior to August 20, 1975, was approved by the Department of Labor for purposes of the Davis-Bacon and Related Acts, was established by agreement of organized labor and management and therefore recognized by the Department, and/or was recognized by the Department under Executive Order 11246, as amended. A copy of the program and evidence of its prior approval, if applicable shall be submitted to the Employment and Training Administration, which shall certify such prior approval or recognition of the program. In every other respect, the provisions of § 5.5(a)(4)(ii) - including those relating to registration of trainees, permissible ratios, and wage rates to be paid - shall apply to these programs.
- (b) Every trainee employed on a contract executed on and after August 20, 1975, in one of the above training programs must be individually registered in the program in accordance with Employment and Training Administration procedures, and must be paid at the rate specified in the program for the level of progress. Any such employee listed on the payroll at a trainee rate who is not registered and participating in a program certified by ETA pursuant to this section, or approved and certified by ETA pursuant to § 5.5(a)(4)(ii), must be paid the wage rate determined by the Secretary of Labor for the classification of work actually performed. The ratio of trainees to journeymen shall not be greater than permitted by the terms of the program.
- (c) In the event a program which was recognized or approved prior to August 20, 1975, is modified, revised, extended, or renewed, the changes in the program or its renewal must be approved by the Employment and Training Administration before they may be placed into effect.

§ 5.17 Withdrawal of approval of a training program.

If at any time the Employment and Training Administration determines, after opportunity for a hearing, that the standards of any program, whether it is one recognized or approved prior to August 20, 1975, or a program subsequently approved, have not been complied with, or that such a program fails to provide adequate training for participants, a contractor will no longer be permitted to utilize trainees at less than the predetermined rate for the classification of work actually performed until an acceptable program is approved.

Subpart B - Interpretation of the Fringe Benefits Provisions of the Davis-Bacon Act

Source: 29 FR 13465, Sept. 30, 1964, unless otherwise noted.

§ 5.20 Scope and significance of this subpart.

The 1964 amendments (Pub. L. 88-349) to the Davis-Bacon Act require, among other things, that the prevailing wage determined for Federal and federally-assisted construction include: (a) The basic hourly rate of pay; and (b) the amount contributed by the contractor or subcontractor for certain fringe benefits (or the cost to them of such benefits). The purpose of this subpart is to explain the provisions of these amendments. This subpart makes available in one place official interpretations of the fringe benefits provisions of the Davis-Bacon Act. These interpretations will guide the Department of Labor in carrying out its responsibilities under these provisions. These interpretations are intended also for the guidance of contractors, their associations, laborers and mechanics and their organizations, and local, State and Federal agencies, who may be concerned with these provisions of the law. The interpretations contained in this subpart are authoritative and may be relied upon as provided for in section 10 of the Portal-to-Portal Act of 1947 (29 U.S.C. 359). The omission to discuss a particular problem in this subpart or in interpretations supplementing it should not be taken to indicate the adoption of any position by the Secretary of Labor with respect to such problem or to constitute an administrative interpretation, practice, or enforcement policy. Questions on matters not fully covered by this subpart may be referred to the Secretary for interpretation as provided in § 5.12.

§ 5.21 [Reserved]**§ 5.22 Effect of the Davis-Bacon fringe benefits provisions.**

The Davis-Bacon Act and the prevailing wage provisions of the related statutes listed in § 1.1 of this subtitle confer upon the Secretary of Labor the authority to predetermine, as minimum wages, those wage rates found to be prevailing for corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the area in which the work is to be performed. See paragraphs (a) and (b) of § 1.2 of this subtitle. The fringe benefits amendments enlarge the scope of this authority by including certain bona fide fringe benefits within the meaning of the terms "wages", "scale of wages", "wage rates", "minimum wages" and "prevailing wages", as used in the Davis-Bacon Act.

§ 5.23 The statutory provisions.

The fringe benefits provisions of the 1964 amendments to the Davis-Bacon Act are, in part, as follows:

(b) As used in this Act the term "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include -

Labor Standards Provisions Applicable to Contracts Covering F...

(1) The basic hourly rate of pay; and

(2) The amount of -

(A) The rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected,

for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits *

* *

§ 5.24 The basic hourly rate of pay.

“The basic hourly rate of pay” is that part of a laborer's or mechanic's wages which the Secretary of Labor would have found and included in wage determinations prior to the 1964 amendments. The Secretary of Labor is required to continue to make a separate finding of this portion of the wage. In general, this portion of the wage is the cash payment made directly to the laborer or mechanic. It does not include fringe benefits.

§ 5.25 Rate of contribution or cost for fringe benefits.

- (a) Under the amendments, the Secretary is obligated to make a separate finding of the rate of contribution or cost of fringe benefits. Only the amount of contributions or costs for fringe benefits which meet the requirements of the act will be considered by the Secretary. These requirements are discussed in this subpart.
- (b) The rate of contribution or cost is ordinarily an hourly rate, and will be reflected in the wage determination as such. In some cases, however, the contribution or cost for certain fringe benefits may be expressed in a formula or method of payment other than an hourly rate. In such cases, the Secretary may in his discretion express in the wage determination the rate of contribution or cost used in the formula or method or may convert it to an hourly rate of pay whenever he finds that such action would facilitate the administration of the Act. See § 5.5(a)(1)(i) and (iii).

§ 5.26 “* * * contribution irrevocably made * * * to a trustee or to a third person”.

Under the fringe benefits provisions (section 1(b)(2) of the Act) the amount of contributions for fringe benefits must be made to a trustee or to a third person irrevocably. The “third person” must be one who is not affiliated with the contractor or subcontractor. The trustee must assume the usual fiduciary responsibilities imposed upon trustees by applicable law. The trust or fund must be set up in such a way that in no event will the contractor or subcontractor be able to recapture any of the contributions paid in or any way divert the funds to his own use or benefit. Although contributions made to a trustee or third person pursuant to a benefit plan must be irrevocably made, this does not prevent return to the contractor or subcontractor of sums which he had paid in excess of the contributions actually called for by the plan, as where such excess payments result from error or from the necessity of making payments

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to cover the estimated cost of contributions at a time when the exact amount of the necessary contributions under the plan is not yet ascertained. For example, a benefit plan may provide for definite insurance benefits for employees in the event of the happening of a specified contingency such as death, sickness, accident, etc., and may provide that the cost of such definite benefits, either in full or any balance in excess of specified employee contributions, will be borne by the contractor or subcontractor. In such a case the return by the insurance company to the contractor or subcontractor of sums paid by him in excess of the amount required to provide the benefits which, under the plan, are to be provided through contributions by the contractor or subcontractor, will not be deemed a recapture or diversion by the employer of contributions made pursuant to the plan. (See Report of the Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

§ 5.27 “* * * fund, plan, or program”.

The contributions for fringe benefits must be made pursuant to a fund, plan or program (sec. 1(b)(2)(A) of the act). The phrase “fund, plan, or program” is merely intended to recognize the various types of arrangements commonly used to provide fringe benefits through employer contributions. The phrase is identical with language contained in section 3(1) of the Welfare and Pension Plans Disclosure Act. In interpreting this phrase, the Secretary will be guided by the experience of the Department in administering the latter statute. (See Report of Senate Committee on Labor and Public Welfare, S. Rep. No. 963, 88th Cong., 2d Sess., p. 5.)

§ 5.28 Unfunded plans.

- (a) The costs to a contractor or subcontractor which may be reasonably anticipated in providing benefits of the types described in the act pursuant to an enforceable commitment to carry out a financially responsible plan or program, are considered fringe benefits within the meaning of the act (see 1(b)(2)(B) of the act). The legislative history suggests that these provisions were intended to permit the consideration of fringe benefits meeting, among others, these requirements and which are provided from the general assets of a contractor or subcontractor. (Report of the House Committee on Education and Labor, H. Rep. No. 308, 88th Cong., 1st Sess., p. 4.)
- (b) No type of fringe benefit is eligible for consideration as a so-called unfunded plan unless:
 - (1) It could be reasonably anticipated to provide benefits described in the act;
 - (2) It represents a commitment that can be legally enforced;
 - (3) It is carried out under a financially responsible plan or program; and
 - (4) The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected. (See S. Rep. No. 963, p. 6.)
- (c) It is in this manner that the act provides for the consideration of unfunded plans or programs in finding prevailing wages and in ascertaining compliance with the Act. At the same time, however, there is protection against the use of this provision as a means of avoiding the act's requirements. The words “reasonably anticipated” are intended to require that any unfunded plan or program be able to withstand a test which can perhaps be best described as one of actuarial soundness. Moreover, as in the case of other fringe benefits payable under the act, an unfunded plan or program must be “bona fide” and not a mere simulation or sham for avoiding compliance with the act. (See S. Rep. No. 963, p. 6.) The legislative history suggests that in order to insure against the possibility that these provisions might be used to avoid compliance with the act, the committee contemplates that the Secretary of Labor in carrying out his responsibilities under Reorganization Plan No. 14 of 1950, may direct a contractor or subcontractor to set aside in an account assets which, under sound actuarial principles, will be sufficient to meet the future

Labor Standards Provisions Applicable to Contracts Covering F...

obligation under the plan. The preservation of this account for the purpose intended would, of course, also be essential. (S. Rep. No. 963, p. 6.) This is implemented by the contractual provisions required by § 5.5(a)(1)(iv).

§ 5.29 Specific fringe benefits.

- (a) The act lists all types of fringe benefits which the Congress considered to be common in the construction industry as a whole. These include the following: Medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, vacation and holiday pay, defrayment of costs of apprenticeship or other similar programs, or other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other Federal, State, or local law to provide any of such benefits.
- (b) The legislative history indicates that it was not the intent of the Congress to impose specific standards relating to administration of fringe benefits. It was assumed that the majority of fringe benefits arrangements of this nature will be those which are administered in accordance with requirements of section 302(c)(5) of the National Labor Relations Act, as amended (S. Rep. No. 963, p. 5).
- (c) The term "other bona fide fringe benefits" is the so-called "open end" provision. This was included so that new fringe benefits may be recognized by the Secretary as they become prevailing. It was pointed out that a particular fringe benefit need not be recognized beyond a particular area in order for the Secretary to find that it is prevailing in that area. (S. Rep. No. 963, p. 6).
- (d) The legislative reports indicate that, to insure against considering and giving credit to any and all fringe benefits, some of which might be illusory or not genuine, the qualification was included that such fringe benefits must be "bona fide" (H. Rep. No. 308, p. 4; S. Rep. No. 963, p. 6). No difficulty is anticipated in determining whether a particular fringe benefit is "bona fide" in the ordinary case where the benefits are those common in the construction industry and which are established under a usual fund, plan, or program. This would be typically the case of those fringe benefits listed in paragraph (a) of this section which are funded under a trust or insurance program. Contractors may take credit for contributions made under such conventional plans without requesting the approval of the Secretary of Labor under § 5.5(a)(1)(iv).
- (e) Where the plan is not of the conventional type described in the preceding paragraph, it will be necessary for the Secretary to examine the facts and circumstances to determine whether they are "bona fide" in accordance with requirements of the act. This is particularly true with respect to unfunded plans. Contractors or subcontractors seeking credit under the act for costs incurred for such plans must request specific permission from the Secretary under § 5.5(a)(1)(iv).
- (f) The act excludes fringe benefits which a contractor or subcontractor is obligated to provide under other Federal, State, or local law. No credit may be taken under the act for the payments made for such benefits. For example, payment for workmen's compensation insurance under either a compulsory or elective State statute are not considered payments for fringe benefits under the Act. While each situation must be separately considered on its own merits, payments made for travel, subsistence or to industry promotion funds are not normally payments for fringe benefits under the Act. The omission in the Act of any express reference to these payments, which are common in the construction industry, suggests that these payments should not normally be regarded as bona fide fringe benefits under the Act.

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§ 5.30 Types of wage determinations.

- (a) When fringe benefits are prevailing for various classes of laborers and mechanics in the area of proposed construction, such benefits are includable in any Davis-Bacon wage determination. Illustrations, contained in paragraph (c) of this section, demonstrate some of the different types of wage determinations which may be made in such cases.
- (b) Wage determinations of the Secretary of Labor under the act do not include fringe benefits for various classes of laborers and mechanics whenever such benefits do not prevail in the area of proposed construction. When this occurs the wage determination will contain only the basic hourly rates of pay, that is only the cash wages which are prevailing for the various classes of laborers and mechanics. An illustration of this situation is contained in paragraph (c) of this section.
- (c) Illustrations:

| Classes | Basic hourly rates | Fringe benefits payments | | | | |
|--------------|--------------------|--------------------------|----------|-----------|------------------------|--------|
| | | Health and welfare | Pensions | Vacations | Apprenticeship program | Others |
| Laborers | \$3.25 | | | | | |
| Carpenters | 4.00 | \$0.15 | | | | |
| Painters | 3.90 | .15 | \$0.10 | \$0.20 | | |
| Electricians | 4.85 | .10 | .15 | | | |
| Plumbers | 4.95 | .15 | .20 | | \$0.05 | |
| Ironworkers | 4.60 | | | .10 | | |

(It should be noted this format is not necessarily in the exact form in which determinations will issue; it is for illustration only.)

§ 5.31 Meeting wage determination obligations.

- (a) A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge his minimum wage obligations for the payment of both straight time wages and fringe benefits by paying in cash, making payments or incurring costs for "bona fide" fringe benefits of the types listed in the applicable wage determination or otherwise found prevailing by the Secretary of Labor, or by a combination thereof.
- (b) A contractor or subcontractor may discharge his obligations for the payment of the basic hourly rates and the fringe benefits where both are contained in a wage determination applicable to his laborers or mechanics in the following ways:
- (1) By paying not less than the basic hourly rate to the laborers or mechanics and by making the contributions for the fringe benefits in the wage determinations, as specified therein. For example, in the illustration contained in paragraph (c) of § 5.30, the obligations for "painters" will be met by the payment of a straight time hourly rate of not less than \$3.90 and by contributing not less than at the rate of 15 cents an hour for health and welfare benefits, 10 cents an hour for pensions, and 20 cents an hour for vacations; or

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- (2) By paying not less than the basic hourly rate to the laborers or mechanics and by making contributions for "bona fide" fringe benefits in a total amount not less than the total of the fringe benefits required by the wage determination. For example, the obligations for "painters" in the illustration in paragraph (c) of § 5.30 will be met by the payment of a straight time hourly rate of not less than \$3.90 and by contributions of not less than a total of 45 cents an hour for "bona fide" fringe benefits; or
- (3) By paying in cash directly to laborers or mechanics for the basic hourly rate and by making an additional cash payment in lieu of the required benefits. For example, where an employer does not make payments or incur costs for fringe benefits, he would meet his obligations for "painters" in the illustration in paragraph (c) of § 5.30, by paying directly to the painters a straight time hourly rate of not less than \$4.35 (\$3.90 basic hourly rate plus 45 cents for fringe benefits); or
- (4) As stated in paragraph (a) of this section, the contractor or subcontractor may discharge his minimum wage obligations for the payment of straight time wages and fringe benefits by a combination of the methods illustrated in paragraphs (b)(1) thru (3) of this section. Thus, for example, his obligations for "painters" may be met by an hourly rate, partly in cash and partly in payments or costs for fringe benefits which total not less than \$4.35 (\$3.90 basic hourly rate plus 45 cents for fringe benefits). The payments in such case may be \$4.10 in cash and 25 cents in payments or costs in fringe benefits. Or, they may be \$3.75 in cash and 60 cents in payments or costs for fringe benefits.

[30 FR 13136, Oct. 15, 1965]

§ 5.32 Overtime payments.

- (a) The act excludes amounts paid by a contractor or subcontractor for fringe benefits in the computation of overtime under the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, and the Walsh-Healey Public Contracts Act whenever the overtime provisions of any of these statutes apply concurrently with the Davis-Bacon Act or its related prevailing wage statutes. It is clear from the legislative history that in no event can the regular or basic rate upon which premium pay for overtime is calculated under the aforementioned Federal statutes be less than the amount determined by the Secretary of Labor as the basic hourly rate (i.e. cash rate) under section 1(b)(1) of the Davis-Bacon Act. (See S. Rep. No. 963, p. 7.) Contributions by employees are not excluded from the regular or basic rate upon which overtime is computed under these statutes; that is, an employee's regular or basic straight-time rate is computed on his earnings before any deductions are made for the employee's contributions to fringe benefits. The contractor's contributions or costs for fringe benefits may be excluded in computing such rate so long as the exclusions do not reduce the regular or basic rate below the basic hourly rate contained in the wage determination.
- (b) The legislative report notes that the phrase "contributions irrevocably made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program" was added to the bill in Committee. This language in essence conforms to the overtime provisions of section 7(d)(4) of the Fair Labor Standards Act, as amended. The intent of the committee was to prevent any avoidance of overtime requirements under existing law. See H. Rep. No. 308, p. 5.

(c)

Labor Standards Provisions Applicable to Contracts Covering F...

- (1) The act permits a contractor or subcontractor to pay a cash equivalent of any fringe benefits found prevailing by the Secretary of Labor. Such a cash equivalent would also be excludable in computing the regular or basic rate under the Federal overtime laws mentioned in paragraph (a). For example, the W construction contractor pays his laborers or mechanics \$3.50 in cash under a wage determination of the Secretary of Labor which requires a basic hourly rate of \$3 and a fringe benefit contribution of 50 cents. The contractor pays the 50 cents in cash because he made no payments and incurred no costs for fringe benefits. Overtime compensation in this case would be computed on a regular or basic rate of \$3.00 an hour. However, in some cases a question of fact may be presented in ascertaining whether or not a cash payment made to laborers or mechanics is actually in lieu of a fringe benefit or is simply part of their straight time cash wage. In the latter situation, the cash payment is not excludable in computing overtime compensation. Consider the examples set forth in paragraphs (c)(2) and (3) of this section.
- (2) The X construction contractor has for some time been paying \$3.25 an hour to a mechanic as his basic cash wage plus 50 cents an hour as a contribution to a welfare and pension plan. The Secretary of Labor determines that a basic hourly rate of \$3 an hour and a fringe benefit contribution of 50 cents are prevailing. The basic hourly rate or regular rate for overtime purposes would be \$3.25, the rate actually paid as a basic cash wage for the employee of X, rather than the \$3 rate determined as prevailing by the Secretary of Labor.
- (3) Under the same prevailing wage determination, discussed in paragraph (c)(2) of this section, the Y construction contractor who has been paying \$3 an hour as his basic cash wage on which he has been computing overtime compensation reduces the cash wage to \$2.75 an hour but computes his costs of benefits under section 1(b)(2)(B) as \$1 an hour. In this example the regular or basic hourly rate would continue to be \$3 an hour. See S. Rep. No. 963, p. 7.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



DERECHOS DEL EMPLEADO

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE C ONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243

TTY: 1-877-889-5627

www.dol.gov/whd





Hays County
IFB 2024-B01 TXCDBG – Cedar Oaks Mesa WSC – Water Improvements

Attachment A
Wage Determination Decision

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

HUD-4010 (06/2022)

SECTION 504 CERTIFICATION

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) _____

(Address) _____

City

State

Zip

Telephone Number () _____ - _____ Voice

() _____ - _____ TDD

_____ has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

| | |
|----------------------------|-------------------------|
| TO (appropriate recipient) | DATE |
| | PROJECT NUMBER (if any) |
| C/O | PROJECT NAME |

1. The undersigned, having executed a contract with _____
_____ for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

- (a) The legal name and the business address of the undersigned are:

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP

(3) A CORPORATION ORGANIZED IN THE STATE OF

(2) A PARTNERSHIP

(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

| NAME | TITLE | ADDRESS |
|------|-------|---------|
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(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

| NAME | ADDRESS | NATURE OF INTEREST |
|------|---------|--------------------|
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(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

| NAME | ADDRESS | TRADE CLASSIFICATION |
|------|---------|----------------------|
| | | |
| | | |
| | | |
| | | |
| | | |

(Contractor)

Date

By

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

| | | |
|---|---|---|
| 1. Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance | 2. Status of Federal Action: a. bid/offer/application _____ b. initial award _____ c. post-award | 3. Report Type: a. initial filing _____ b. material change |
| 1. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known: | | 2. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: |
| 3. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____ | |
| 4. Federal Action Number, if known: | 9. Award Amount, if known: \$ | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

PROPOSED CONTRACTS BREAKDOWN

| Type of Contracts | No. of Contracts | Approx. Total Dollar Amount | Estimated No. to local Business | Estimated \$ Amount Local Business |
|-------------------|------------------|-----------------------------|---------------------------------|------------------------------------|
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ESTIMATED PROJECT WORKFORCE BREAKDOWN

| Work Classifications | Total Estimated Positions | No. of Positions Currently Filled | No. of Positions not Filled | No. of Positions to fill with LM/ Residents |
|----------------------|---------------------------|-----------------------------------|-----------------------------|---|
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| Totals | | | | |

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: _____

Bidder (Legal Name of Firm): _____

Date Organized: _____

Address: _____

Date Incorporated: _____

Federal ID Number: _____

Number of Years in contracting business under present name: _____

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

| Contract | Amount \$ | Completion Date |
|----------|-----------|-----------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Type of work performed by your company: _____

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Have you ever failed to complete any work awarded to you? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☐ No

(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☐ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

| Project | Amount \$ | Mo/Yr Completed |
|---------|-----------|-----------------|
|---------|-----------|-----------------|

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

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? ☐ Yes ☐ No
(If no, please attach summary of details on a separate sheet.)

(Optional) Minority Business Reporting Information:

Owner's Race: _____

Owner's Ethnicity: _____

Owner's Gender: _____

Are you a Section 3 business? ☐ Yes ☐ No

Section 3 Business Concerns:

- a) Businesses that are 51 percent or more owned by Section 3 residents;
- b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
- c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
- d) Businesses located within the Grant Recipient's jurisdiction that identifies themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons

Bank References: _____

Address: _____ Contact Name: _____

City & State: _____ Zip: _____ Phone Number: _____

Credit available: \$ _____

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes ☐ No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this _____ day of _____, 2023.

Signature

Printed Name and Title

Company Name

NOTARY STATEMENT:

_____ being duly sworn, says that he/she is the _____ (Position/Title) _____ of _____ (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested by Hays County, Texas in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this _____ day of _____, 2023.

Notary Public

Signature

Printed Name

My Commission Expires: _____,

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

CONTRACTOR CERTIFICATIONS

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

☐ Yes

☐ No

The undersigned hereby certifies that:

☐ The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract.

☐ The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

☐ Yes

☐ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas §

County of _____ §

_____, being first duly sworn, deposes and says that:

(1) He/She is _____ of _____, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the _____ (Local Public Agency) or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to me this _____ day of _____.

By: _____

Notary Public

My commission expires _____

“This project is funded by the Texas Department of Agriculture with funds allocated by the U.S. Department of Housing and Urban Development through the Community Development Block Grant Program.”

3. **TDA Black Seal**



ATTORNEY'S REVIEW CERTIFICATION

I, the undersigned, _____, the duly authorized and acting legal representative of the _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and am of the opinion that each of the agreements may be duly executed by the proper parties, acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties; and that the agreements shall constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Attorney's signature: _____ Date: _____

Print Attorney's Name: _____

Texas State Bar Number: _____



Hays County
IFB 2024-B01 TXCDBG – Cedar Oaks Mesa WSC – Water Improvements

Section 12
Technical Specifications

| | |
|---------------------|--|
| Section 00 72 00 | General Information |
| Section 00 73 00 | Special Instructions |
| Section 01 50 00 | Temporary Facilities and Controls |
| Section 01 57 23 | Storm Water Pollution Prevention Plan |
| Section 01 77 00 | Closeout Procedures |
| Section 03 30 00 | Cast-In-Place Concrete |
| Section 03 40 00 | Structural Precast Pretensioned Concrete |
| Section 31 00 00 | Earthwork |
| Section 31 23 19.13 | Care of Water |
| Section 31 50 00 | Excavation Support and Protection |
| Section 32 01 26 | Asphalt Pavement Restoration |
| Section 32 92 13 | Hydromulching |
| Section 33 05 05.48 | Testing of Pipelines |
| Section 33 05 19 | Ductile Iron Pipe and Fittings |
| Section 33 05 31.16 | Water Main Construction |
| Section 40 91 10 | Pressure Reducing Control Valves |

SECTION 00 72 00
GENERAL INFORMATION

PART 1 - GENERAL

1.01 SCOPE OF PROJECT

- A. The work to be done under this contract includes the furnishing of all superintendence, labor, material, transportation, tools, supplies, plant equipment and appurtenances necessary for the complete construction of all improvements herein described and shown on the plans which are made a part of these specifications.

1.02 METHOD OF BIDDING

- A. In conjunction with these Instructions to Bidders, OWNER has issued an Advertisement for Bids for this Project. OWNER has identified its decision to utilize competitive sealed bids for this procurement.
- B. In addition to the submittal from Offerors in response to the criteria upon which rankings and selection will be based, Offerors are to submit pricing information in accordance with the following instruction:
 - 1. Where the bid consists of various major items of work, Offerors should provide prices for each item in the bid form. Should Offerors have costs for any incidental work, the costs of such work will be reflected in the unit costs of the bid items in the bid form.

1.03 WITHDRAWAL OF BIDS

- A. After the specified time, no bid may be withdrawn for a period of ninety (90) days or until a contract is awarded, whichever occurs first.

1.04 ACCESS TO AND INSPECTION OF PROJECT SITE

- A. Offerors may arrange for access to the Site by contacting ENGINEER at any time between publication of the publication and the deadline for receipt of bids. Such access will be granted to allow Offerors to make a complete inspection and careful examination of the project site and familiarize themselves with the soil and water conditions to be encountered, construction to be projected, disposal sites for surplus materials not designated to be salvaged materials, method of providing ingress and egress to private properties, and methods of handling traffic during construction of the entire project.
- B. By submitting a propos, Offeror acknowledges it has inspected the site, has read and become thoroughly familiar with the plans and contract documents (including all addenda).

1.05 GEOTECHNICAL DATA

- A. The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the extent indicated and only for the point location of the test hole. Each Offeror shall make his/her own interpretation of the character and condition of the materials which will be encountered. Each prospective Offeror may, at his/her own expense, make additional surveys and investigations as he may deem necessary to determine conditions which will affect performance of the Work.

1.06 REPLACEMENT OF MISCELLANEOUS IMPROVEMENTS

- A. The CONTRACTOR shall repair or replace all existing utilities, water and sewer mains, fences, concrete walls, sidewalks, concrete curbs and concrete pavement, signs, culverts, asphalt pavement, building walls and attachments and other miscellaneous improvements damaged by the CONTRACTOR due to his operations on this project, to a condition equal to or better than their condition before construction, at no additional expense to the OWNER. No direct payment will be made for this item.

1.07 CLEAN-UP

- A. The CONTRACTOR shall at all times keep the jobsite as free from all material, debris, and rubbish as is practicable and shall remove same from any portion of the job site when it becomes objectionable in the opinion of the OWNER and ENGINEER.
- B. After construction work is completed and before final acceptance of improvements by OWNER, CONTRACTOR shall remove all debris from site of project, including all existing debris to an approved place of disposal. Temporary structures, forms, equipment, objectionable rocks, concrete and other debris shall be removed in such manner as to leave the site of work in a neat and presentable condition throughout, and restore in an acceptable manner all property damaged in the progress of this work.
- C. No direct payment will be made for clean-up.
- D. Materials cleared from project shall not be deposited on adjacent public or private property without written permission of the property owner thereof filed with ENGINEER. Any materials so deposited shall be leveled and left in a condition satisfactory to the OWNER.

1.08 EXCAVATION

- A. Excavation in this Contract shall be unclassified and shall not be included as a separate charge by unit item or scheduled value as all excavation is associated with other work. There is no separate pay item under this Contract for excavation and its cost shall be included in such pay items as are provided in the Contract and bid.

1.09 EXISTING UTILITIES

- A. Existing surface and subsurface structures (gas mains, water mains, sewer mains, storm sewers, telephone cables, sprinkler systems, etc.) are shown on the plans if their location has been determined, but it shall be the responsibility of the CONTRACTOR to avoid damaging these existing structures regardless of whether they are shown on the plans. The OWNER assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed that such failure to show these structures will not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever. The CONTRACTOR expressly assumes responsibility for locating, protecting, and constructing the Project without damage to existing underground utilities and structures. If any structure is damaged by the CONTRACTOR, it shall be his responsibility to repair the damage at his own expense and restore the structure to its intended and fully functional use.
- B. CONTRACTOR shall locate and determine (verify if depth is shown on plans) elevation of all existing underground utilities a minimum of 500 feet ahead of trenching. If a utility is found to be in conflict with proposed grades, the ENGINEER shall be contacted and grades adjusted to

avoid conflict. CONTRACTOR expressly waives any claims for additional compensation related to measures taken or accommodations and changes made to the Work as a result of such conflict avoidance.

- C. The OWNER will provide liaison with property owners and the limited information it has concerning locations, sizes, materials, etc. of existing utilities or structures, but any delays or investigations required of the CONTRACTOR shall be deemed incidental to the project.
- D. The CONTRACTOR shall call “One Call” and/or any other locating service or hotline to have all underground utilities marked before beginning any excavation or other activity that may conflict with buried structures.

1.10 NOTICES TO OWNERS AND AUTHORITIES WHEN EXCAVATING

- A. Utilities and other concerned agencies shall be notified at least 48 hours prior to excavating near underground utilities or pole lines or in accordance with the utilities, “One Call”, and concerned agencies’ regulations. It shall be the CONTRACTOR’s responsibility to confirm if OWNER’s utilities are on the “One Call” system.

1.11 PRECONSTRUCTION CONFERENCE

- A. After award and execution of a contract between the OWNER and CONTRACTOR, a formal preconstruction conference will be held in prior to commencement of the work. This conference will include review of technical specifications in order to insure clarity as to the type of construction machinery to be used, construction methods to be used, and materials to be used, obligations of both the CONTRACTOR and the Owner’s representative, personnel, safety, issues/requirements, permitting requirements, payment requests, construction scheduling, surveying, progress meetings, control of the project, guaranty/warranty, and the method of inspection and decision-making to be used during this project.

1.12 CONSTRUCTION WORKING HOURS

- A. The CONTRACTOR shall submit to the OWNER and ENGINEER prior to the preconstruction conference a construction schedule which shall meet the OWNER and ENGINEER's approval before construction can begin.
- B. Generally, the CONTRACTOR shall perform all construction activities between 8:00 a.m. to 5:00 p.m., Monday through Friday only. However, the CONTRACTOR may be allowed to work on Saturdays, Sundays, or Legal Holidays upon the OWNER or ENGINEER’s written approval. CONTRACTOR shall be responsible for paying all costs, fees, etc. related to Owner’s representative during hours on Saturdays, Sundays, or Legal Holidays and outside 8:00 am to 5:00 p.m. Requests must be received from the CONTRACTOR a minimum of 48 hours in advance of work outside that as stated above.
- C. The CONTRACTOR shall keep the OWNER and the ENGINEER informed as to his construction progress. Because of traffic congestion, the CONTRACTOR may be required to schedule construction in some areas between the hours of 6:00 p.m. and 7:00 a.m. if the OWNER or ENGINEER determines it to be necessary. CONTRACTOR will be required to perform work in a fashion that will cause the least amount of inconvenience to the general public.
- D. The CONTRACTOR may be required to finally complete portions of the project prior to proceeding with other portions. All work scheduling shall be coordinated with OWNER and

approved by OWNER before work can proceed. The CONTRACTOR will be required to have someone on call 24 hours per day during the course of the project.

E. The following requirements shall apply to all construction areas:

1. Pavement reconstruction shall be done in half-width road sections unless approved by the ENGINEER.
2. Residence's driveways shall be accessible by vehicles at the end of each day (5:00 p.m.).

1.13 COOPERATION AND COORDINATION WITH PUBLIC

- A. The CONTRACTOR shall conduct his work so as to cause the least amount of disruption to the public. Closing of any streets or lanes of traffic will be coordinated with OWNER and TxDOT, if applicable. All citizens along each street will be notified by the CONTRACTOR in advance of construction activities. CONTRACTOR shall submit to the OWNER an acceptable notification media such as door hangers, pamphlets, etc.

1.14 SALVAGE RIGHTS

- A. Old valves, appurtenances of any kind, street paving materials, etc., excavated, removed, or produced during the project by the CONTRACTOR shall be delivered to the OWNER's yard, if desired by the OWNER. If the OWNER desires not to keep these materials, they shall be disposed of properly and according to current laws. CONTRACTOR shall not be entitled to additional compensation for such delivery or disposal.

1.15 DISPOSAL OF EXCAVATED MATERIALS

- A. All excavated materials not used in backfilling will be disposed of by the CONTRACTOR at a site obtained by the CONTRACTOR and approved by the OWNER. Disposal of excavated materials shall be in accordance with all rules and regulations of the Texas Commission on Environmental Quality (TCEQ). Any pieces of material such as broken concrete, asphalt, or pipe measuring twelve (12") inches or larger in any dimension, shall be disposed of by the CONTRACTOR at an approved landfill or as directed by the OWNER. Spoil areas shall be leveled with a motor grader for future mowing. The CONTRACTOR shall include in his bid the cost to dispose of the materials.
- B. All trees, stumps, slashings, brush, or other debris removed from the site prior to construction shall be removed from the property and disposed of in a manner approved by the ENGINEER and OWNER.

1.16 SANITARY FACILITIES

- A. The CONTRACTOR shall provide sufficient chemical toilet facilities for the use of his forces. Adequacy of these facilities will be subject to the approval of the ENGINEER and maintenance of same must be satisfactory to the ENGINEER at all times. CONTRACTOR shall provide a maintenance schedule to the OWNER for approval.

1.17 STAKING FOR CONSTRUCTION

- A. The CONTRACTOR will provide all construction staking services for the project. The cost of these services will be reflected in the unit price amount in the bid.

1.18 EXCAVATION, TRENCHING, AND SHORING

- A. All excavation, trenching, and shoring shall conform to the U.S. Department of Labor, Occupational Safety, and Health Administration Guidelines (Subpart P - Excavation, Trenching, and Shoring). The CONTRACTOR will be required to submit an excavation, trenching, and shoring plan to the ENGINEER for approval prior to construction. See SECTION 02260 – TRENCH EXCAVATION SAFETY PROTECTION of these specifications.

1.19 BUY AMERICAN

- A. CONTRACTOR agrees to comply with any applicable “Buy American” statutes or regulations in effect at the time for performance of the Project.

1.20 BACKFILL AND PAVEMENT REPAIR

- A. Separate payment **WILL NOT** be made for repair of gravel surfaces crossed or damaged by the CONTRACTOR’s work. However, separate payment **WILL** be made for asphaltic (or concrete) pavement repair in the bid and as shown on the plans.

1.21 TESTING

- A. All concrete work shall be tested by cylinder breaks at an approved testing laboratory. Three (3) standard test cylinders shall be taken during each continuous pour. Costs for these cylinder breaks will be borne by the CONTRACTOR.
- B. Density tests will be taken of the CONTRACTOR’s finished subgrade, each base course lift, and asphalt at 200’ intervals along the length of streets. Costs for the subgrade and base course densities will be per the bid item in the bid form. The cost for the asphalt densities will be borne directly by the CONTRACTOR. Densities by a nuclear density gauge will be accepted for asphalt testing. The cost of retesting cause by failure of initial test will be paid by the CONTRACTOR. Any other materials, testings and batch designs required by these specifications will be paid by the CONTRACTOR.
- C. All testing of materials required under these specifications shall be performed by an approved agency for testing materials. The nomination of the laboratory and the payment for such services shall be made by the CONTRACTOR. The ENGINEER shall approve the laboratory nominated to do the testing of material.

1. Equipment

- a. As conditions permit, the CONTRACTOR shall furnish all materials, labor, and equipment required for preliminary field-testing of any equipment to be furnished.
- b. Upon completion of the work and prior to final acceptance and payment, all equipment to be furnished shall be tested as specified or required to insure compliance with the Plans and Specifications.
- c. Should the equipment tested either for preliminary or final tests not comply with the requirements as set forth on the plans or in the specifications, the CONTRACTOR shall make the necessary changes and adjustments, or replacements as may be required.
- d. All costs for testing of equipment shall be borne by the CONTRACTOR.

2. Concrete

- a. Testing and control of concrete to be used in the work shall be done by a commercial laboratory employed and paid for by the CONTRACTOR.
- b. The CONTRACTOR shall furnish the concrete and concrete materials for such testing at his expense, as provided hereinafter in these specifications.

3. HMAC

- a. Testing and design of hot mix asphaltic concrete (HMAC) shall be performed by an independent laboratory employed and paid for by the CONTRACTOR.
- b. The CONTRACTOR shall furnish all labor and materials necessary for such testing at his expense, as provided in these specifications.
- c. As a minimum, the CONTRACTOR shall perform one (1) sample (three (3) test specimens) for determination of Proctor density and stability and one (1) sample for determination of proportioning of materials. These samples shall be daily during HMAC construction activities.

4. Density

- a. Testing of subgrade, fill, and/or backfill layers shall be performed by an independent geotechnical testing agency employed and paid for by the CONTRACTOR per the bid item in the bid form.
- b. The CONTRACTOR shall furnish all labor and materials necessary for such testing at his expense, as provided in these specifications.
- c. CONTRACTOR shall proceed with subsequent work only after test results for previously completed work comply with requirements.
- d. All failed tests shall be retested by the CONTRACTOR at the CONTRACTOR's expense.

1.22 QUALITY CONTROL

A. General

- 1. CONTRACTOR shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. The CONTRACTOR is solely responsible for maintaining that the quality of work is in accordance with the Contract Documents. The CONTRACTOR shall be responsible for the notification and scheduling required to ensure that a certified technician from the testing laboratory is present during all sampling and testing procedures required in the Contract Documents. The CONTRACTOR shall not proceed with construction work requiring such testing without the presence of the laboratory's certified technician. The OWNER, at his option, may perform additional tests as quality monitoring. Quality monitoring activities of the OWNER and ENGINEER, or failure on the part of the OWNER or ENGINEER to perform tests on constructed works, in no way relieves the CONTRACTOR of the obligation to perform work and furnish materials conforming to the Contract Documents.

B. CONTRACTOR's Responsibilities

1. Control the quality of work produced and verify that the work performed meets the standards of quality established in the Contract Documents.
 - a. Inspect and verify conformance of all materials furnished and work performed, whether by the CONTRACTOR, its subcontractors or its suppliers.
 - b. Provide and pay for the services of a testing laboratory approved by Engineer to insure that products proposed for use fully comply with the Contract Documents.
 - c. Perform tests as indicated in this and other sections of the specifications. Schedule the time and sequence of testing with the OWNER and ENGINEER. Testing is to be observed by the ENGINEER or OWNER.
 - d. Promptly replace any defective materials and/or construction work incorporating defective materials or workmanship.
 - e. Provide Certified Test Reports as required. Reports are to indicate that materials and construction are in compliance with the Contract Documents.
2. Assist the OWNER, and OWNER's testing organization to perform quality monitoring activities.

C. Quality Monitoring Activities by Engineer

1. Quality Monitoring activities of the OWNER through their own forces or through contracts with materials testing laboratories and survey crews are for the OWNER's use in monitoring the results of the CONTRACTOR's work and quality control activities, if deemed necessary by the OWNER.
2. The Quality Monitoring activities of the Owner DO NOT relieve the CONTRACTOR of its responsibility to provide testing in accordance with the requirements of the Contract Documents or to provide materials and construction work complying with the Contract Documents.

D. Submittals

1. Submittals shall be in accordance with SECTION 00800 – SPECIAL INSTRUCTIONS and shall include:
 - a. The name of the proposed primary and secondary testing laboratories along with documentation of qualifications, a list of tests that can be performed, and a list of the certified laboratory technicians and the licensed engineers who will be performing the sampling and testing for the Construction Work along with their certifications and licenses.
 - b. Test reports per Test Reports Paragraph of this supplementary condition.

E. Standards

1. Provide a testing laboratory that complies with the ASTM (American Society of Testing Materials) and/or ACIL (American Council of Independent Laboratories)

“Recommended Requirements for Independent Laboratory Qualifications”, or other specified testing organizations.

2. Perform tests listed in the specifications.

F. Delivery and Storage

1. Handle and protect test specimens of products and construction materials at the construction site in accordance with ASTM or other applicable testing procedures.

G. Verification Testing

1. Provide verification testing when tests performed by the OWNER indicate that materials or the results of construction activities are not in conformance with Contract Documents.
2. Verification testing is to be provided at the CONTRACTOR’s expense to verify products or constructed works are in compliance after corrections have been made.
3. Tests must comply with recognized methods or with methods recommended by the ENGINEER’s testing laboratory and approved by the ENGINEER and OWNER.

H. Test Reports

1. Test reports are to be prepared for all tests.
 - a. Tests performed by testing laboratories may be submitted on their standard test report forms. These reports must include the following:
 - 1) Name of the OWNER, project title and number, equipment installer and general contractor.
 - 2) Name of the laboratory, address, and telephone number.
 - 3) Name and signature of the certified laboratory personnel performing the sampling and testing.
 - 4) Date and time of sampling, inspection, and testing.
 - 5) Date the report was issued.
 - 6) Description of the test performed.
 - 7) Weather conditions and temperature at time of test or sampling.
 - 8) Location at the site or structure where the test was taken.
 - 9) Standard or test procedure used in making the test.
 - 10) A description of the results of the test.
 - 11) Statement of compliance or non-compliance with Contract Documents.
 - 12) Interpretations of test results, if appropriate.

2. Distribute copies of the test reports to:

| | No. of Copies |
|------------|---------------|
| OWNER | 2 |
| ENGINEER | 1 |
| CONTRACTOR | 1 |

I. Non-Conforming Work

1. CONTRACTOR shall promptly correct any work that is not in compliance with the Contract Documents and shall immediately notify the ENGINEER and OWNER when the corrective work will be performed.
2. Payment for non-conforming work shall be withheld until such work is corrected or replaced with work complying with the Contract Documents.

1.23 PUMPING, BAILING AND DRAINING

- A. The CONTRACTOR shall immediately remove all surface or seepage water from sewers, drains, ditches, and other sources which may accumulate during the excavation and construction work by providing the necessary underdrains or otherwise and by doing the necessary pumping, bailing or draining. The CONTRACTOR shall have available at all times sufficient equipment in proper working order for doing the work herein required. All water removed from excavations shall be disposed of in an approved manner so as to not create unsanitary conditions nor to interfere unduly with the use of streets, private driveways, or entrances. Pumping, bailing, draining, underdrains, ditches, etc., shall be considered as incidental work and will not be paid for as separate items, but their cost shall be included in the contract prices bid in the bid form for the various units of excavation measure.

1.24 BARRICADES AND DANGER SIGNALS

- A. Where the work is carried on, in or adjacent to any street, alley, or public place, the CONTRACTOR shall, at his own cost and expense, furnish and erect barricades and/or fences, lights and/or danger signals, and take any other steps necessary, for the protection of persons or property. Barricades shall be painted with a reflectorized paint or scotchlite tape. From sunset to sunrise, the CONTRACTOR shall furnish and maintain lights at each barricade. Barricades shall be erected to endeavor to keep vehicles from being driven on or into any work under construction.
- B. The CONTRACTOR will be held responsible for all damage to the work due to the failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the ENGINEER may order the damaged portion immediately removed and replaced by the CONTRACTOR at his cost and expense. The CONTRACTOR's responsibility for the maintenance of barricades, signs, and lights and for providing watchmen shall not cease until the project has been accepted by the ENGINEER.
- C. The CONTRACTOR shall meet all applicable local, state, and federal regulations for barricades and danger signals.

1.25 SAFETY

- A. CONTRACTOR shall place the highest priority on health and safety, and shall maintain a safe working environment during performance of the Work. The site shall be considered to be drug

and alcohol free and such policy will be strictly enforced. All employees shall adhere to these policies while on site. CONTRACTOR shall comply, and shall secure compliance by its employees, agents, and lower-tier CONTRACTOR's, with all applicable health, safety, and security laws and regulations including, without limitation, federal, state and local laws and regulations, any health and safety plans issued by the ENGINEER as well as all policies and regulations of the OWNER. Compliance with such requirements shall represent the minimum standard required of CONTRACTOR. CONTRACTOR will be performing Work on the OWNER's property.

- B. CONTRACTOR agrees to furnish protective devices and clothing as required by applicable laws, regulations, health and safety plans and OWNER rules and regulations, and to ensure that such devices or clothing are properly used by its employees, agents, lower-tier Contractors and other invitees of CONTRACTOR at the jobsite. Safety protection is required at all times while working onsite including a hardhat and a high visibility, tear-off reflective vest.

1.26 PROJECT MAINTENANCE

- A. The CONTRACTOR shall maintain and keep in good repair the improvements covered by these plans and specifications during the life of his contract. Existing improvements shall at all times be protected by the CONTRACTOR during the construction of the work as specified herein. All such improvements shall be left in a condition equal to that prior to start of construction.

1.27 PROPERTY LINES AND MONUMENTS

- A. The CONTRACTOR shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed, shall be reset at the expense of the CONTRACTOR.

1.28 OFF-SITE STORAGE

- A. Off-site storage for any materials and equipment not incorporated into the Work but included in the Applications for Payment shall not be allowed.

1.29 CONNECTIONS TO EXISTING FACILITIES

- A. Unless otherwise specified or indicated, the CONTRACTOR shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone and electric. The CONTRACTOR shall give the OWNER or owning utility written notice seven (7) days in advance of making all connections. In each case, the CONTRACTOR shall receive written permission from the OWNER or the owning utility prior to undertaking connections. The CONTRACTOR shall protect facilities against deleterious substances and damage.
- B. Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

1.30 CONNECTIONS TO EXISTING PIPELINES

- A. All connections to existing piping shall be made using joints and/or fittings suitable for the conditions encountered. The CONTRACTOR shall field-verify the location, pipe material, and

connection requirements of all existing pipe before ordering any new piping to be installed under this contract.

1.31 DEWATERING

- A. The CONTRACTOR shall at his own expense remove any water that may be encountered during the course of the work, by pumping, well pointing, or other approved methods. The water shall be stored in a storage tank provided by the CONTRACTOR and disposed of in accordance with all applicable State rules and regulations. Newly placed concrete or grout shall be adequately protected from possible damage resulting from groundwater or from handling and disposal of water.
- B. All surface drainage or natural waterways shall be controlled by dikes or ditches without damage to adjacent property or structures and without interference with the right of either public or private owners.

1.32 EXISTING STRUCTURES/EQUIPMENT

- A. Exact dimensions of existing structures, buildings, equipment roads, utility locations, etc. shown on the plans have not been field verified by the ENGINEER. Prior to submittal preparation by the CONTRACTOR, or construction activities as applicable, all dimensions of these existing items shall be verified by the CONTRACTOR in the field. It shall be the CONTRACTOR's responsibility to field verify all field dimensions.

1.33 MANUFACTURER'S CERTIFICATES

- A. All manufacturers' certificates required herein are to be furnished by the CONTRACTOR at his own expense.

1.34 DETAIL PLANS

- A. Detail plans for construction are furnished herewith and made a part of these specifications, the same as if they were written herein.

1.35 TREE DAMAGES

- A. The protection of existing trees within the right-of-way and on private property is the essence of the contract. For each tree that any work shall damage or destroy, the amount per tree shall be \$500.00. This will be deducted from the monies due the CONTRACTOR, not as a penalty but as liquidated damages. In addition the CONTRACTOR shall replace the tree with a caliper- inch to caliper-inch replacement.
- B. This sum of money thus deducted for such failure to protect the trees is not to be considered as a penalty, but it shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages and the OWNER may withhold from the CONTRACTOR's compensation such sum as liquidated damages.

1.36 MATERIALS

- A. The CONTRACTOR shall furnish all materials for a complete job as shown on the plans and as required by the specifications.

1.37 COPIES OF PLANS AND SPECIFICATIONS

- A. Four (4) sets of the Plans and the Specifications shall be furnished to the CONTRACTOR, without charge, for construction purposes. Additional copies may be obtained from the ENGINEER at actual reproduction cost. One (1) additional set of plans shall be marked and returned to the ENGINEER as "RECORD" drawings.

1.38 MATERIALS AND WORKMANSHIP

- A. The CONTRACTOR shall furnish all materials for a complete job as shown on the plans and as required by the specifications.
- B. No material which has been used by the CONTRACTOR for any temporary purpose whatever is to be incorporated in the permanent structure without written consent of the ENGINEER.
- C. Where materials or equipment are specified by a trade or brand name, it is not the intention of the OWNER to discriminate against an equal product or another manufacturer, but rather to set a definite standard of performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the article or process is equal, in the opinion or judgment of the ENGINEER, to the article or process specified by name. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions are used in the specifications, the material, manufactured article or process specifically designated shall be used unless a substitute shall be approved in writing by the ENGINEER, and the ENGINEER shall have the right to require the use of such specifically designated material, article or process.
- D. The CONTRACTOR should note that his bid will be based on the material, manufactured article or process specifically designated in the specifications.

1.39 ABBREVIATIONS

- A. Wherever the abbreviations defined herein occur on the plans, in the specifications, contract, bonds, advertisement, bid, or in any other document or instrument herein contemplated or to which the specifications apply or may apply, the intent and meaning shall be as follows:

| | | | |
|------------|---|-------------|------------------------|
| A.A.S.H.O. | American Association of State Highway Officials | Lin. | Linear |
| A.S.T.M. | American Society for Testing Materials | Lb. | Pound |
| A.W.W.A. | American Water Works Association | M.H. | Manhole |
| Asph. | Asphalt | Max. | Maximum |
| Ave. | Avenue | Min. | Minimum |
| Blvd. | Boulevard | Mono. | Monolithic |
| D.I. | Ductile Iron | No. | Number |
| C.L. | Centerline | % | Percent |
| C.O. | Cleanout | P.S.I. | Pounds square inch per |
| Conc. | Concrete | P.V.C. | Polyvinyl Chloride |
| Cond. | Conduit | Reinf. | Reinforced |
| Corr. | Corrugated | Rem. | Remove |
| Cu. | Cubic | Rep. | Replace |
| Culv. | Culvert | R/W. or ROW | Right-of-Way |

| | | | |
|----------|-------------------|-------|-----------------|
| Dia. | Diameter | Sani. | Sanitary |
| Dr. | Drive or Driveway | Sq. | Square |
| Elev. | Elevation | Std. | Standard |
| F. | Fahrenheit | St. | Street or Storm |
| Ft. or ' | Foot or Feet | Str. | Strength |
| Gal. | Gallon | Vol. | Volume |
| In. or " | Inch or Inches | Yd. | Yard |

- B. In reference to such abbreviations as A.S.T.M., A.W.W.A., etc. where a specification number is referred to, the latest revision of said specification shall apply.\

1.40 REFERENCE SPECIFICATIONS

- A. Where reference is made in these specifications to specifications compiled by other agencies, organizations, or departments, such reference is made for expediency and standardization from the material suppliers' point of view, and such specifications referred to are hereby made a part of these specifications.
- B. Whenever reference is made to the furnishing of materials or testing thereof to conform to the Standards of any technical society, organization, or body, it shall be construed to mean the latest standard, code, specification, or tentative specification adopted and published at the time of advertisement for bids, even though reference has been made to an earlier standard, and such standards are made a part hereof to the extent which is indicated or intended.
- C. The following are names and abbreviations of such groups:
1. AASHO American Association of State Highway Officials
 2. ACI American Concrete Institute
 3. AGMA American Gear Manufacturers Association
 4. AIEE American Institute of Electrical Engineers
 5. AISC American Institute of Steel Construction
 6. API American Petroleum Institute
 7. AREMA American Railway Engineering and Maintenance-of-Way Association
 8. ASCE American Society of Civil Engineers
 9. ASA American Standards Association
 10. ASHE American Society of Heating & Ventilating Engineers
 11. ASTM American Society for Testing Materials
 12. ASME American Society of Mechanical Engineers
 13. AWS American Welding Society Code

- | | | |
|-----|------------|--|
| 14. | AWPA | American Wood Preservers Association |
| 15. | AWWA | American Water Works Association |
| 16. | FED. SPEC. | Federal Specification |
| 17. | NAVY SPEC. | Navy Department Specification |
| 18. | NEC | National Electric Code |
| 19. | NEMA | National Electrical Manufacturer's Association |
| 20. | SAE | Society of Automotive Engineers Standards |
| 21. | SHBI | Steel Heating Boiler Institute |
| 22. | U.L., INC. | Underwriters' Laboratories, Incorporated |

- D. Where no reference is made to a code, standard, or specification, the Standard Specifications of the ASTM, the ASA, the ASME, the AIEE, or the NEMA shall govern.

1.41 INCIDENTAL ITEMS

- A. CONTRACTORS are especially notified that no incidental items of work will be paid for unless there appears an item in the bid form for such work. It must be strictly understood that the prices bid are for complete and acceptable work.

1.42 PUBLIC UTILITIES AND OTHER PROPERTY

- A. In case it is necessary to change or move the property of OWNER or of a public utility, such property shall not be moved or interfered with until ordered to do so by the ENGINEER and OWNER. The right is reserved to the ENGINEER of public utilities to enter upon the limits of the project for the purposed of making such changes or repairs of their property that may be made necessary by performance of this contract.

1.43 USE OF EXPLOSIVES

- A. Use of explosives will not be allowed.

1.44 TOOLS AND ACCESSORIES

- A. The CONTRACTOR shall, unless otherwise stated in the detailed specifications, furnish with each type, kind, or size of equipment, one (1) complete set of suitably marked high grade tools and appliances which may be needed to adjust, operate, maintain, or repair the equipment.
- B. Such tools and appliances shall be furnished in approved painted steel cases, properly labeled and equipped with good grade cylinder locks and duplicate keys.
- C. Spare parts shall be furnished as specified in the specific provisions or contract items.
- D. Each piece of equipment shall be provided with a substantial name plate securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacture, and principal rating data.

1.45 REFERENCE STANDARDS

- A. Reference to standards, specifications, manuals or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual code, or laws or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code, (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the OWNER, CONTRACTOR, or ENGINEER, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER and OWNER, or any of the their consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

1.46 PUBLIC UTILITIES AND OTHER PROPERTY

- A. In case it is necessary to change or move the property of the OWNER or of a public utility, such property shall not be moved or interfered with until authorized by the utility company, OWNER, or ENGINEER.
- B. It will be the CONTRACTOR's responsibility to contact the proper authority, and set up a field meeting to verify by uncovering of the utility and determine the location and elevation of each major utility described above, at least two weeks prior to crossing the utility. If field conditions vary from those shown on the contract plans, the CONTRACTOR shall notify the ENGINEER immediately of field conditions to be encountered, so sufficient time exists to make any necessary adjustments in line or grade. Failure by the CONTRACTOR to make proper and timely verification of the above described utilities shall be justification for rejection of claim for extra cost by the CONTRACTOR.
- C. If, after field verification, it is necessary to change or move the property of a property owner or of a public utility, seven (7) days notice shall be given before such change, and such property shall not be moved or interfered with until authorized by the property owner or the utility company. The right is reserved to the property owner or public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by the performance of this contract.

1.47 CONSTRUCTION IN PUBLIC ROADS

- A. CONTRACTOR will be responsible for complying with all federal, State, County and City regulations pertaining to construction in public roadway and traffic safety. No public road shall be entirely closed overnight. It shall be the responsibility of the CONTRACTOR to build and maintain all weather bypasses and detours, if necessary, and to properly light, barricade and mark all bypasses and detours that might be required on and across the roads involved in the work included in this contract.
- B. The CONTRACTOR shall make every effort to complete construction and allow immediate access to adjacent property at driveway entrances located along the roads. Owners or tenants of improvements where access and/or entrance drives are located shall be notified at least twenty-four (24) hours prior to the time the construction will be started at their drive-ins or entrances, and the CONTRACTOR shall provide temporary ingress to entrance drives where necessary. The CONTRACTOR shall be responsible for all road and entrance reconstruction and repairs and maintenance for same for a period of one year from the date of acceptance of the project.

- C. In addition to roads and entrances cut by construction excavation, if any other roads or streets in the area are used by the CONTRACTOR or Subcontractors during the progress of construction and are damaged by the CONTRACTOR in the opinion of the Engineer, the Contractor, when directed by the OWNER, shall immediately repair such damage. In the event the repairs and maintenance are not made in a reasonable period of time and it becomes necessary for the County, City, OWNER or ENGINEER to make such repairs, the CONTRACTOR shall reimburse the County, City, OWNER or ENGINEER for the cost of such repairs.
- D. The CONTRACTOR shall, at all times, keep a sufficient width of the roadway clear of dirt and other materials to allow the free flow of traffic on the project site. The CONTRACTOR shall assume any and all responsibility for damage, personal or otherwise, that may be caused by the construction along roads or private drives.

1.48 PRELIMINARY FIELD TESTS

- A. As soon as conditions permit, the CONTRACTOR shall furnish all labor, materials, and instruments and shall make preliminary field tests of equipment. If the preliminary field tests disclose any equipment furnished under this contract which does not comply with the requirements of the contract documents, the CONTRACTOR shall, prior to the acceptance tests, make all changes, adjustments, and replacements required.
- B. Equipment which is subject to a “start-up” will be paid at ninety-five percent (95%) of the schedule of values amount, less retainage, when construction of the equipment is complete. The remaining five percent (5%) will be paid when the equipment is placed in service. Retainage will be released as per the Final Payment terms.

1.49 FINAL FIELD TESTS

- A. Upon completion of the work and prior to final payment, all items installed under this contract shall be subjected to acceptance tests as specified or required to comply with the contract documents.
- B. The CONTRACTOR shall furnish labor, fuel, energy, water, and all other materials, equipment and instruments necessary for all acceptance tests, at no additional cost to the OWNER.

1.50 FENCES, IMPROVEMENTS, AND DRAINAGE CHANNELS

- A. Fences or other improvements removed to permit construction shall be replaced in the same location and left in a condition as good as, or better, than that in which they were found. There shall be no separate pay item for fences removed or damaged beyond the limits shown in the plans.
- B. Temporary fencing for maintenance of site security shall be provided by the CONTRACTOR at his expense. Temporary fencing, with gates, to restrain livestock shall be provided through areas where livestock are pastured, unless the CONTRACTOR makes satisfactory arrangements with the land owner and/or tenant. The temporary fence shall be installed on the easement lines and shall be removed after the trench has been backfilled.
- C. Where surface drainage channels or drainage structures are disturbed or altered during construction, they shall be restored to their original condition of grade and cross section as soon as possible.

- D. Temporary channels required to provide adequate drainage during construction shall be provided and maintained by the CONTRACTOR. No separate payment shall be allowed.

1.51 DUST CONTROL

- A. CONTRACTOR shall take responsible measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. Dusty materials in piles or in transit shall be covered when practical to prevent blowing. Dust control shall be provided on all days within the contract period regardless of work taking place or not. CONTRACTOR shall allow at least four times per day as required. No separate pay shall be provided.
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels or similar equipment, shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.52 ENVIRONMENTAL PROTECTION REQUIREMENTS

- A. The CONTRACTOR shall provide and maintain, during the life of the contract, environmental protection as defined herein:
 - 1. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice.
 - 2. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project.
 - 3. Comply with Federal, State, and local regulations pertaining to the environment, including water, air, solid waste, hazardous waste and substances, oily substances, and noise pollution. Obtain all construction and disposal permits as required.

1.53 ENVIRONMENTAL PROTECTION PLAN

- A. All of the CONTRACTOR's employees shall be trained on the site Environmental Protection Plan requirements. The CONTRACTOR shall meet all requirements of the OWNER's Environmental Protection Plan described herein.
 - 1. Land Resources: Except in areas to be cleared, DO NOT remove, cut, deface, injure, or destroy trees or shrubs without the OWNER's permission. DO NOT fasten or attach ropes, cables, or guys to existing nearby trees for anchorages unless authorized by the OWNER. Where such use of attached ropes, cables, or guys is authorized, the CONTRACTOR shall be responsible for any resultant damage.
 - 2. Replacement: Trees and other landscape features scarred or damaged by equipment operations, and replace with equivalent, undamaged trees and landscape features. Obtain OWNER approval before replacement.
 - 3. Oily and Hazardous Substances: Prevent oil or hazardous substances from entering the ground, drainage areas, or navigable waters. In accordance with 40 CFR §112, surround all temporary fuel oil or petroleum storage tanks with a temporary berm or containment of sufficient size and strength to contain the contents of the tanks, plus ten percent (10%)

freeboard for precipitation. The berm shall be impervious to oil for seventy-two (72) hours and be constructed so that any discharge will not permeate, drain, infiltrate, or otherwise escape before cleanup occurs.

4. Storm Water Drainage: There shall be no discharge of excavation groundwater to the sanitary sewer, storm drains, or to drainage ditches without prior specific authorization by required regulatory agencies and OWNER in writing. Discharge of hazardous substances will not be permitted under any circumstances. Construction site runoff shall be prevented from entering any storm drain or the drainage ditch directly by the use of straw bales or other method suitable to the ENGINEER. CONTRACTOR shall provide erosion protection of the surrounding soils. CONTRACTOR shall be responsible for payment and receipt of a stormwater permit if necessary. CONTRACTOR shall maintain stormwater controls of said permit per state, local agencies or ENGINEER and OWNER.
5. Fish and Wildlife Resources: DO NOT disturb fish and wildlife. DO NOT alter water flows or otherwise significantly disturb the native habitat adjacent to the project and critical to the survival of fish and wildlife, except as indicated or specified.
6. Burn-off: Burn-off of the ground cover is not permitted.
7. Protection of Erodible Soils: Immediately finish the earthwork brought to a final grade, as indicated or specified. Immediately protect the side slopes and back slopes upon completion of rough grading. Plan and conduct earthwork to minimize the duration of exposure of unprotected soils.
8. Temporary Protection of Erodible Soils: Use the following methods to prevent erosion and control sedimentation:
 - a. Mechanical Retardation and Control of Runoff: Mechanically retard and control the rate of runoff from the construction site. This includes construction of diversion ditches, benches, berms, and use of silt fences and straw bales to retard and divert runoff to protected drainage courses.
 - b. Vegetation and Mulch: Provide temporary protection on sides and back slopes as soon as rough grading is completed or sufficient soil is exposed to require erosion protection. Protect slopes by accelerated growth of permanent vegetation, temporary vegetation, mulching, or netting. Stabilize slopes by hydro-seeding, anchoring mulch in place, covering with anchored netting, sodding, or such combination of these and other methods necessary for effective erosion control.
 - c. Provide new seeding where ground is disturbed. Include topsoil or nutrients during the seeding operation necessary to establish a suitable stand of grass.
9. Control And Disposal Of Solid Wastes: Prevent contamination of the site or other areas when handling and disposing of wastes. At project completion, leave the areas clean. Remove all solid waste (including non-hazardous debris) from the property and dispose off-site at an approved landfill. Solid waste disposal off-site must comply with most stringent local, State, and Federal requirements including 40 CFR §241, 40 CFR §243, and 40 CFR §258.
10. Dust Control: Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas

disturbed by operations. Dry power brooming will not be permitted. Instead, use vacuuming, wet mopping, wet sweeping, or wet power brooming. Air blowing will not be permitted.

11. Noise: Make the maximum use of low-noise emission products, as certified by the EPA. Confine soil placement operations to the period between 7 A.M. and 5 P.M., Monday through Friday, exclusive of holidays, unless otherwise specified.
12. Spill Control: In the event of a spill or release of a hazardous substance (as designated in 40 CFR §302), pollutant, contaminant, or oil (as governed by the Oil Pollution Act (OPA), 33 U.S.C. 2701 et seq.), the CONTRACTOR shall notify the OWNER immediately. Immediate containment actions shall be taken to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local regulations. As directed by the OWNER, additional sampling and testing shall be performed to verify spills have been cleaned up. Spill cleanup and testing shall be done at no additional cost to the OWNER.
13. Spill Response Materials
 - a. The CONTRACTOR shall provide appropriate spill response materials including, but not limited to the following: containers, adsorbents, shovels, and personal protective equipment. Spill response materials shall be available at all times when contaminated materials/wastes are being handled or transported. Spill response materials shall be compatible with the type of materials and contaminants being handled.
 - b. Within five days after the award of contract, the CONTRACTOR shall meet with the OWNER to discuss the project and verify a mutual understanding relative to the details of environmental protection, including measures for protecting natural resources, required reports, and other measures to be taken.
 - c. The ENGINEER must receive from the CONTRACTOR a letter signed by an officer of the firm appointing a project Environmental Manager and stating that he/she is responsible for managing and implementing the Environmental Program as described in this contract. The Environmental Manager must have authority to direct the removal and replacement of non-conforming work, and the letter shall include a statement of this authority.

1.54 ISRAEL LAW

- A. A government entity may not enter into a contract with a Company for goods or services unless the contract contains a written verification from the Company that it:
 1. Does not boycott Israel; and
 2. Will not boycott Israel during the term of the contract.

END OF SECTION

SECTION 00 73 00
SPECIAL INSTRUCTIONS

PART 1 - GENERAL

1.01 TRAFFIC CONTROL

- A. The CONTRACTOR will be responsible for furnishing and using all barricades, warning lights, signs, etc. necessary to protect his work and maintain traffic flow satisfactory to the OWNER, ENGINEER, and TxDOT (if applicable). Warning devices shall be as required in the Texas Manual on Uniform Traffic Control Devices. Construction shall be scheduled to cause the least amount of disruption to traffic. All work scheduling shall be coordinated with the City or County staff, and be approved by the City or County staff before work can proceed. No separate payment will be made for traffic control required to be added to the project to address health and safety issues.
- B. Traffic Control plans and details provided (if applicable) in the plans are to show a minimum expectation required by the CONTRACTOR and may not cover all specific construction means and methods proposed by the CONTRACTOR. Alternate plans may be presented for approval by the OWNER and ENGINEER by the CONTRACTOR. All plans shall be sealed by a professional engineer registered in the State of Texas. The OWNER or ENGINEER may require additional warning devices be installed at any time on the project to address health and safety issues at no additional cost to the OWNER.

1.02 STAKING FOR CONSTRUCTION

- A. The CONTRACTOR will provide all construction staking services for the project. The cost of these services will be reflected in the unit price amount in the bid form. No separate payment will be made.
- B. TRC Engineers, Inc. provided topographical surveying services for the design portion of this project.

1.03 OFFICE AT SITE OF WORK

- A. During the performance of this contract, CONTRACTOR shall maintain a suitable office at the project site. The office shall be the headquarters of his representative authorized to receive drawings, instructions, or other communication or articles. Any communication given to the said representative or delivered at CONTRACTOR's office at the site of the work in his absence shall be deemed to have been delivered to CONTRACTOR.
- B. Copies of the Drawings, Specifications, and other Contract Documents shall be kept at CONTRACTOR's office at the site of the work and available for use at all times.
- C. CONTRACTOR shall provide all power for heating, lighting, operation of CONTRACTOR's plant or equipment, or for any other use by CONTRACTOR. Temporary heat, lighting and air conditioning shall be maintained until the work is accepted. CONTRACTOR shall work with the OWNER to establish temporary power to the site, however all costs required shall be borne by the CONTRACTOR.
- D. CONTRACTOR shall be responsible for protection of the site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.

- E. No claim shall be made against ENGINEER or OWNER by reason of any act of an employee or trespasser.
- F. CONTRACTOR shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required, to avoid any need for parking personal vehicles where they may interfere with public traffic, OWNER's operations, or construction activities.
- G. CONTRACTOR shall provide suitable working space for ENGINEER or Owner's representative within office. Room shall be at least 200 square feet of the floor space, either adjacent to or partitioned off from CONTRACTOR'S office. The office shall be provided with an outside entrance door with a substantial lock; glazed windows suitable for light and ventilation; and adequate heating, air conditioning, electrical, and lighting facilities. The office shall be equipped with a suitable desk, two chairs, plan rack, four-drawer file cabinet, a work table, and a garbage can. The general arrangement of the office and facilities provided shall be acceptable to the ENGINEER and OWNER.

1.04 WATER

- A. Water required for water jetting, flooding, testing and construction will be provided by OWNER at no cost to the CONTRACTOR. The CONTRACTOR shall provide temporary water piping, valves, transportation, etc. to the project location as required.

1.05 POWER FOR CONSTRUCTION

- A. The electrical service to the site will be provided by the CONTRACTOR. The CONTRACTOR shall furnish and install all necessary temporary wiring, and furnish and install area distribution boxes so located that the individual trades may use their own construction type extension cords to obtain adequate power and artificial lighting at all points where required by inspectors and for safety. All necessary permits shall be acquired by the CONTRACTOR.

1.06 SUBMITTAL DATA

A. Submittal Procedure

1. The CONTRACTOR shall furnish Submittals for any and all such parts of the work and equipment as set forth in the specifications and indicated on the plans. The procedures for review of the submittals shall be as follows:
 - a. The CONTRACTOR shall submit to the ENGINEER for his review, four (4) prints of drawings, plus whatever number of prints the CONTRACTOR desires to be returned to himself. The submitted prints shall be accompanied by a letter of transmittal, in duplicate of drawings, titles, and other requirements. The letter of transmittal shall be of the form supplied by or approved by the ENGINEER. If advance approval is obtained by OWNER and ENGINEER, electronic submission of certain submittals may be acceptable.
 - b. When a drawing is satisfactory to the ENGINEER, the number of prints the CONTRACTOR desires returned to him will be stamped or marked, "No Exceptions Taken" or "Make Corrections Noted", will be dated, and will be returned to the CONTRACTOR by letter.

- c. Should a drawing be unsatisfactory to the Engineer, he will stamp thereon "Revise and Resubmit", or "Rejected", and will return one (1) or more copies thereof to the CONTRACTOR with the necessary corrections and changes indicated. The CONTRACTOR must make such corrections and changes, and again submit at least four (4) prints of the drawings for approval. The CONTRACTOR shall revise and resubmit the working drawings, as required by the ENGINEER, until satisfactory review thereof is obtained.
- d. The CONTRACTOR shall allow sufficient time for preliminary review, correction, and resubmission, and final review of all working (shop) drawings. The CONTRACTOR should allow not less than fourteen (14) days for each review. Drawings of items critical to job progress, when requested in writing by the CONTRACTOR, will be given priority review.

B. Submittal Format

- 1. Submittals shall be printed on heavy, first quality paper, 8-1/2" x 11" size with standard 3-hole punching. If pre-approved, electronic submittals may be acceptable. Drawings and diagrams shall be reduced to 8-1/2" x 11" or 11" x 17".
- 2. All materials and equipment submitted for review shall meet the following criteria: Each sheet of descriptive literature submitted shall be marked by the CONTRACTOR to identify the material or equipment as follows:
 - a. Equipment and materials descriptive literature and drawings shall show the specification paragraph for which the equipment applies, and shall list equipment tag numbers applicable.
 - b. Submittal sheets or drawings showing more than the particular item under consideration shall have crossed out all but the pertinent description of the item for which review is requested.
 - c. Equipment and materials descriptive literature not readily cross-referenced with the drawings or specifications shall be identified by a suitable notation.

C. Submittal Content

- 1. The submittals shall show that all requirements of the specification section have been met. The submittals shall contain the following information as applicable:
 - a. Equipment, function, normal operating characteristics, and limiting conditions.
 - b. Assembly, installation, alignment, adjustment, and checking instructions.
 - c. Outline, cross-section, and assembly drawings; engineering data; and wiring diagrams.
 - d. Test data and performance curves, where applicable.
 - e. The operational and maintenance manual for the equipment item and/or system as designated in Table 1 below, or as required elsewhere within these specifications shall be submitted.

| TABLE 1. SUBMITTAL AND O & M SUMMARY | | | | |
|--------------------------------------|--------------------|---------------------|--------------------------|---------------------------|
| Item Description | Submittal Required | O&M Manual Required | Working Drawing Required | O&M Instructions Required |
| Piping | X | | | |
| Gate Valve | X | | | |
| Pressure Reducing Valve | X | | | |
| Fire Hydrant Assembly | X | | | |
| Fittings | X | | | |
| Tracer Wire | X | | | |
| Asphalt | X | | | |
| Silt Fence | X | | | |
| NOI & Section 01750 (SWPPP) | X | | | |
| Trench Safety Plan | X | | | |

f. Working Drawings:

- 1) Items for which working drawings are required include, but are not limited to, the non-equipment items listed in Table 1, and as set forth elsewhere within these specifications.
- 2) The drawings shall be numbered consecutively and shall accurately and distinctly present the following:
 - a) All working and erection dimensions.
 - b) Arrangement and sectional views.
 - c) Necessary details, including complete information for making connections between functional parts.
 - d) Kinds of materials and finishes.
 - e) Parts list and description thereof.
- 3) Each drawing shall be dated and shall bear the name of the project, names of equipment or materials, and the location where the equipment or materials are to be installed in the project. The Engineer may decline to consider any working drawings, which do not contain complete data on the work and full information on related matters.
- 4) If working drawings show departures from the contract requirements, the CONTRACTOR shall make specific mention thereof in a letter attached to the submittal form; otherwise, review of such submittals will not constitute acceptance of the departure from the contract.
- 5) No Work called for by working drawings shall be initiated until the said drawings have been accepted by the ENGINEER.

1.07 MATERIALS FOR WATER MAIN CONSTRUCTION

- A. Pipe for PVC water main construction, unless otherwise shown on the plans, shall be polyvinyl chloride pipe, meeting the requirements of AWWA C-900 or C-905 as applicable. Pipe shall be blue in color (other colors not acceptable). Pipe joints shall be rubber ring type gasket in an integrated thickened bell. All other fittings 12" and smaller shall be short body ductile iron.
- B. All pipe, fittings, and valves shall be new. All water pipe shall be approved by the Underwriters laboratories for fire protection, approved by the National Sanitation Foundation and installed according to manufacturer's specifications and Section 33 05 31.16 - WATER MAIN CONSTRUCTION of these specifications.
- C. All fittings and valves for WATER MAIN CONSTRUCTION shall be mechanical joint or as specified on the plans.

1.08 WATER MAIN – RESTRAINED JOINTS

- A. All fittings for the proposed water main projects shall include meg-a-lug restrained joints. This shall include valves and fire hydrants.

1.09 WATER LINE DISINFECTION

- A. The CONTRACTOR's unit price bid costs shall include the services of a certified laboratory to perform the "Bac-T" tests for the newly installed water mains/services. The sample shall be acquired by a direct employee of the lab. Samples acquired by the CONTRACTOR will not be acceptable. Sampling and testing shall meet all requirements of TCEQ. The Owner's representative will be notified of when the sample will be acquired. The CONTRACTOR shall submit the name of the laboratory to the ENGINEER for approval. There will be no separate pay for these services.

1.10 BEDDING

- A. The project may include the installation of gravel bedding for the construction of the water mains. The requirement for the bedding method shall be as follows:
 - 1. Sand Bedding - An approved sand bedding material shall be brought up by hand backfilling equally on each side of the pipe and extend from a point six (6") inches below the pipe to a height of six (6") inches over the top of the pipe. The initial lift of the sand bedding material shall be placed on the trench floor and then shaped and compacted mechanically to insure that the water pipe is evenly supported along its entire length.

1.11 ABANDONMENT OF EXISTING WATER LINES

- A. The project will parallel several existing water lines. It will be the CONTRACTOR's responsibility to take these existing water lines out of service, whether or not the lines to be abandoned are indicated on the plans. The CONTRACTOR shall plug the existing lines to be abandoned with an approved fitting. This work shall be deemed incidental to the project. No separate payment will be made.

1.12 ADJUSTING EXISTING MANHOLES AND VALVE COVERS

- A. The CONTRACTOR will adjust all existing manholes (to include telephone, electrical, sanitary sewer or other), valve covers (to include water, gas, or other) within the construction area to

meet the grade of the finished elevation. The following procedure will be followed where the valve or manhole is in an area that is to be excavated and new base material installed or existing base material re-constructed:

1. Locate and accurately tie down by measurements from identifiable objects (such as power poles, fire hydrants, fences, etc.) all existing manholes and valve covers for future use.
2. Remove and lower existing manholes and valve boxes to an elevation below the finished subgrade. The depths on manholes shall be sufficient that on reconstruction, the manhole shall be low enough to provide an adequate cone section and manhole ring and cover.
3. A steel plate of sufficient size shall be placed over the open manhole and/or box riser at subgrade elevation.
4. Placement and compaction of all crushed stone base material shall be made within the construction area to achieve compaction over the entire street.
5. The CONTRACTOR shall then relocate all manholes and valve steel covers from tie downs in #1 and remove steel covers.
6. Manholes and valve box covers shall be reconstructed to finished asphalt grade. Backfill around the reconstructed covers shall be concrete to top of base material grade.
7. Final placement and compaction of the Hot Mix (unless otherwise shown on the plans) shall follow. Extreme care shall be taken in the lowering of manholes to avoid any dirt, gravel, concrete or other foreign material from falling into manhole. Should this occur, the CONTRACTOR shall remove the foreign material immediately in order to avoid stopping the flow of sewage.

1.13 ADJUSTING EXISTING MANHOLES AND VALVE COVERS

- A. The CONTRACTOR will adjust all existing manholes (to include telephone, electrical, sanitary sewer or other), valve covers (to include water, gas, or other) within the construction area to meet the grade of the finished elevation. The following procedure will be followed where the valve or manhole is in an area that is to be excavated and new base material installed or existing base material re-constructed:

1. Locate and accurately tie down by measurements from identifiable objects (such as power poles, fire hydrants, fences, etc.) all existing manholes and valve covers for future use.
2. Remove and lower existing manholes and valve boxes to an elevation below the finished subgrade. The depths on manholes shall be sufficient that on reconstruction, the manhole shall be low enough to provide an adequate cone section and manhole ring and cover.
3. A steel plate of sufficient size shall be placed over the open manhole and/or box riser at subgrade elevation.
4. Placement and compaction of all crushed stone base material shall be made within the construction area to achieve compaction over the entire street.

5. The CONTRACTOR shall then relocate all manholes and valve steel covers from tie downs in #1 and remove steel covers.
6. Manholes and valve box covers shall be reconstructed to finished asphalt grade. Backfill around the reconstructed covers shall be concrete to top of base material grade.
7. Final placement and compaction of the Hot Mix (unless otherwise shown on the plans) shall follow. Extreme care shall be taken in the lowering of manholes to avoid any dirt, gravel, concrete or other foreign material from falling into manhole. Should this occur, the CONTRACTOR shall remove the foreign material immediately in order to avoid stopping the flow of sewage.

1.14 CURB BACKFILL, DRIVEWAY LEAVE-OUTS AND STREET INTERSECTIONS

- A. The CONTRACTOR shall perform “unclassified excavation” for curb & gutter and six (6”) inch concrete curb. Backfill shall be performed behind curb in sufficient amount to cause lateral surface drainage to spill over top of curb as shown on the detail sheet of the plans.
- B. No separate payment will be made for driveway curb leave-outs. The CONTRACTOR shall be prepared to make all driveway leave-outs at existing driveways as shown on plans or as directed by the OWNER and compensations therefore shall be included in the unit price bid for curb & gutter and six (6”) inch concrete curb.
- C. When existing street or driveway is cut for construction of the curb the CONTRACTOR shall reshape the existing street or driveway as needed to provide adequate drainage and approach the proposed curb. All existing street and driveway pavement structures that adjoin the new roadway construction shall be saw cut. All driveways shall be reconstructed as shown on the detail sheet of the plans.
- D. All existing private concrete sidewalks that extend towards the right of way and are within 10’ of curb back shall be connected to new curb with five (5”) inch thick concrete reinforced # 3 dowels at 8” O.C. (12” long), same width as existing.

1.15 POST CONSTRUCTION SURVEY

- A. The CONTRACTOR’s unit price bid costs shall include topographical survey cross-sections of the completed street surfaces prior to placement of HMA, to show that the finished grades meet those proposed in the bid documents. Cross-sections shall span the entire road width (curb-to-curb, edge of asphalt-to-edge of asphalt, or any combination thereof) and be spaced every 100’ (maximum) and include all grade breaks. Survey data shall utilize bench marks provided by the ENGINEER. Surveying shall be done under the supervision of a registered surveyor (R.P.L.S.). Survey data shall be submitted to ENGINEER to verify that the constructed grades are acceptable. The HMA shall not be installed until verification from the Engineer is received by the CONTRACTOR. There will be no separate pay for these services.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This section covers the Project requirements for field offices, utilities, site security, access roads and parking, and related items to be provided by the CONTRACTOR throughout the duration of the Project.
- B. The CONTRACTOR shall obtain and pay for all permits required for the Field Offices specified herein. The Contractor shall pay all costs associated with maintaining the Field Offices, including all insurance.
- C. Water and electricity for construction shall be provided by the OWNER. The CONTRACTOR shall coordinate and install, at his expense, any meters required for water and electrical service.
- D. The CONTRACTOR shall prepare and install Project Signs.
- E. Temporary utilities include, but are not limited to, the following:
 - 1. Adjust list below to suit Project.
 - 2. Sewers and drainage.
 - 3. Water service and distribution.
 - 4. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
 - 5. Heating and cooling facilities.
 - 6. Ventilation.
 - 7. Electric power service.
 - 8. Lighting.
 - 9. Telephone service.
- F. Support facilities include, but are not limited to, the following:
 - 1. Temporary roads and paving.
 - 2. Dewatering facilities and drains.
 - 3. Project identification and temporary signs.
 - 4. Waste disposal facilities.
 - 5. Field offices.
 - 6. Storage and fabrication sheds.

7. Temporary stairs.
8. Construction aids and miscellaneous services and facilities.

G. Security and protection facilities include, but are not limited to, the following:

1. Environmental protection.
2. Stormwater control.
3. Tree and plant protection.
4. Site enclosure fence.
5. Security enclosure and lockup.
6. Barricades, warning signs, and lights.
7. Fire protection.

1.02 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.
 2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.03 PROJECT CONDITIONS

- A. Temporary Utilities: At earliest feasible time, when acceptable to OWNER, change over from use of temporary service to use of permanent service.
1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before OWNER'S acceptance, regardless of previously assigned responsibilities.
- B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the work:
1. Keep temporary services and facilities clean and neat.
 2. Relocate temporary services and facilities as required by progress of the Work.

1.04 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to OWNER or ENGINEER and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
1. OWNER'S construction forces.
 2. Occupants of Project.
 3. ENGINEER.
 4. Testing agencies.
 5. Personnel of authorities having jurisdiction.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 TEMPORARY LIGHT AND POWER

- A. The CONTRACTOR shall furnish all temporary light and power, complete with wiring, lamps, and similar equipment as required to adequately light all work areas and with sufficient power capacity to meet the needs of the OWNER and ENGINEER. The CONTRACTOR shall make all necessary arrangements with the OWNER for temporary electric service and pay all expenses in connection therewith.
- B. Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. For connection of power tools and equipment, provide outlets equipped with ground-fault circuit interrupters, reset button and pilot light.
- C. Provide grounded extension cords. Use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if more than one length is required.
- D. Provide general service incandescent lamps as required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

3.02 TEMPORARY AIR AND WATER

- A. The CONTRACTOR shall provide all air and water, including temporary piping and appurtenances required therefore, as may be required for the cleaning and testing of pipelines and equipment necessary for the work. Temporary piping and appurtenances shall be removed upon approval of equipment being tested. A reasonable quantity of water is available to the CONTRACTOR at no cost for construction purposes. Water will be delivered at a rate and at a location as determined by the OWNER. CONTRACTOR shall meter all water used. Coordinate use and quantity of water with OWNER'S personnel.
- B. All water required for and in connection with the Work to be performed shall be furnished by the OWNER through meters installed on hydrants. Meters will be available from OWNER. All costs for obtaining a water meter shall be the responsibility of the CONTRACTOR. The

CONTRACTOR shall contact the OWNER and arrange to pick up the meter. The CONTRACTOR shall install a reduced pressure zone (RPZ) valve assembly on the fire hydrant between the hydrant and the meter, to prevent backflow in the event of pressure failure. The CONTRACTOR shall supply all necessary tools, hose and pipe, and shall make necessary arrangements for securing and transporting such water and shall take water in such a manner, and at such times, that will not produce a harmful drain or decrease of pressure in the OWNER'S water system. It shall be the CONTRACTOR'S responsibility to make arrangements with the OWNER for the metering and reporting of the amount of water used. Water shall not be used in a wasteful manner. Standard hydrant wrenches shall be used for opening and closing of fire hydrants. Temporary lines shall be removed when no longer required.

3.03 TEMPORARY SANITARY FACILITIES

- A. The CONTRACTOR shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing Work or furnishing services on the Project.
- B. Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
 - 2. Toilets: Install self-contained toilet units.
- C. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet shall be furnished for each twenty (20) employees. The CONTRACTOR shall enforce the use of such sanitary facilities by all personnel at the site.
- D. At no time shall the CONTRACTOR or subcontractors use the sanitary facilities for the OWNER/ENGINEER'S Field Office.

3.04 FIRE EXTINGUISHERS

- A. Provide portable UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide portable UL-rated Class ABC dry chemical extinguishers or a combination of NFPA recommended Classes for the exposure. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

3.05 LAYOUT OF TEMPORARY FACILITIES

- A. Before starting the work, the CONTRACTOR shall submit to the ENGINEER his requirements for space for temporary structures and storage of materials. The CONTRACTOR shall submit to the ENGINEER for approval, his proposed plan and layout for all temporary offices, sanitary facilities, temporary construction roads, storage buildings, storage yards, temporary water service and distribution, temporary power service and distribution, and temporary telephone service.

3.06 STORAGE BUILDINGS

- A. The CONTRACTOR shall erect, or provide as approved, temporary storage buildings of the various sizes as required for the protection of mechanical and electrical equipment and materials as recommended by manufacturers of such equipment and materials. The buildings shall be provided with such environmental control systems that meet recommendations of manufacturers of all equipment and materials stored in the buildings. The buildings shall be of sufficient size and so arranged or partitioned to provide security for their contents and provide ready access for inspection and inventory. At or near the completion of the work, and as directed by the ENGINEER, the temporary storage buildings shall be dismantled, removed from the site, and remain the property of the CONTRACTOR.
- B. Combustible materials (paints, solvents, fuels, etc.) shall be stored in a well-ventilated building removed from other buildings.

3.07 STORAGE YARDS

- A. The CONTRACTOR shall construct temporary storage yards for the storage of materials that are not subject to damage by weather conditions. Materials such as pipe and reinforcing and structural steel shall be stored on pallets or racks, off the ground, and in a manner that allows ready access for inspection and inventory.

3.08 CONTRACTOR'S WORK AREA

- A. The CONTRACTOR shall limit his operations and storage of equipment and materials to the areas designated and as directed by the ENGINEER.
- B. The CONTRACTOR shall erect a suitable fence around each tree or group of trees shown as "protected" or "to be saved" on the plans. Any such trees damaged shall be repaired or replaced, as directed by the ENGINEER, at the CONTRACTOR'S expense.
- C. Except as provided herein, no private property, or other area adjacent to the plant site shall be used for storage of the CONTRACTOR'S equipment and materials unless prior written approval is obtained from the legal OWNER.
- D. The CONTRACTOR shall maintain the area during construction and shall proceed with his work in an orderly manner, maintaining the construction site free of debris and unnecessary equipment or materials.
- E. At all times, maintain areas covered by the Contract and public properties free from accumulations of waste, debris, and rubbish caused by construction operations.
- F. Cleaning and disposal operations shall comply with local ordinances and antipollution laws. Do not burn or bury rubbish and waste materials on the project site. Do not dispose of volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains. Do not dispose of wastes into streams or waterways.
- G. Wet down dry materials and rubbish to minimize dust and prevent blowing dust.
- H. Provide approved containers for collection and disposal of waste materials, debris, and rubbish and make arrangements for appropriate periodic emptying of the containers.

3.09 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

- A. The CONTRACTOR shall protect, shore, brace, support and maintain all underground pipes conduits, drains, and other underground construction uncovered or otherwise affected by the CONTRACTOR'S operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement/right-of-way. All replacements shall be made with new materials.
- B. The CONTRACTOR shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or men to or from the Work, whether by him or his Subcontractors. The CONTRACTOR shall make satisfactory and acceptable arrangements with the OWNER of, or the agency having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.
- C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

3.10 TEMPORARY ACCESS ROADS AND PARKING SPACE

- A. The CONTRACTOR shall construct temporary construction access roads and detours as are required to execute the work. The roads shall meet with the approval of the ENGINEER and be maintained in good condition until no longer needed; at which time the temporary roads shall be removed, and the area left in a condition satisfactory to the ENGINEER.
- B. The CONTRACTOR shall construct temporary parking facilities for his employees, his Sub-contractor's employees, other employees and the ENGINEER.

3.11 PROTECTION OF THE FINISHED CONSTRUCTION

- A. The CONTRACTOR shall assume the responsibility for the protection of all finished construction and shall repair and restore any and all damage to finished work to its original or better state.
- B. Where responsibility can be determined, the cost for replacement or repair of damaged work shall be charged to the party responsible. If responsibility cannot be fixed, the cost shall be borne by the CONTRACTOR.
- C. Wheeling of any loads over finished floors, either with or without plank protection, shall not be permitted in anything except rubber-tired wheelbarrows, buggies, trucks, or dollies. This applies to all finished floors and to all exposed concrete floors as well as those covered with composition tile or other applied surfacing and shall apply to all trades.
- D. Where structural concrete has the finished surface, care shall be taken to avoid marking or damaging those surfaces.

3.12 TEMPORARY SIGNS

- A. Furnish and install the project signs indicated in the Contract Documents. Signs shall be placed as directed by the ENGINEER; and shall be maintained in good condition for the life of the construction period.
- B. Remove signs at final acceptance, unless otherwise directed.

3.13 SECURITY

- A. The CONTRACTOR shall be responsible for protection of the site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.
- B. No claim shall be made against the OWNER by reason of any act of an employee or trespasser, and CONTRACTOR shall make good all damage to the OWNER'S property resulting from CONTRACTOR'S failure to provide security measures.

3.14 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
 - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate to support loads and to withstand exposure to traffic during construction period. Locate temporary roads and paved areas within construction limits indicated on Drawings.
 - 1. Provide a reasonably level, graded, well-drained subgrade of satisfactory soil material, compacted to not less than 95 percent of maximum dry density in the top 6 in.
- C. Dewatering Facilities and Drains: Comply with requirements in applicable DIVISION 02 - SITE CONSTRUCTION sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding project or adjoining property nor endanger permanent work or temporary facilities.
 - 2. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.

- E. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.15 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site.
- B. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.
- C. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.
- D. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- E. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- F. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
 - a. Field Offices: Class A stored-pressure water-type extinguishers.
 - 2. Store combustible materials in containers in fire-safe locations.
 - 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
 - 4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

3.16 REMOVAL OF TEMPORARY FACILITIES AND UTILITIES

- A. At such time or times any temporary construction facilities and utilities are no longer required for the work, the CONTRACTOR shall notify the ENGINEER of his intent and schedule for removal of the temporary facilities and utilities and obtain the ENGINEER'S approval before

removal. As approved, the CONTRACTOR shall disconnect and/or dismantle the temporary facilities and utilities and remove them from the site as his property. Leave the site in such condition as specified, as directed by the ENGINEER, and/or as shown on the Plans.

- B. In unfinished areas, the condition of the site shall be left in a condition that will restore original drainage, evenly graded, seeded or planted as necessary, and left with an appearance equal to, or better than original.
- C. Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- D. Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the property of CONTRACTOR.
 - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in the Contract Documents.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

- A. The work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices stated in the Proposal.

END OF SECTION

SECTION 01 57 23

STORM WATER POLLUTION PREVENTION PLAN

PART 1 - GENERAL

1.01 PREPARATION AND NOTIFICATION PHASE

A. Storm Water Pollution Prevention Plan (SWP3)

1. The CONTRACTOR shall be responsible for preparation of the Storm Water Pollution Prevention Plan (SWP3). The CONTRACTOR shall incorporate as a part of the SWP3 all necessary erosion control details and notes required by applicable law, **including all necessary materials and labor necessary to construct the items called for in the SWP3.** The SWP3 shall include all elements required by TPDES General Permit No. TXR150000 as issued by the Texas Commission on Environmental Quality, effective date, March 5, 2018. The SWP3 must be retained on-site at all times during the construction of the project. The CONTRACTOR shall complete the document in Attachment 1 and insert into the SWP3.

B. Notice of Intent and Construction Site Notice

1. The CONTRACTOR shall submit a Notice of Intent (NOI) to the Texas Commission on Environmental Quality. The application fee and annual Water Quality Fee shall be paid for by the CONTRACTOR. A Construction Site Notice and NOI are required for areas where the land disturbed is equal to or greater than five (5) acres. For disturbed areas where the acreage is between one (1) and five (5) acres, only a Construction Site Notice is required. A copy of the NOI (and/or Construction Site Notice) shall be given to the City. Both forms shall be posted at the project site in a location where it is readily available for viewing by the general public, local, state, and federal authorities.
2. An Authorized Representative of the CONTRACTOR shall sign the NOI and/or Construction Site Notice, and Attachment 1. The authorized representative must be someone at or near the top of the management chain, such as the president, vice president, or a general partner, who has been delegated the authority to sign and certify this type of document. See 30 TAC, 305.44 of the TCEQ Rules and Regulations for requirements related to Application for Permit.
3. A NOI must be postmarked at least seven (7) days before construction begins. If the NOI form is submitted electronically via the STEERS Program, construction may begin the same day as the NOI is submitted.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 CONSTRUCTION/IMPLEMENTATION PHASE

- A. Once the NOI has been mailed, the CONTRACTOR may start construction of the project as early as seven (7) days after the NOI is postmarked, or immediately if the NOI is submitted electronically through STEERS. The CONTRACTOR must: (a) implement the controls, (b) inspect and maintain the controls, (c) maintain records of construction activities, (d) update/change the plan to keep it current, and (e) have plans accessible as outlined in the SWP3.

1. Implement Controls

- a. The first action that should be taken is to construct or perform the controls that were selected for the SWP3. The controls must be installed and/or constructed in the order indicated in the sequence of major activities. Stabilization measures must be applied within the time frame specified in the permit.
- b. To ensure that controls are adequately implemented, it is important that the work crews who install the measures are experienced and/or adequately trained. Improperly installed controls can have little or no effect and may actually increase the pollution of storm water. It is also important that all other workers on the construction site be made aware of the controls so that they do not inadvertently disturb or remove them.

2. Inspect and Maintain Controls

- a. Inspection and maintenance of the protective measures that are part of this plan are as important to pollution prevention as proper planning, design/selection, and installation. The CONTRACTOR shall provide for the systematic inspection of the SWP3 Controls.
- b. Inspection - Inspection shall be at least every fourteen (14) days and within 24-hours after the end of a storm of 0.5 in. or more, or every seven (7) days. All disturbed areas of the site, areas for material storage, locations where vehicles enter or exit the site, and all of the erosion and sediment controls that were identified as part of the plan must be inspected. Controls must be in good operating condition until the area they protect has been completely stabilized and the construction activity is complete. The inspector for the CONTRACTOR shall sign all inspection reports.
- c. Maintenance/repairs - The inspector must record any damages or deficiencies in the control measures on an inspection report form provided for this purpose. These reports document the maintenance and repair and to prove that inspection and maintenance were performed. The CONTRACTOR shall correct damages or deficiencies as soon as practicable after the inspection but in no case later than seven (7) days after the inspection. Any changes that may be required to correct deficiencies in the SWP3 shall also be completed and dated in the document as soon as practicable after the inspection but in no case later than seven (7) days after the inspection.

3. Maintain Records of Construction Activities

- a. In addition to the inspection and maintenance reports, the inspector shall keep records of the construction activity on the site. In particular, the inspector shall keep a record of the following information:
 - 1) The dates when major grading activities occur in a particular area.
 - 2) The dates when construction activities cease in an area, temporarily or permanently.
 - 3) The dates when an area is stabilized, temporarily or permanently.

- b. These records can be used to make sure that areas where there is no construction activity will be stabilized within the required time frame.
- 4. Update/Change the Plan
 - a. For a construction activity to be in full compliance with its TPDES Construction General Permit, and for the SWP3 to be effective, the plan must accurately reflect site features and operations. When it does not, the plan must be changed. The plan must also be changed if the operators observe that it is not effective in minimizing pollutant discharge from the site.
- 5. Provide for Plan Location and Access
 - a. The General Permit has specific requirements regarding plan location and access.
 - b. Plan location: A copy of the SWP3 must be kept at the construction site from the time construction begins until the site is finally stabilized.
 - c. Access: Although plans and associated records are not necessarily required to be submitted to the State, these documents must be made available upon request to the State or local agency who is approving erosion and sediment control plans, or storm water pollution prevention plans. If site storm water runoff is discharged to a municipal separate storm sewer system, the plans must be made available upon request to the municipal operator of the system.

3.02 FINAL STABILIZATION/TERMINATION PHASE

- A. Operators of a construction site must continue to comply with permit conditions until:
 - 1. They no longer meet the definition of an Operator of a construction site; or
 - 2. The construction activity is complete, all disturbed soils have been finally stabilized, and temporary erosion and sediment controls have been or will be removed.
- B. A permittee should submit a Notice of Termination (NOT) to inform TCEQ that he/she is no longer an Operator of the construction activity.
- C. Final Stabilization
 - 1. Final stabilization is defined by the General Permit as meaning that all soil disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70 percent of the native background vegetated cover (i.e., original conditions) for unpaved areas not covered by permanent structures has been established or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.
- D. Notice of Termination
 - 1. A NOT should be completed and submitted to TCEQ and the City when the site has been finally stabilized or when an Operator of a construction activity changes. Information to be included on the NOT includes the location of the construction site; the name, address, and telephone number of the Operator terminating coverage; the TPDES General Permit

number; an indication of why coverage under the permit should be terminated for the Operator; and a signed certification statement.

2. Note that when there is a change in operators of a construction activity, the new Operator must submit a NOI to be covered by the permit at least seven (7) days before the change in Operator.

E. Record Retention

1. Following the termination of construction activities, the permittees must keep a copy of the SWP3, all reports and actions required by the General Permit, and all the data used to complete the NOI for a period of at least three years following final stabilization. Prior to submitting the NOT, the CONTRACTOR shall furnish the City copies of all NOIs, certificates, and inspection forms for record retention purposes.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. The NOI, SW3P and all erosion control measures called for in the SW3P (e.g., rock berms, silt fence, construction entrances, etc.) shall be measured as a Lump Sum. All incidental erosion, sediment and water pollution control devices and measures required, both temporary and permanent, shall be considered subsidiary to the bid item "Storm Water Pollution Prevention Plan" and no direct measurement will be made. Preparation and updating of the "Storm Water Pollution Prevention Plan" including all reports and records to be maintained shall not be measured but shall be considered subsidiary to the bid item "Storm Water Pollution Prevention Plan".

4.02 PAYMENT

- A. All erosion, sediment and water pollution control devices and measures required, both temporary and permanent, shall be bid as a lump sum price for the bid item "Storm Water Pollution Prevention Plan". Preparation and updating of the "Storm Water Pollution Prevention Plan" including all reports and records to be maintained shall be included in the lump sum price for the bid item "Storm Water Pollution Prevention Plan". The lump sum bid price for the "Storm Water Pollution Prevention Plan" will be full compensation for furnishing all labor, materials and equipment necessary to install, maintain, and remove (if required) all items and actions necessary to maintain and complete the "Storm Water Pollution Prevention Plan" requirements for this project.
- B. Costs for the CONTRACTOR'S Application Fee for the NOI and the annual Water Quality Fee shall be included in the lump sum bid for the "Storm Water Pollution Prevention Plan".
- C. Costs for personnel to inspect the protective measures that are a part of the "Storm Water Pollution Prevention Plan" shall be included in the lump sum bid for the "Storm Water Pollution Prevention Plan".
- D. Pollution control measures may be applicable to CONTRACTOR operations outside the right of way and easement area where such work is necessary as a result of roadway related construction such as construction and haul roads, field offices, equipment and supply areas, and material sources. Pollution control measures outside the right of way will not be measured for payment but shall be performed at the CONTRACTOR'S expense.

ATTACHMENT 1
Storm Water Pollution Prevention Plan
Roles and Responsibilities

STORM WATER POLLUTION PREVENTION PLAN
ROLES AND RESPONSIBILITIES

This is a shared Storm Water Pollution Prevention Plan (SWP3) between the below Primary Operators. The role of each Operator is listed below.

PRIMARY OPERATOR (CITY OF XXXXXXXX):

SIGNATURE: _____
PRINTED NAME: _____
ADDRESS: _____

RESPONSIBILITIES:

- ☒ Operational control over plans and specifications, including the ability to make modifications to those plans.
- ☐ Day-to-day operational control of activities necessary to ensure compliance with the SWP3 for the site.

PRIMARY OPERATOR (CONTRACTOR):

SIGNATURE: _____
PRINTED NAME: _____
ADDRESS: _____

RESPONSIBILITIES:

- ☐ Operational control over plans and specifications, including the ability to make modifications to those plans.
- ☒ Day-to-day operational control of activities necessary to ensure compliance with the SWP3 for the site.

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Adjust list below to suit Project.
 2. Inspection procedures.
 3. Project Record Documents.
 4. Operation and maintenance manuals.
 5. Warranties.
 6. Instruction of OWNER'S personnel.
 7. Final cleaning.

1.02 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Delete items below not applicable or revise to suit Project.
 2. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 3. Advise OWNER of pending insurance changeover requirements.
 4. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 5. Obtain and submit releases permitting OWNER unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 6. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 7. Deliver tools, spare parts, extra materials, and similar items to location designated by OWNER. Label with manufacturer's name and model number where applicable.

8. Coordinate first subparagraph below with Division 8 door hardware Sections. Revise if Owner makes final changeover or if key-control system manufacturer delivers keys directly to Owner.
 9. Make final changeover of permanent locks and deliver keys to OWNER. Advise OWNER'S personnel of changeover in security provisions.
 10. Complete startup testing of systems.
 11. Submit test/adjust/balance records.
 12. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 13. Advise OWNER of changeover in heat and other utilities.
 14. Submit changeover information related to OWNER'S occupancy, use, operation, and maintenance.
 15. Complete final cleaning requirements, including touchup painting.
 16. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, ENGINEER will either proceed with inspection or notify CONTRACTOR of unfulfilled requirements. ENGINEER will prepare the Certificate of Substantial Completion after inspection or will notify CONTRACTOR of items, either on CONTRACTOR'S list or additional items identified by ENGINEER, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.03 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Revise subparagraphs below to match the Supplementary Conditions.
 2. Submit certified copy of ENGINEER'S Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by ENGINEER. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

4. Submit pest-control final inspection report and warranty.
 5. Instruct OWNER'S personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, ENGINEER will either proceed with inspection or notify CONTRACTOR of unfulfilled requirements. ENGINEER will prepare a final Certificate for Payment after inspection or will notify CONTRACTOR of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.04 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for ENGINEER'S reference during normal working hours.
- B. Record Drawings: Maintain and submit one set of blue- or black-line white prints of Contract Drawings and Shop Drawings.
1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 3. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 4. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Note related Change Orders and Record Drawings, where applicable.
- D. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Below is a sample list of final cleaning requirements. Revise to suit Project.
 - b. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - c. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - d. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - e. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

- h. Sweep concrete floors broom-clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Revise six subparagraphs below to suit Project. Check for conflict or duplication with provisions in other Sections, particularly Divisions 15 and 16.
 - n. Wipe surfaces of mechanical and electrical equipment, **[elevator equipment,]** and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - o. Replace parts subject to unusual operating conditions.
 - p. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - q. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.
- D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on OWNER'S property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and DIVISION 01 sections, apply to this Section.

1.02 SUMMARY

- A. This Section specifies cast-in place concrete, including formwork, reinforcement, concrete materials, mix design, placement procedures, and finishes.

1.03 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

1.04 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated.
- B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mix water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork. Design and engineering of formwork are Contractor's responsibility.
- E. Welding Certificates: Copies of certificates for welding procedures and personnel.
- F. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials.
- G. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements:
 - 1. Cementitious materials and aggregates.
 - 2. Form materials and form-release agents.
 - 3. Wall ties & wall tie hole sealing process.

4. Steel reinforcement and reinforcement accessories.
5. Admixtures.
6. Waterstops.
7. Curing materials.
8. Floor and slab treatments.
9. Bonding agents.
10. Adhesives.
11. Vapor retarders.
12. Epoxy joint filler.
13. Joint-filler strips.
14. Repair materials.

H. Minutes of preinstallation conference.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
 1. Manufacturer must be certified according to the National Ready Mixed Concrete Association's Certification of Ready Mixed Concrete Production Facilities.
- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated.
 1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- E. Welding: Qualify procedures and personnel according to AWS D1.4, "Structural Welding Code—Steel Reinforcing Bars."
- F. ACI Publications: Comply with the following, unless more stringent provisions are indicated:
 1. ACI 301, "Specification for Concrete Construction."

2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- G. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Process Schedules and Meetings."
 1. Before submitting design mixes, review concrete mix design and examine procedures for ensuring quality of concrete materials. Require representatives of each entity directly concerned with cast-in-place concrete to attend, including the following:
 - a. Contractor's superintendent.
 - b. Independent testing agency responsible for testing & concrete design mixes.
 - c. Ready-mix concrete producer.
 - d. Concrete subcontractor.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle steel reinforcement to prevent bending and damage.
 1. Avoid damaging coatings on steel reinforcement.

PART 2 - PRODUCTS

2.01 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 1. Plywood, metal, or other approved panel materials.
 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. B-B (Concrete Form), Class 1, or better, mill oiled and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that will produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- D. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.
- E. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 in. by 3/4 in., minimum.
- F. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- G. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 1. Furnish units that will leave no corrodible metal closer than 1 in. to the plane of the exposed concrete surface.
 2. Furnish ties that, when removed, will leave holes not larger than 1 in. diameter in concrete surface.
 3. Furnish ties with integral water-barrier plates to walls of all fluid containing structures.
 4. Through wall tapered ties are acceptable with the usage of "Greenstreak's P120 X-Plug".

2.02 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Wire: ASTM A 1064/A 1064M.
- C. Plain-Steel Welded Wire Fabric: ASTM A 1064, fabricated from as-drawn steel wire into flat sheets.

2.03 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete or fiber-reinforced concrete of greater compressive strength than concrete, and as follows:
 1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected or CRSI Class 2 stainless-steel bar supports.
- B. Joint Dowel Bars: Plain-steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.

2.04 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I/II.
 1. Fly Ash: ASTM C 618, Class C or F.
- B. Normal-Weight Aggregate: ASTM C 33, uniformly graded, and as follows:
 1. Class: Severe weathering region, but not less than 3S.
 2. Class: Moderate weathering region, but not less than 3M.
 3. Class: Negligible weathering region, but not less than 1N.
 4. Nominal Maximum Aggregate Size: 1-1/2 in.

5. Nominal Maximum Aggregate Size: 1 in.
 6. Nominal Maximum Aggregate Size: 3/4 in.
 7. Combined Aggregate Gradation: Well graded from coarsest to finest with not more than 18 percent and not less than 8 percent retained on an individual sieve, except that less than 8 percent may be retained on coarsest sieve and on No. 50 sieve, and less than 8 percent may be retained on sieves finer than No. 50.
- C. Water: Potable and complying with ASTM C 94.

2.05 ADMIXTURES

- A. General: Admixtures certified by manufacturer to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material and to be compatible with other admixtures and cementitious materials. Do not use admixtures containing calcium chloride.
- B. Air-Entraining Admixture: ASTM C 260.
- C. Water-Reducing Admixture: ASTM C 494, Type A.
- D. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
- E. Water-Reducing and Accelerating Admixture: ASTM C 494, Type E.
- F. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
- G. Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.
 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Catexol 1000CL; Axim Concrete Technologies.
 - b. MCI 2000 or MCI 2005; Cortec Corporation.
 - c. DCI or DCI-S; W. R. Grace & Co., Construction Products Div.
 - d. Rheocrete 222+; Master Builders, Inc.
 - e. FerroGard-901; Sika Corporation.

2.06 WATERSTOPS

- A. Strip Waterstops: Manufactured rectangular or trapezoidal strip.
 1. Products: Subject to compliance with requirements, provide the following:
 - a. Hydrotite CJ-0725-3K-ADH with Leakmaster.

2.07 VAPOR RETARDERS

- A. Vapor Retarder: ASTM E 1745, Class C, of one of the following materials; or polyethylene sheet, ASTM D 4397, not less than 10 mils thick:

- 1. Nonwoven, polyester-reinforced, polyethylene coated sheet; 10 mils thick.

2.08 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
- F. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- G. Products: Subject to compliance with requirements, provide one of the following:

- 1. Evaporation Retarder
 - a. Cimfilm; Axim Concrete Technologies.
 - b. Finishing Aid Concentrate; Burke Group, LLC (The).
 - c. Spray-Film; ChemMasters.
 - d. Aquafilm; Conspec Marketing & Manufacturing Co., Inc.
 - e. Sure Film; Dayton Superior Corporation.
 - f. Eucobar; Euclid Chemical Co.
 - g. Vapor Aid; Kaufman Products, Inc.
 - h. Lambco Skin; Lambert Corporation.
 - i. E-Con; L&M Construction Chemicals, Inc.
 - j. Confilm; Master Builders, Inc.
 - k. Waterhold; Metacrete Industries.
 - l. Rich Film; Richmond Screw Anchor Co.
 - m. SikaFilm; Sika Corporation.

- n. Finishing Aid; Symons Corporation.
 - o. Certi-Vex EnvioAssist; Vexcon Chemicals, Inc.
2. Clear, Waterborne, Membrane-Forming Curing Compound:
- a. AH Clear Cure WB; Anti-Hydro International, Inc.
 - b. Klear Kote WB II Regular; Burke Chemicals.
 - c. Safe-Cure & Seal 20; ChemMasters.
 - d. High Seal; Conspec Marketing & Manufacturing Co., Inc.
 - e. Safe Cure and Seal; Dayton Superior Corporation.
 - f. Aqua Cure VOX; Euclid Chemical Co.
 - g. Cure & Seal 309 Emulsion; Kaufman Products Inc.
 - h. Glazecote Sealer-20; Lambert Corporation.
 - i. Dress & Seal WB; L&M Construction Chemicals, Inc.
 - j. Vocomp-20; W. R. Meadows, Inc.
 - k. Metcure; Metalcrete Industries.
 - l. Cure & Seal 150E; Nox-Crete Products Group, Kinsman Corporation.
 - m. Rich Seal 14 percent E; Richmond Screw Anchor Co.
 - n. Kure-N-Seal WB; Sonneborn, Div. of ChemRex, Inc.
 - o. Florseal W.B.; Sternson Group.
 - p. Cure & Seal 14 percent E; Symons Corporation.
 - q. Seal Cure WB 150; Tamms Industries Co., Div. of LaPorte Construction Chemicals of North America, Inc.
 - r. Hydro Seal; Unitex.
 - s. Starseal 309; Vexcon Chemicals, Inc.

2.09 RELATED MATERIALS

- A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Epoxy Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Shore A hardness of 80 per ASTM D 2240.
- C. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

- D. Epoxy-Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class and grade to suit requirements, and as follows:
1. Type II, non-load bearing, for bonding freshly mixed concrete to hardened concrete.
 2. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
 3. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

2.10 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 in. and that can be feathered at edges to match adjacent floor elevations.
1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8 in. to 1/4 in. or coarse sand as recommended by underlayment manufacturer.
 4. Compressive Strength: Not less than 4,100 psi at twenty-eight (28) days when tested according to ASTM C 109/C 109M.
- B. Repair Topping: Traffic-bearing, cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 in.
1. Cement Binder: ASTM C 150, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8 in. to 1/4 in. or coarse sand as recommended by topping manufacturer.
 4. Compressive Strength: Not less than 5,700 psi at twenty-eight (28) days when tested according to ASTM C 109/C 109M.
- C. Clarifier Trough Repair: Single component, microsilica modified repair mortar with an integral corrosion inhibitor, Eucocrete or approved equal.
1. Primer: Duralprep A.C. or approved equal for both concrete and reinforcing steel.
 2. Compressive Strength: Not less than 8,500 psi at twenty-eight (28) days when tested according to ASTM C 109/C 109M.

2.11 CONCRETE MIXES

- A. Prepare design mixes for each type and strength of concrete determined by either laboratory trial mix or field test data bases, as follows:
 - 1. Proportion normal-weight concrete according to ACI 211.1 and ACI 301.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the laboratory trial mix basis.
- C. Footings, Piers, Foundation Walls, Slab-On-Grade & Containment Walls: Proportion normal-weight concrete mix as follows:
 - 1. Compressive Strength (28 Days): 4,000 psi.
 - 2. Minimum Cementitious Materials Content 540 lb./cu. Yd.
 - 3. Maximum Slump for Concrete Containing High-Range Water-Reducing Admixture: 8 inches
- D. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
 - 1. Fly Ash: 20 percent.
- E. Maximum Water-Cementitious Materials Ratio: 0.42 for all concrete.
- F. Air Content: Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2 to 4 percent, unless otherwise indicated.
- G. Do not air entrain concrete for trowel-finished interior floors and suspended slabs. Do not allow entrapped air content to exceed 3 percent.
- H. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- I. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for all wastewater treatment plan structures, concrete required to be watertight, and concrete with a water- cementitious materials ratio below 0.50.

2.12 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.13 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94 and ASTM C 1116 and furnish batch ticket information.
 - 1. When air temperature is between 85°F and 90°F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90°F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.01 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until concrete structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347R as abrupt or gradual, as follows:
 - 1. Class A, 1/8 in.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical. Kerf wood inserts for forming keyways, reglets, recesses, and the like, for easy removal.
 - 1. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete. Do not chamfer corners where concrete abuts other concrete or asphalt.
- I. Form openings, chases, offsets, sinkages, keyways, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.02 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use Setting Drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor bolts, accurately located, to elevations required.

3.03 REMOVING AND REUSING FORMS

- A. General: Formwork, for sides of beams, walls, columns, and similar parts of the Work, that does not support weight of concrete may be removed after cumulatively curing at not less than 50°F for 72 hours after placing concrete provided concrete is hard enough to not be damaged by form-removal operations and provided curing and protection operations are maintained.
- B. Leave formwork, for beam soffits, joists, slabs, and other structural elements, that supports weight of concrete in place until concrete has achieved the following:
 - 1. Twenty-eight (28) day design compressive strength.
 - 2. Determine compressive strength of in-place concrete by testing representative field- or laboratory-cured test specimens according to ACI 301.
 - 3. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- C. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- D. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by ENGINEER.

3.04 VAPOR RETARDERS

- A. Vapor Retarder: Place, protect, and repair vapor-retarder sheets according to ASTM E 1643 and manufacturer's written instructions.

3.05 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.06 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by ENGINEER.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 2. Submit proposed location of construction joints to Engineer for approval prior to beginning of work.
 - 3. Form from preformed galvanized steel, plastic keyway-section forms, or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 in. into concrete.
 - 4. Space vertical joints in walls as indicated.
 - 5. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Use only where shown in the Construction Documents. Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 in. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8 in. wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Dowel Joints: Install dowel sleeves and dowels or dowel bar and support assemblies at joints where indicated.
 - 1. Use dowel sleeves or lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.07 WATERSTOPS

- A. Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, bonding or mechanically fastening and firmly pressing into place. Install in longest lengths practicable

3.08 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement, unless approved by Engineer.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation.
- D. Deposit concrete in forms in horizontal layers no deeper than 24 in. and in a manner to avoid inclined construction joints. Place each layer while preceding layer is still plastic, to avoid cold joints.
 - 1. Consolidate placed concrete with mechanical vibrating equipment. Use equipment and procedures for consolidating concrete recommended by ACI 309R.
 - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than the visible effectiveness of the vibrator. Place vibrators to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mix constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.
 - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, free of humps or hollows, before excess moisture or bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When air temperature has fallen to or is expected to fall below 40°F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50°F and not more than 80°F at point of placement.
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved in mix designs.
- G. Hot-Weather Placement: Place concrete according to recommendations in ACI 305R and as follows, when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90°F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

3.09 FINISHING FORMED SURFACES

- A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 in. in height.
1. Apply to concrete surfaces not exposed to public view or to be covered with a coating or covering material applied directly to concrete, such as waterproofing, damp proofing, veneer plaster, or painting.
- B. Rubbed Finish: Apply the following to smooth-formed finished concrete that will be exposed to public view:
1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.
 2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix one part Portland cement to one and one-half parts fine sand with a 1:1 mixture of bonding admixture and water. Add white Portland cement in amounts determined by trial patches so color of dry grout will match adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.10 FINISHING FLOORS AND SLABS

- A. General: Comply with recommendations in ACI 302.1R for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes.

1. Apply scratch finish to surfaces indicated and to surfaces to receive concrete floor topping or mortar setting beds for ceramic or quarry tile, Portland cement terrazzo, and other bonded cementitious floor finishes.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraightening until surface is left with a uniform, smooth, granular texture.
 1. Apply float finish to surfaces indicated, to surfaces to receive trowel finish, and to floor and slab surfaces to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- D. Trowel Finish: After applying float finish, apply first trowel finish and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 1. Apply a trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system
 2. Finish and measure surface so gap at any point between concrete surface and an unlevleed freestanding 10 ft. long straightedge, resting on two high spots and placed anywhere on the surface, does not exceed the following:
 - a. 1/8 in.
- E. Trowel and Fine-Broom Finish: Apply a partial trowel finish, stopping after second troweling, to surfaces indicated and to surfaces where ceramic or quarry tile is to be installed by either thickset or thin-set method. Immediately after second troweling, and when concrete is still plastic, slightly scarify surface with a fine broom.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with ENGINEER before application.

3.11 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.
- C. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on Drawings. Set anchor bolts for machines and equipment at correct elevations, complying with diagrams or templates of manufacturer furnishing machines and equipment.

- D. Steel Pan Stairs: Provide concrete fill for steel pan stair treads, landings, and associated items. Cast-in inserts and accessories as shown on Drawings. Screed, tamp, and trowel-finish concrete surfaces.

3.12 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with recommendations in ACI 305R for hot-weather protection during curing. Moisture cure all fluid containing structures a minimum of 120 hours after placement
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing by one or a combination of the following methods:
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than five days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12 in. lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 in., and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer recommends for use with floor coverings.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall

within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process twenty-four (24) hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.13 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by ENGINEER. Remove and replace concrete that cannot be repaired and patched to ENGINEER's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part Portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 in. in any dimension in solid concrete but not less than 1 in. in depth. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 2. Repair defects on surfaces exposed to view by blending white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by ENGINEER.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 in. wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 2. After concrete has cured at least fourteen (14) days, correct high areas by grinding.
 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.

4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 in. to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 6. Repair defective areas, except random cracks and single holes 1 in. or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least 3/4 in. clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mix as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least seventy-two (72) hours.
- E. Perform structural repairs of concrete, subject to ENGINEER's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to ENGINEER'S approval.
- 3.14 FIELD QUALITY CONTROL
- A. Testing Agency: CONTRACTOR will engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement. Sampling and testing for quality control may include those specified in this Article. Testing agency shall be approved by ENGINEER
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mix exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.

4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40°F and below and when 80°F and above, and one test for each composite sample.
5. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
6. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of five standard cylinder specimens for each composite sample.
 - a. Cast and field cure one set of five standard cylinder specimens for each composite sample.
7. Compressive-Strength Tests: ASTM C 39; test two laboratory-cured specimens at seven (7) days, two at twenty-eight (28) days and one at fifty-six (56) days if required.
 - a. Test two field-cured specimens at seven (7) days and two at twenty-eight (28) days.
 - b. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at age indicated.
- C. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
- D. Strength of each concrete mix will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- E. Test results shall be reported in writing to ENGINEER, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at twenty-eight (28) days, concrete mix proportions and materials, compressive breaking strength, and type of break for both seven (7) and twenty-eight (28) days tests.
- F. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by ENGINEER but will not be used as sole basis for approval or rejection of concrete.
- G. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by ENGINEER. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by ENGINEER.

3.15 CONCRETE STRUCTURE TOLERANCES

- A. Variation from the Plumb
 1. In the lines and surfaces of columns, walls, and in arises: in 10 ft., 1/4 in.; in any story or 20 ft. maximum, 3/8 in.; in 40 ft. or more, 3/4 in.

2. For exposed corner control-joint grooves and other conspicuous lines: in any bay or 20 ft. maximum, 1/4 in.; in 40 ft. or more, 1/2 in.
- B. Variation from the Level or From the Grades Shown
1. In floors, ceilings, and beam soffits: in 10 ft., 1/4 in.; in any bay or 20 ft. maximum, 3/8 in.; in 40 ft. or more, 3/4 in.
 2. For exposed horizontal grooves and other conspicuous lines: in any bay or 20 ft. maximum, 1/4 in.; in 40 ft. or more, 1/2 in.
- C. Variation of the linear building lines from established position in plan and related position of walls and partitions: in any bay or 20 ft. maximum, 1/4 in.; in 40 ft. or more, 1/2 in.
- D. Variation in the sizes and location of sleeves, floor openings and wall openings: 1/4 in.
- E. Variation of cross-sectional dimensions in the thickness of slabs and walls: minus, 1/4 in.; plus, 1/2 in.
- F. Footings
1. Variation in dimension in plan: minus, 1/2 in.; plus, 2 in.
 2. Misplacement or eccentricity: 2 percent of the footing width in the direction of misplacement but not more than 2 in.
 3. Reduction in thickness: minus 5 percent of specified thickness.
- G. Variation from established lines and grades in sidewalks, plazas, outdoor concrete slabs, curb and gutter sections: in 10 ft., 1/4 in.; in 1 ft., 1/8 in.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. This section will be measured in the bid for suppling, installing, and testing per square feet, or cubic yard, of cast-in-place concrete.

4.02 PAYMENT

- A. The bid items include all components of the work, including testing of new cast-in-place concrete, required for the completion of the job in every respect except as may be otherwise provided in these specifications. CONTRACTOR shall include the furnishing of all materials and labor, including any incidental labor, in its bid prices.

END OF SECTION

SECTION 03 40 00
STRUCTURAL PRECAST PRETENSIONED CONCRETE

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and DIVISION 01 - GENERAL REQUIREMENTS sections, apply to this Section.

1.02 SUMMARY

- A. This section includes the performance criteria, materials, production, and erection of structural precast, prestressed concrete for the entire project. The work performed under this section includes all labor, material, equipment, related services, and supervision required for the manufacture and erection of the structural precast and precast, prestressed concrete work shown on the contract drawings.

1.03 RELATED SECTIONS

- A. SECTION 03 30 00 – CAST-IN-PLACE CONCRETE for placing connection anchors in concrete and structural topping.

1.04 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide structural precast concrete units and connections capable of withstanding the following design loads within limits and under conditions indicated:
 - 1. Dead Loads: Self Weight of Planks
 - 2. Live Loads: 40 PSF
 - 3. The precast system design shall consider the maximum seasonal climatic temperature change based on the latest edition of PCI MNL 120.
 - 4. Concrete Topping Weight: 25 PSF
- B. Design framing system and connections to maintain clearances at openings, to allow for fabrication and construction tolerances, to accommodate live load deflection, shrinkage and creep of primary building structure, and other building movements. Member deflections shall meet the limits of ACI 318.
- C. Thermal Movements: Provide for thermal movements noted Member and connection design shall consider through thickness thermal gradients as appropriate.

1.05 SUBMITTALS

- A. Product Data: For each type of product indicated. Retain quality control records and certificates of compliance for five (5) years or period of warranty, whichever is greater.
- B. Design Mixes: For each concrete mix.

- C. Erection Drawings: Detail fabrication and installation of structural precast concrete units. Indicate member locations, plans, elevations, dimensions, shapes, cross sections, openings, extent and location of each finish, connections, support conditions and types of reinforcement, including special reinforcement.
1. Indicate welded connections by AWS standard symbols. Detail loose and cast-in hardware, lifting and erection inserts, connections, and joints.
 2. Indicate locations, tolerances, and details of anchorage devices to be embedded in or attached to structure or other construction.
 3. Indicate plans and/or elevations showing member locations with all openings larger than 10 in. (250 mm) shown and located.
 4. Indicate location of each structural precast concrete unit by same identification mark placed on unit.
 5. Indicate relationship of structural precast concrete members to adjacent materials.
 6. Estimated cambers for floor slabs receiving cast-in-place topping.
 7. Indicate shim sizes and grouting sequence.
 8. Design Modifications:
 - a. If design modifications are necessary to meet the performance requirements and field conditions, notify the Architect immediately and submit design calculations and drawings.
 - b. Do not adversely affect the appearance, durability, or strength of units by modifying details or materials. Maintain the general design concept when altering size of members and alignment.
 9. Include handling procedures, sequence of erection, and bracing plan.
- D. Comprehensive engineering design signed and sealed by a Professional Engineer responsible for its preparation and registered in the state in which the project is located.
- E. Qualification Data: For firms and persons specified in “Quality Assurance” Article to demonstrate their capabilities and experience. Include list of completed projects with project names and addresses, names and addresses of architects, engineers and owners, and other information specified.
- F. Material Certificates: Signed by manufacturers certifying that each of the following items complies with requirements.
1. Concrete materials.
 2. Reinforcing materials and prestressing tendons.
 3. Admixtures.
 4. Bearing pads.

5. Structural-steel shapes and hollow structural sections.

- G. Number of Copies: Submit six (6) copies of each submittal, unless otherwise indicated. ENGINEER will return two (2) copies.

1.06 QUALITY ASSURANCE

A. Erector Qualifications:

1. An erector with a minimum of two (2) years of experience who has completed structural precast concrete work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in- service performance and who meets the following requirements:
 - a. Retains a PCI Certified Field Auditor, at erector's expense, to conduct a field audit of a project in the same category as this Project prior to start of erection. Submits "Erectors Post Audit Declaration".
 - b. The basis of the audit is the "PCI Erector's Manual - Standards and Guidelines for the Erection of Precast Concrete Products" MNL 127.

B. Fabricator Qualifications: A firm that complies with the following requirements and is experienced in producing structural precast concrete units similar to those indicated for this Project and with a record of successful in-service performance.

1. Assumes responsibility for engineering structural precast concrete units to comply with performance requirements. This responsibility includes preparation of Shop Drawings and comprehensive engineering analysis by a qualified Professional Engineer.
2. Professional Engineer Qualifications: A Professional Engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of structural precast concrete that are similar to those indicated for this Project in material, design, and extent.
3. Participates in PCI's Plant Certification program at the time of bidding and is designated a PCI-certified plant for Group C or CA, Category C2-Prestressed Hollow-Core and Repetitive Products
4. Has sufficient production capacity to produce required units without delaying the Work.

C. Design Standards: Comply with ACI 318 (ACI 318M) and the design recommendations of PCI MNL 120, "PCI Design Handbook," applicable to types of structural precast concrete units indicated.

D. Quality-Control Standard: For manufacturing procedures and testing requirements and quality-control recommendations for types of units required, comply with PCI MNL 116, "Manual for Quality Control for Plants and Production of Structural Concrete Products."

1. Comply with camber and dimensional tolerances of PCI MNL 135, "Tolerance Manual for Precast and Prestressed Concrete Construction."

- E. Welding: Qualify procedures and personnel according to AWS D1.1, “Structural Welding Code – Steel”; and AWS D1.4, “Structural Welding Code – Steel Reinforcing Bars”.
- F. Preinstallation Conference: Conduct conference at Project site to comply with requirements in specifications.

1.07 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Store units with adequate dunnage and bracing and protect units to prevent contact with soil, staining, and to prevent cracking, distortion, warping or other physical damage.
- B. Store units, unless otherwise specified, with dunnage across full width of each bearing point.
- C. Place stored units so identification marks are clearly visible, and product can be inspected.
- D. Deliver all structural precast concrete units to the project site in such quantities and at such times to assure compliance with the schedule and proper setting sequence to ensure continuity of installation.
- E. Handle and transport units in a position consistent with their shape and design in order to avoid excessive stresses which would cause cracking or damage.
- F. Lift and support units only at designated points shown on the Shop Drawings.
- G. Place dunnage of even thickness between each unit.

1.08 SEQUENCING

- A. Furnish loose connection hardware and anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, templates, instructions, and directions, as required, for installation.

PART 2 - PRODUCTS

2.01 MOLD MATERIALS

- A. Molds: Rigid, dimensionally stable, nonabsorptive material, warp and buckle free, that will provide continuous and true precast concrete surfaces within fabrication tolerances indicated; nonreactive with concrete and capable of producing required finish surfaces.
 - 1. Mold-Release Agent: Commercially produced liquid-release agent that will not bond with, stain, or adversely affect precast concrete surfaces and will not impair subsequent surface or joint treatments of precast concrete.

2.02 REINFORCING

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420) or Grade 40 (Grade 300), deformed.
- B. Deformed-Steel Welded Wire Fabric: ASTM A 1064/A 1064M, flat sheet.

2.03 PRESTRESSING TENDONS

- A. Prestressing Strand: ASTM A 416/A 416M, Grade 250 (Grade 1720) or Grade 270 (Grade 1860), uncoated, 7-wire, low-relaxation strand or ASTM A 886/A 886M, Grade 270 (Grade 1860), indented, 7-wire, low-relaxation strand (including supplement).

2.04 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I or III.
- B. Supplementary Cementitious Materials Fly Ash Admixture: ASTM C 618, Class C or F.
- C. Normal-Weight Aggregates: Except as modified by PCI MNL 116, ASTM C 33, with coarse aggregates complying with Class [4S] [4M]. Provide and stockpile fine and coarse aggregates for each type of exposed finish from a single source (pit or quarry) for entire job.
- D. Lightweight Aggregates: Except as modified by PCI MNL 116, ASTM C 330 with absorption less than 11 percent.
- E. Water: Potable; free from deleterious material that may affect color stability, setting, or strength of concrete and complying with chemical limits of PCI MNL 116.
- F. Air Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
- G. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
- H. Retarding Admixture: ASTM C 494/C 494M, Type B.
- I. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
- J. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
- K. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
- L. Plasticizing Admixture: ASTM C 1017/C 1017M.
- M. Admixtures containing calcium chloride, chloride ions or other salts are not permitted.
- N. Corrosion Inhibiting Admixture: Capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.

2.05 STEEL CONNECTION MATERIALS AND ACCESSORIES

- A. Carbon-Steel Shapes and Plates: ASTM A 36/A 36M except silicon (Si) content in the range of 0 to 0.03 percent or 0.15 to 0.25 percent for materials to be galvanized. Steel with chemistry conforming to the formula $Si + 2.5P \leq 0.09$ is also acceptable.
- B. Carbon-Steel Headed Studs: ASTM A 108, Grades 1010 through 1020, cold finished and bearing the minimum mechanical properties for studs as indicated under PCI MNL 116, Table 3.2.3.; AWS D1.1, Type A or B, with arc shields.
- C. Carbon-Steel Plate: ASTM A 283/A 283M.

- D. Malleable Iron Castings: ASTM A 47/A 47M, Grade 32510 or 35028.
- E. Carbon-Steel Castings: ASTM A 27/A 27M, Grade U-60-30 (Grade 415-205).
- F. High-Strength, Low-Alloy Structural Steel: ASTM A 572/A 572M except silicon (Si) content in the range of 0 to 0.03 percent or 0.15 to 0.25 percent for materials to be galvanized. Steel with chemistry conforming to the formula $Si + 2.5P \leq 0.09$ is also acceptable.
- G. Carbon-Steel Structural Tubing: ASTM A 500, Grade B.
- H. Wrought Carbon-Steel Bars: ASTM A 675/A 675M, Grade 65 (Grade 450).
- I. Deformed-Steel Wire or Bar Anchors: ASTM A 1064/ A 1064M or ASTM A 706/A 706M.
- J. Carbon-Steel Bolts and Studs: ASTM A 307, Grade A or C (ASTM F 568M, Property Class 4.6) carbon-steel, hex-head bolts and studs; carbon-steel nuts (ASTM A 563/A 563M, Grade A); and flat, unhardened steel washers (ASTM F 844).
- K. Welding Electrodes: Comply with AWS standards.
- L. Finish: For exterior steel items and items indicated for galvanizing, apply zinc coating by hot-dip process according to ASTM A 123/A 123M, after fabrication, or ASTM A 153/A 153M, as applicable.
- M. Galvanizing Repair Paint: High-zinc-dust-content paint with dry film containing not less than 94 percent zinc dust by weight, and complying with DOD-P-21035A or SSPC-Paint 20.
- N. Accessories: Provide clips, hangers, plastic or steel shims, and other accessories required to install structural precast concrete units.

2.06 STAINLESS-STEEL CONNECTION MATERIALS

- A. Stainless-Steel Plate: ASTM A 666, Type 304, of grade suitable for application.
- B. Stainless-Steel Bolts and Studs: ASTM F 593, alloy 304 or 316, hex-head bolts and studs; stainless-steel nuts; and flat, stainless-steel washers. Lubricate threaded parts of stainless steel bolts with an anti-seize thread lubricant during assembly.
- C. Stainless-Steel Headed Studs: ASTM A 276 and bearing the minimum mechanical properties or studs as indicated under MNL 116, Table 3.2.3.

2.07 BEARING PADS

- A. Provide bearing pads for structural precast concrete units as follows:
 - 1. Elastomeric Pads: AASHTO M 251, plain, vulcanized, 100 percent polychloroprene (neoprene) elastomer, molded to size or cut from a molded sheet, 50 to 70 Shore A durometer according to ASTM D 2240, minimum tensile strength 2,250 psi (15.5 MPa) per ASTM D 412.
 - 2. Random-Oriented, Fiber-Reinforced Elastomeric Pads: Preformed, randomly oriented synthetic fibers set in elastomer. Surface hardness of 70 to 90 Shore A durometer. Capable of supporting a compressive stress of 3,000 psi (20.7 MPa) with no cracking,

splitting or delaminating in the internal portions of the pad. Test one specimen for each 200 pads used in the project.

3. Cotton-Duck-Fabric-Reinforced Elastomeric Pads: Preformed, horizontally layered cotton-duck fabric bonded to an elastomer. Surface hardness of 80 to 100 Shore A durometer. Conforming to Division II, Section 18.10.2 of AASHTO Standard Specifications for Highway Bridges, or Military Specification, MIL-C-882D.
4. Frictionless Pads: Polytetrafluoroethylene (PTFE), glass-fiber reinforced, bonded to stainless or mild-steel plates, of type required for in-service stress.
5. High-Density Plastic: Multimonomer, nonleaching, plastic strip capable of supporting construction loads with no visible overall expansion.

2.08 GROUT MATERIALS

- A. Sand-Cement Grout: Portland cement, ASTM C 150, Type I, and clean, natural sand, ASTM C 144, or ASTM C 404. Mix at ratio of 1-part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration.
- B. Nonshrink Grout: Premixed, packaged ferrous and non-ferrous aggregate shrink-resistant grout containing selected silica sands, Portland cement, shrinkage-compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, Grade A of consistency suitable for application with a 30-minute working time.

2.09 CONCRETE MIXES

- A. Prepare design mixes for each type of concrete required.
 1. Limit use of fly ash to 25 percent replacement of Portland cement by weight and granulated blast-furnace slag to 40 percent of Portland cement by weight; metakaolin and silica fume to 10 percent of Portland cement by weight.
- B. Design mixes may be prepared by a qualified independent testing agency or by qualified precast plant personnel at structural precast concrete fabricator's option.
- C. Limit water-soluble chloride ions to the maximum percentage by weight of cement permitted by ACI 318 (ACI 318M) or PCI MNL 116 when tested in accordance with ASTM C 1218/C 1218M.
- D. Normal-Weight: Proportion mixes by either laboratory trial batch or field test data methods according to ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:
 1. Compressive Strength (28 days): minimum 5,000 psi (34.5 MPa).
 2. Release Strength: as required by design
 3. Maximum Water-Cementitious Materials Ratio: 0.45.

2.10 FORM FABRICATION

- A. Form: Accurately construct forms, mortar tight, of sufficient strength to withstand pressures due to concrete-placement and vibration operations and temperature changes and for prestressing and detensioning operations. Coat contact surfaces of forms with release agent before reinforcement is placed. Avoid contamination of reinforcement and prestressing tendons by release agent.
 - 1. Maintain forms to provide completed structural precast concrete units of shapes, lines, and dimensions indicated, within fabrication tolerances specified.
- B. Edge and Corner Treatment: Uniformly chamfered or as built in on standard forms.

2.11 FABRICATION

- A. Cast-in Anchors, Inserts, Plates, Angles, and Other Anchorage Hardware: Fabricate anchorage hardware with sufficient anchorage and embedment to comply with design requirements. Accurately position for attachment of loose hardware and secure in place during precasting operations. Locate anchorage hardware where it does not affect position of main reinforcement or concrete placement. Do not relocate bearing plates in units unless approved by Architect.
 - 1. Weld headed studs and deformed bar anchors used for anchorage according to AWS D1.1 and AWS C5.4, "Recommended Practices for Stud Welding".
- B. Furnish loose steel plates, clip angles, seat angles, anchors, dowels, cramps, hangers, and other hardware shapes for securing precast concrete units to supporting and adjacent construction.
- C. Cast-in openings larger than 10 in. (250 mm) in any dimension. Do not drill or cut openings or prestressing strand without approval of ENGINEER.
- D. Reinforcement: Comply with recommendations in PCI MNL 116 for fabrication, placing, and supporting reinforcement.
 - 1. Clean reinforcement of loose rust and mill scale, earth, and other materials that reduce or destroy the bond with concrete. When damage to epoxy coated reinforcing exceeds limits specified ASTM A775/A775M repair with patching material compatible with coating material. Epoxy coat bar ends after cutting.
 - 2. Accurately position, support, and secure reinforcement against displacement during concrete-placement and consolidation operations. Locate and support reinforcement by metal or plastic chairs, runners, bolsters, spacers, hangers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place according to PCI MNL 116.
 - 3. Place reinforcing steel and prestressing steel to maintain a minimum 3/4 in. (19 mm) concrete cover. Increase cover requirements in accordance with ACI 318 when units are exposed to corrosive environment or severe exposure conditions. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position while placing concrete. Direct wire tie ends away from finished, exposed concrete surfaces.
 - 4. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and wire tie laps. Offset laps of adjoining widths to prevent continuous laps in either direction.

- E. Reinforce structural precast concrete units to resist handling, transportation, and erection stresses.
 - F. Prestress tendons for structural precast concrete units by either pretensioning or posttensioning methods. Comply with PCI MNL 116.
 - 1. Delay detensioning or post-tensioning of precast prestressed concrete units until concrete has reached its indicated minimum design release compressive strength as established by test cylinders cured under the same conditions as concrete member.
 - 2. Detension pretensioned tendons either by gradually releasing tensioning jacks or by heat-cutting tendons, using a sequence and pattern to prevent shock or unbalanced loading.
 - 3. If concrete has been heat cured, detension while concrete is still warm and moist to avoid dimensional changes that may cause cracking or undesirable stresses.
 - 4. Protect strand ends and anchorages exposed to severe environments with bitumastic, zinc-rich or epoxy paint.
 - G. Mix concrete according to PCI MNL 116 and requirements in this Section. After concrete batching, no additional water may be added.
 - H. Place concrete in a manner to prevent seams or planes of weakness from forming in precast concrete units. Comply with requirements in PCI MNL 116 for measuring, mixing, transporting, and placing concrete.
 - I. Thoroughly consolidate placed concrete by internal and/or external vibration without dislocating or damaging reinforcement and built-in items, and minimize pour lines, honeycombing or entrapped air on surfaces. Use equipment and procedures complying with PCI MNL 116.
 - J. Comply with ACI 306.1 procedures for cold-weather concrete placement.
 - K. Comply with ACI 305R recommendations for hot-weather concrete placement.
 - L. Identify pickup points of precast concrete units and orientation in structure with permanent markings, complying with markings indicated on Shop Drawings. Imprint or permanently mark casting date on each precast concrete unit on a surface that will not show in finished structure.
 - M. Cure concrete, according to requirements in PCI MNL 116, by moisture retention without heat or by accelerated heat curing using live steam or radiant heat and moisture. Cure units until the compressive strength is high enough to ensure that stripping does not have an effect on the performance or appearance of the final product.
- 2.12 FABRICATION TOLERANCES
- A. Fabricate structural precast concrete units straight and true to size and shape with exposed edges and corners precise and true so each finished unit complies with PCI MNL 116 or PCI MNL 135 product tolerances as well as position tolerances for cast-in items.
- 2.13 FINISHES
- A. Commercial (Structural) Finishes

1. Standard Grade: Normal plant-run finish produced in forms that impart a smooth finish to concrete. Surface holes smaller than 1/2 in. (13mm) caused by air bubbles, normal color variations, form joint marks, and minor chips and spalls are acceptable. Fill air holes greater than 1/4 in. (6 mm) in width that occur in high concentration (more than one per 2 in.² [1300 mm²]). Major or unsightly imperfections, honeycombs, or structural defects are not permitted. Allowable joint offset limited to 1/8 in. (3 mm).
- B. Apply roughened surface finish in accordance with ACI 318 to precast concrete units that will receive concrete topping after installation.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Deliver anchorage devices that are embedded in or attached to the building structural frame or foundation before start of such work. Provide locations, setting diagrams, and templates for the proper installation of each anchorage device.

3.02 EXAMINATION

- A. Examine supporting structure or foundation and conditions for compliance with requirements for installation tolerances, true and level bearing surfaces, and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.03 ERECTION

- A. Install loose clips, hangers, bearing pads, and other accessories required for connecting structural precast concrete units to supporting members and backup materials.
- B. Erect precast concrete level, plumb and square within the specified allowable tolerances. Provide temporary structural framing, supports and bracing as required to maintain position, stability, and alignment of units until permanent connections are completed.
 1. Install temporary steel or plastic spacing shims or bearing pads as precast concrete units are being erected. Tack weld steel shims to each other to prevent shims from separating.
 2. Maintain horizontal and vertical joint alignment and uniform joint width as erection progresses.
 3. Remove projecting lifting devices and use sand-cement grout to fill voids within recessed lifting devices flush with surface of adjacent precast concrete surfaces when recess is exposed.
 4. Provide and install headers of cast-in-place concrete or structural-steel shapes for openings larger than one slab width according to hollow-core slab unit fabricator's written recommendations.
- C. Connect structural precast concrete units in position by bolting, welding, grouting, or as otherwise indicated on approved Erection Drawings. Remove temporary shims, wedges, and spacers as soon as practical after connecting and/or grouting are completed.

- D. Full panel-width roof openings shall be supported by panel hangers designed by the hollow core plank roof manufacturer. Plank roof hangers shall be anchored to adjacent panels according to the manufacturer's recommendations.
 - E. Welding: Comply with applicable AWS D1.1 and AWS D1.4 requirements for welding, welding electrodes, appearance, quality of welds, and methods used in correcting welding work.
 - 1. Protect structural precast concrete units and bearing pads from damage by field welding or cutting operations and provide noncombustible shields as required.
 - 2. Clean weld affected metal surfaces with chipping hammer followed by brushing then apply a minimum 0.004 in. (100 mm) thick coat of galvanized repair paint to galvanized surfaces in conformance with ASTM A 780.
 - 3. Clean weld affected metal surfaces with chipping hammer followed by brushing then reprime damaged painted surfaces in accordance with manufacturer's recommendations.
 - 4. Visually inspect all welds critical to precast connections. Visually check all welds for completion and remove, reweld or repair all defective welds, if services of AWS- certified welding inspector are not furnished by OWNER.
 - F. Grouting or Dry Packing Connections and Joints: Erection drawings shall indicate joints to be grouted and any critical grouting sequences. Grout open spaces at keyways, connections and joints where required or indicated. Retain grout in place until hard enough to support itself. Pack spaces with stiff grout material, tamping until voids are completely filled. Place grout to finish smooth, level, and plumb with adjacent concrete surfaces. Fill joints completely without seepage to other surfaces. Promptly remove grout material from exposed surfaces before it affects finishes or hardens. Keep grouted joints damp for not less than twenty-four (24) hours after initial set.
 - 1. Trowel top of grout joints on roofs smooth to prevent any unevenness that might interfere with placing of, or cause damage, to insulation and roofing. Finish transitions due to different surface levels not steeper than 1 to 12.
 - 2. At Slab Ends (where shown on Drawings): Provide suitable end cap or dam in voids as required.
 - 3. For areas where slab voids are to be used as electrical raceways or mechanical ducts provide a taped butt joint at end of slabs, making sure the voids are aligned.
 - G. Field cutting of precast units is not permitted without approval of the ENGINEER.
 - H. Fasteners: Do not use drilled or powder-actuated fasteners for attaching accessory items to precast, prestressed concrete units unless approved by ENGINEER.
- 3.04 ERECTION TOLERANCES
- A. Erect structural precast concrete units level, plumb, square, true, and in alignment without exceeding the noncumulative erection tolerances of PCI MNL 135. Level out variations between adjacent members by jacking, loading, or any other feasible method as recommended by the manufacturer and acceptable to the Architect.

3.05 REPAIRS

- A. Repairs will be permitted provided structural adequacy, serviceability and durability of units and appearance are not impaired.
- B. Prepare and repair damaged galvanized coatings with galvanizing repair paint according to ASTM A 780.

3.06 PAINTING

- A. The underside (interior and exterior) and exposed sides of the hollow core slab units shall be painted per SECTION 09 96 00 – HIGH PERFORMANCE COATINGS.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. This section will be measure in the bid for supplying, installing, and testing per cubic yard of structural precast pretensioned concrete.

4.02 PAYMENT

- A. The bid items include all components of the work, including testing of new structural precast pretensioned concrete, required for the completion of the job in every respect except as may be otherwise provided in these specifications. CONTRACTOR shall include the furnishing of all materials and labor, including any incidental labor, in its bid prices.

END SECTION

SECTION 31 00 00
EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for slabs-on-grade, walks, and pavements.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Subsurface drainage backfill for walls and trenches.
 - 4. Excavating and backfilling for utility trenches pits for buried utility structures.

1.02 RELATED SECTIONS INCLUDE THE FOLLOWING:

- A. Section 01 50 00 – “Temporary Facilities and Controls” for temporary utilities, temporary construction and support facilities, temporary security and protection facilities,
- B. Section 01 57 23 – “Storm Water Pollution Prevention Plan” for temporary erosion and sedimentation control procedures.
- C. Section 31 50 00 – “Excavation Support and Protection.” for trench safety and protection.

1.03 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
- B. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
- C. Final Backfill: Backfill placed over initial backfill to fill a trench.
- D. Bedding Course: Course placed over the excavated subgrade in a trench before laying pipe.
- E. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
- G. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by ENGINEER. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- H. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by ENGINEER. Unauthorized excavation, as well as remedial work directed by ENGINEER, shall be without additional compensation.
- I. Fill: Soil materials used to raise existing grades.

- J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- K. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- L. Topsoil: On-site material, 4 in. in depth stripped from designated borrow areas as shown by ENGINEER. If no approved material is available, CONTRACTOR shall import material approved by ENGINEER.
- M. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.04 SUBMITTALS

- A. Product Data: For the following:
 - 1. Each type of plastic warning tape.
 - 2. Geotextile.
 - 3. Controlled low-strength material, including design mixture.

1.05 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740.

1.06 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by OWNER or others unless permitted in writing by ENGINEER and then only after arranging to provide temporary utility services according to requirements indicated.
 - 1. Notify ENGINEER not less than four (4) days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without ENGINEER's written permission.
 - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies or OWNER to shut off services if lines are active.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

- A. General: Provide all borrow soil materials from on-site borrow areas if available and approved by ENGINEER. Off-site material, if necessary, shall be imported by the CONTRACTOR, as approved by ENGINEER.

- B. Satisfactory Soils: ASTM D 2487 Soil Classification Groups GW, GP, GM, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 3 in. dimension in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487 or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Pipe Bedding Course: #57 crushed stone per ASTM C-33, unless shown otherwise on the drawings. This material shall be used in the entirety of the pipe bedding envelope and where shown on the plans.
- E. Select Fill: Satisfactory Soils possessing an Atterberg Plasticity index (P.I.) from 3% to 15%, and with a liquid limit of 30% or less.

2.02 CONTROLLED LOW-STRENGTH MATERIAL (FLOWABLE FILL)

- A. Controlled Low-Strength Material: Low-density, self-compacting, flowable concrete material as follows:
 - 1. Portland Cement: ASTM C 150, Type [II].
 - 2. Fly Ash: ASTM C 618, Class C or F.
 - 3. Fine Aggregate: All fine aggregate shall conform to the grading and quality requirements of ASTM C33.
 - 4. Coarse Aggregate: Coarse aggregate shall conform to the grading and quality requirements of ASTM C33 for size No. 476, No. 57, or No. 67.
 - 5. Water: The batch mixing water and mixer washout water shall conform to the requirements of ASTM C94.
 - 6. Chemical admixtures that do not contain calcium chloride and conform to ASTM C494/C494M for concrete may be used in the CLSM mix.
 - 7. All chemical admixtures shall be compatible with the cement and all other admixtures in the batch.
- B. Produce low-density, controlled low-strength material with the following physical properties:
 - 1. Strength: CLSM shall have a minimum twenty-eight (28) day compressive strength of one hundred (100) psi when molded and cured as in conformance with ASTM D4832.
 - 2. The CLSM shall have a minimum cement content of fifty (50) pounds per cubic yard. The water-cementitious materials ratio of the mix shall not exceed three and one-half to one (3.5:1).
 - 3. Air-Entrainment: All CLSM shall be air entrained to a total air content of approximately five percent (5%).

4. Slump: The minimum slump shall be six (6) inches and the maximum slump shall be eight (8) inches when tested in accordance with ASTM D6103.
5. Aggregate: Fine aggregate shall be between fifty percent (50%) and sixty percent (60%) by volume of the total aggregates in the CLSM mix.
6. The consistency of the CLSM slurry shall be such that the material flows easily into all openings between the pipe and the lower portion of the trench.
 - a. When trenches are on a steep slope, a stiffer mix of slurry may be required to prevent CLSM from flowing down the trench.
 - b. When a stiffer mix is used, vibration shall be performed to ensure that the CLSM slurry completely fills all spaces between the pipe and the lower portion of the trench.

2.03 ACCESSORIES

- A. Detectable Warning Tape: Acid and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 in. wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 in. deep; colored as follows:
 1. Red: Electric.
 2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water systems.
 5. Green: Sewer systems

PART 3 - EXECUTION

3.01 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect and maintain erosion and sedimentation controls, which are specified in SECTION 01 57 23 – “Stormwater Pollution Prevention Plan”, during earthwork operations.
- C. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.
- D. Dust Control
 1. Use all means necessary to control dust on the Work area or if resulting from the condition in which the CONTRACTOR leaves the site.

2. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the neighbors.

3.02 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.
- C. Seepage waters may be encountered in portions of the work area. The CONTRACTOR shall design and construct temporary dewatering systems to such extend that the required construction can be accomplished.
- D. The CONTRACTOR shall not be allowed to dam the existing drainage ditch or alter the movement of water within the drainage ditch.
- E. Impacted water, as deemed by the OWNER or ENGINEER, shall be collected and contained. The CONTRACTOR shall remove impacted water offsite in accordance with local, state, and federal requirements.

3.03 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.04 EXCAVATION

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 24 in. outside of concrete forms other than at footings.
 - b. 12 in. outside of concrete forms at footings.
 - c. 6 in. outside of minimum required dimensions of concrete cast against grade.

- d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - e. 6 in. beneath bottom of concrete slabs on grade.
 - f. 6 in. beneath pipe in trenches, and the greater of 24 in. wider than pipe or 42 in. wide.
- B. Excavate for structures to indicated elevations and dimensions within a tolerance of plus or minus 1 in. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 in. Do not disturb bottom of excavations intended as bearing surfaces.
- C. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.
- D. Excavation for Utility Trenches
 - 1. Trenches shall be excavated by a trenching machine, backhoe or dragline, except in locations where hand trenching is required. The banks of trenches shall be vertical, to a point 1 ft. above the top of the pipe.
 - 2. Trenches shall be excavated to the lines and grades laid out by the ENGINEER or as shown on the plans. No change in locations of the lines is contemplated, but should any changes be made in the lines not materially altering the amount or character of the trenching to be done, the CONTRACTOR shall proceed with the changed alignment. In case any change involves greater construction difficulties than the original alignment, the OWNER and the ENGINEER shall agree with the CONTRACTOR for extra compensation thereof, prior to the construction of the changed line or lines.
 - 3. The width of the trench shall be as shown on the drawings.
 - 4. Trenches for sanitary utility lines shall be of such depth so that the pipe may be laid at the invert elevation shown on the plans and/or established by the grade stakes set by the CONTRACTOR. Horizontal and vertical control points shall be furnished by OWNER.
 - 5. The excavation shall not advance more than 300 ft. ahead of the completed backfilled line. Pipe shall be laid in all trenches that have been opened at the end of each day's work unless the CONTRACTOR secures written permission to do otherwise from the ENGINEER.
 - 6. If the bottom of the trench becomes an unstable foundation for the pipe through the neglect of the CONTRACTOR to adequately shore or dewater the trench, the CONTRACTOR shall be required to remove the unstable material and backfill the trench

to the proper grade with approved compacted gravel, and no extra compensation shall be granted for this material or work.

7. Also, if the trench is inadvertently excavated deeper than necessary, it shall be backfilled to the proper grade with approved compacted gravel at the CONTRACTOR'S expense.
8. However, if the undisturbed material encountered at the grade depth constitutes, in the opinion of the ENGINEER, an unstable foundation for the pipe, the CONTRACTOR shall be required to remove such unstable material and backfill the trench to the proper grade with approved compacted gravel. Compensation shall be made to the CONTRACTOR in accordance with the unit price bid for extra granular embedment or backfill.
9. The CONTRACTOR shall remove any water which collects in the trenches while utility pipes are being laid. In no case shall water be allowed to run over the invert or foundation or through the utility without permission from the ENGINEER. Water encountered shall be disposed of by the CONTRACTOR in a manner satisfactory to the ENGINEER.
10. The bottoms of the trenches for all utilities shall be carefully and truly graded, formed, and lined according to the grades and dimensions furnished by the ENGINEER. They shall be approved by the ENGINEER before any utility pipe is laid therein. Bell holes shall be excavated by hand.
11. The CONTRACTOR shall excavate all trenches, including work necessary in working around existing pipelines or other obstructions. The CONTRACTOR shall give notice to the Owners of any such lines or obstructions in order that they may have time to take the necessary precautions for protecting their property. The CONTRACTOR shall be responsible for protecting the OWNER from any damage from his operations in such work.
12. In rock, excavation shall be carried 3 in. below the bottom of the pipe, and loose earth or gravel, thoroughly tamped, shall be used for backfilling to the grade of the bottom of the pipeline.
13. After inspection of pipelines has been finished on any completed portion of the work, the trench may be backfilled. Backfilling shall be accomplished in compliance with the applicable portions of these specifications.
14. Trenches deeper than 5 ft. shall meet the requirements of Section 31 50 00 – “Excavation Support and Protection.”

3.05 SUBGRADE INSPECTION

- A. Notify ENGINEER when excavations have reached required subgrade.
- B. If ENGINEER determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by ENGINEER, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by ENGINEER, without additional compensation.
1. Remove damaged subgrade material to depth specified by ENGINEER. Backfill with engineered fill moisture conditioned and compacted in maximum 8 in. lifts as specified in Section 3.15.

3.06 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by ENGINEER.
1. Fill unauthorized excavations under other construction or utility pipe as directed by ENGINEER.

3.07 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
- B. Stockpile soil materials away from edges of excavations. Do not store within drip line of remaining trees.
- C. CONTRACTOR shall dispose off-site all stockpile soil materials that are not required for fill, grading, etc., in accordance with local and state regulations, unless otherwise directed by ENGINEER.

3.08 PROOF ROLLING

- A. Compacted fill area subgrade shall be proof rolled to detect any areas of weakness.
1. Areas of weakness shall be undercut to firm soils and recompact to at least 90 percent of maximum density in accordance with ASTM D698.
 2. The proof rolling equipment shall consist of not less than four pneumatic tired wheels, running on axles carrying not more than two wheels, and mounted in a rigid frame and provided with loading platform or body suitable for ballast loading.

- a. All wheels shall be arranged so that they will carry approximately equal loads when operating on uneven surfaces.
 - b. The proof roller under working conditions shall have a rolling width of from 8 ft. to 10 ft., and shall be so designed that, by ballast loading, the gross load may be varied uniformly from 25 tons to 50 tons.
 - c. The tires shall be capable of operating under the various loads with variable air pressure up to 150 lbs. per square inch.
 - d. Tires shall be practically full of liquid.
 - 1) (Tires shall be considered as being practically full of liquid, when liquid will flow from the valve stem of a fully inflated tire with the stem in the uppermost position).
 3. The proof roller shall be drawn by a suitable crawler type tractor or rubber tired tractor of adequate tractive effort, or may be of self-propelled type, and the roller unit when drawn or propelled by either type of equipment shall be considered a heavy pneumatic tire proof roller unit.
 - a. There shall be a sufficient quantity of ballast available to load the equipment to a maximum gross weight of 50 tons.
 - B. In lieu of the rolling equipment specified, the CONTRACTOR may, upon written permission from the OWNER'S Representative, operate other compacting equipment that will produce equivalent results in the same period of time as the specified equipment.
 1. If the substituted compaction equipment fails to produce the desired results within the same period of time as would be expected of the specified equipment, and determined by the OWNER'S Representative, its use shall be discontinued.
- 3.09 BACKFILL
- A. Place and compact backfill in excavations promptly, but not before completing the following:
 1. Construction below finish grade including, where applicable, subsurface drainage, damp proofing, and waterproofing.
 2. Surveying locations of underground utilities for Record Documents.
 3. Testing and inspecting underground utilities.
 4. Removing concrete formwork.
 - a. Concrete in walls shall have attained the required twenty-eight (28) day compressive strength before any backfill is placed.
 - b. If a floor or structural system frames into a floor, no backfill shall be placed against walls until floors at the top and bottom have been in place fourteen (14) days unless authorization has been received from the OWNER in writing.
 5. Removing trash and debris.

6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.10 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Install bedding and backfill according to the dimensions shown in the Drawings.
- C. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- D. Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 03 30 00 – “Cast-In-Place Concrete.”
- E. Place and compact initial backfill of satisfactory soil, free of particles larger than 1 in. in any dimension, to a height of 12 in. over the utility pipe or conduit, unless otherwise indicated in Drawings.
 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.
- F. Backfill voids with satisfactory soil while installing and removing shoring and bracing.
- G. Place and compact select backfill of satisfactory soil to final subgrade elevation.
- H. Controlled Low-Strength Material: Where indicated, place final backfill of controlled low-strength material to final subgrade elevation.
- I. Install warning tape directly above utilities, 12 in. below finished grade, except 6 in. below subgrade under pavements and slabs.

3.11 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than one (1) vertical to four (4) horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 1. Under grass and planted areas, use satisfactory soil material.
 2. Under walks and pavements, use satisfactory soil material.
 3. Under steps and ramps, use engineered fill.
 4. Under building slabs, use engineered fill.

- 5. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.
- D. For landscape berms
 - 1. From on-site borrow area.
 - 2. Topsoil from on-site stripping.

3.12 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.13 COMPACTION OF SOIL BACKFILL AND FILL

- A. Place backfill and fill soil materials in layers not more than 8 in. in loose depth for material compacted by heavy compaction equipment, and not more than 4 in. in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 in. of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 in. below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 3. Under unpaved areas, scarify and recompact top 4 in. below subgrade and compact each layer of backfill or fill soil material at 95 percent.
 - 4. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.

3.14 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Unpaved Areas: Plus, or minus 1 in.
 2. Walks: Plus, or minus 1 in.
 3. Pavements: Plus, or minus 1/2 in.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 in. when tested with a 10 ft. straightedge.

3.15 FIELD QUALITY CONTROL

- A. Testing Agency: CONTRACTOR will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing, as approved by ENGINEER.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by ENGINEER.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 6938, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one (1) test for every 2,000 sq. ft. or less of paved area or building slab, but in no case fewer than three (3) tests.
 2. Foundation Wall Backfill: At each compacted backfill layer, at least one (1) test for each 100 ft. or less of wall length, but no fewer than two (2) tests.
 3. Trench Backfill: At each compacted initial and final backfill layer, at least one (1) test for each 100 ft. or less of trench length, but no fewer than two (2) tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.16 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

- B. Repair and reestablish grades to the specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by ENGINEER; reshape and recompact.
 - 2. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 3. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Transport satisfactory surplus to designated storage areas on OWNER'S property. Stockpile or spread soil as directed by ENGINEER.
 - 1. Remove waste material, including unsatisfactory fill soil, trash, and debris, and legally dispose of it off OWNER'S property.
 - 2. CONTRACTOR shall remove all surplus material and dispose of off-site in accordance with local and state regulations if OWNER declines to keep such material on site. This cost shall be included in the CONTRACTOR'S bid price.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

- A. The work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices stated in the Proposal.

END OF SECTION

SECTION 31 23 19.13

CARE OF WATER

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The work covered by this section of the specifications consists of furnishing all labor, equipment, and materials, and of performing all operations in connection with the care of water during construction, complete, in strict accordance with this section of the specifications and the applicable drawings, and subject to the terms and conditions of the contract.

1.02 CONDUCT OF WORK

- A. All permanent work shall be constructed in areas continuously maintained free of water. The Contractor shall construct and maintain such dikes, plugs, diversion and drainage channels, and/or other protective work as necessary as to continuously protect the area. The Contractor shall also furnish, install, maintain, and operate all necessary pumping and other equipment for continually dewatering the work area. All temporary protective works and dewatering equipment shall be removed by the Contractor after serving their purposes.
- B. All work shall be staged and conducted in such a manner that no constriction of flow capacity in the channel occurs. At all times, conveyance in the channel should be maintained at least at the level of the existing channel prior to construction. The contractor shall submit a plan for review and approval, outlining in detail his proposed excavation/construction staging. The plan shall specifically address care of water.
- C. Seepage waters may be encountered in portions of the work area. The Contractor shall design and construct temporary dewatering systems to such extent that the required construction can be accomplished.
- D. The contractor shall not be allowed to dam the existing drainage ditch or alter the movement of water within the drainage ditch.

1.03 PAYMENT

- A. No separate payment will be made for work covered under this section of the specifications and all costs in connection therewith shall be included in the contract price for the work items to which the work pertains.

END OF SECTION

SECTION 31 50 00
EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes

1. Trench safety system for the construction of trench excavations.
2. Trench safety system for structural excavations which fall under provisions of State and Federal trench safety laws.

1.02 DEFINITIONS

- A. A trench shall be defined as a narrow excavation (in relation to its depth) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet.
- B. The trench safety system requirements will apply to larger open excavations if the erection of structures or other installations limits the space between the excavation slope and these installation to dimensions equivalent of a trench as defined.
- C. Trench Safety Systems include but are not limited to sloping, sheeting, trench boxes or trench shields, sheet piling, cribbing, bracing, shoring, dewatering or diversion of water to provide adequate drainage.
- D. Trench Safety Program is the safety procedures governing the presence and activities of individuals working in and around trench excavations.

1.03 SUBMITTALS

- A. Submit in accordance with specifications.
- B. Submit a safety program specifically for the construction of trench excavation. Design the trench safety program to be in accordance with OSHA 29CFR standards governing the presence and activities of individuals working in and around trench excavations.
- C. Construction and shop drawings containing deviations from OSHA standards or special designs shall be sealed by a licensed Engineer retained and paid by CONTRACTOR.
- D. Review of the safety program by the City Engineer will only be in regard to compliance with this specification and will not constitute approval by the City Engineer nor relieve CONTRACTOR of obligations under State and Federal trench safety laws.
- E. Submit certification that trench safety system will not be subjected to loads exceeding those which the system was designed to withstand according to the available construction and geotechnical information.

1.04 REGULATORY REQUIREMENTS

- A. Install and maintain trench safety systems in accordance with the detail specifications set out in the provision of Excavations, Trenching, and Shoring, Federal Occupation Safety and Health Administration (OSHA) Standards, 29CFR, Part 1926, Subpart P, as amended, including Final Rule, published in the Federal Register Vol. 54, No. 209 on Tuesday, October 31, 1989. The sections that are incorporated into these specifications by reference include Sections 1926-650 through 1926-652.
- B. A reproduction of the OSHA standards included in "Subpart P - Excavations" from the Federal Register Vol. 54, No. 209 is available upon request to CONTRACTORS bidding on City projects. The City assumes no responsibility for the accuracy of the reproduction. The CONTRACTOR is responsible for obtaining a copy of this section of the Federal Register.
- C. Legislation that has been enacted by the Texas Legislature with regard to Trench Safety systems, is hereby incorporated, by reference, into these specifications. Refer to Texas Health and Safety Code Ann., §756.021 (Vernon 1991).
- D. Reference materials, if developed for a specific project, will be issued with the Bid Documents, including the following:

1.05 INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold harmless the OWNER, his employees and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgements or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches constructed under this Contract.
- B. CONTRACTOR acknowledges and agrees that this indemnity provision provides indemnity for the OWNER in case the OWNER is negligent either by act or omission in providing for trench safety, including, but not limited to safety program and design reviews, inspections, failures to issue stop work orders, and the hiring of the CONTRACTOR.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Install and maintain trench safety systems in accordance with provisions of OSHA 29CFR.
- B. Install specially designed trench safety systems in accordance with the CONTRACTOR'S trench excavation safety program for the locations and conditions identified in the program.
- C. A competent person, as identified in the CONTRACTOR'S Trench Safety Program, shall verify that trench boxes and other premanufactured systems are certified for the actual installation conditions.

3.02 INSPECTION

- A. CONTRACTOR, or CONTRACTOR'S independently retained consultant, shall make daily inspections of the trench safety systems to ensure that the installed systems and operations meet OSHA 29CFR and other personnel protection regulations requirements.

- B. If evidence of possible cave-ins or slides is apparent, CONTRACTOR shall immediately stop work in the trench and move personnel to safe locations until the necessary precautions have been taken by CONTRACTOR to safeguard personnel entering the trench.
- C. Maintain a permanent record of daily inspections.

3.03 FIELD QUALITY CONTROL

- A. CONTRACTOR shall verify specific applicability of the selected or specially designed trench safety systems to each field condition encountered on the project.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. This section will be measured by the linear foot along the long axis of the trench where the depth of trench exceeds 5 ft. This measurement includes all required trench protection, including trench ends.
- B. No payment will be made under this section for trench safety systems for structural excavations, tunnel shafts, auger pits, or excavation for trenchless installations, and also for any necessary non trenchless installations included in the aforementioned methods of construction unless included as a bid item in Documents 00400 – Bid Form. Include payment for trench safety systems in applicable structural or utility installation sections.

4.02 PAYMENT

- A. This price is full compensation for excavation and backfill required for excavation protection; furnishing, placing, and removing shoring, sheeting, or bracing; de-watering or diversion of water; jacking and jack removal; and equipment, labor, materials, tools, and incidentals.
- B. The work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices stated in the Proposal.

END OF SECTION

SECTION 32 01 26
ASPHALT PAVEMENT RESTORATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This section shall govern the placing and furnishing of hot-mix asphalt pavement specifically as it applies to restoration after utility trenching.

1.02 SUBMITTALS

- A. Submit in accordance with specifications.
- B. Mix design and or product data of all materials shall be submitted for inspection and acceptance upon ENGINEER'S request.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Hot Mix Asphaltic Concrete Surface Course shall be plant mixed, hot laid Type D (Fine Graded Surface Course) 3.0 compacted inches thick, meeting the master specification requirements of **TxDOT's Standard Specification's Item 340**, and specific criteria for the job mix. The mix shall be designed for a stability of at least 40 when compacted to between 92 and 97 percent of the maximum theoretical density as measured by ASTM D2041.
- B. Crushed Limestone Base shall be composed of crushed limestone. The Crushed Limestone shall meet the requirements of **TxDOT's Standard Specifications, Item 247, Grade 1, Type A.**

2.02 ACCESSORIES

- A. Primer: MC-30 Medium curing, liquid asphalt meeting **TxDOT's Item 300** for Medium Curing Cutback asphalt. CONTRACTOR shall apply at the rate of 0.2 gal./sq. yd. to seal base and at a rate of 0.05 gal./sq. yd. to "seal" to concrete surface of gutter and other concrete surfaces.
- B. Tack Coat: If required, MC-30 Medium curing, liquid asphalt meeting **TxDOT's Item 300** for Medium Curing Cutback asphalt. CONTRACTOR shall apply at the rate of 0.05 gal./sq. yd. to "bond" to a previous asphaltic surface.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Include a tack coat when the binder course has been used as a temporary construction road or when presence of organic material prevents proper adhesion of finish course. Thoroughly sweep and clean or power wash before applying the tack coat.
- B. Mixtures delivered to the site will be inspected and shall not possess signs of segregation of ingredients or surface crust. The temperature of the mix delivered to the spreader will be a minimum 250° F. Mixtures stored for any length of time in an asphalt storage silo will not be allowed to be placed on site.
- C. The mixture will be thoroughly compacted using a mechanical drum roller, of sufficient capacity to accomplish the compaction, making a minimum of four (4) passes in each direction over the newly placed hot asphalt mat or until satisfied by the engineer in charge that it has been thoroughly compacted. All material placed shall receive final compaction before nightfall of the day placed, unless artificial light, satisfactory to the engineer, is provided. No mixture will be placed on wet or frozen surfaces or when wind conditions are such that rapid cooling will prevent satisfactory compaction. Mixtures will be placed as follows:
- D. Binder – mid-April through mid-December, provided all conditions are favorable and approved by the Designer;
- E. Finish – mid May up to Thanksgiving, with the same criteria as above. In no instance will any pavement be placed during the winter.
- F. The density of all compacted completed paving will be 95% of the density obtained from laboratory compaction of a mixture composed of the same materials in like proportions. The Designer will be responsible for providing a testing laboratory experienced in these testing procedures and will provide copies of all lab and field test results to all concerned

3.02 CONSTRUCTION

- A. All streets, sidewalks, gutters, and curbs damaged by the contractor's operations shall be restored to a condition at least equal to that in which they were found immediately prior to the beginning of operations.
- B. Temporary paving will be placed in accordance with the requirements stated above and will be allowed to "weather" over the winter before final, permanent paving is placed. In any case, all structures located within the pavement area, i.e. rims, covers, gate boxes, etc, previously raised will be protected by "ramping up" with a layer of asphalt around each structure.
- C. Prior to placement of final paving, the existing pavement will be inspected and any and all areas that have settled or are in need of repair, will be addressed under the supervision of the Designer and to his overall satisfaction. All loose or damaged material in the existing pavement shall be removed and a leveling course shall be installed at depths and locations as directed by the engineer to fill existing holes and depressions, or to improve roadway crowns.
- D. All surfaces to receive final, new permanent paving shall be dry and thoroughly cleaned of foreign or loose material. A compatible prime or tack coat shall be applied, depending on the

condition of the existing surface. All castings and edge stones shall be protected from the tack coat.

- E. Where curbing is present, the new pavement shall be planned so that the curb reveal will be the same prior to and following the placement of permanent paving.
- F. Survey existing curbing to document in the Contract Documents the condition before any work begins. Curbing to be reset shall be carefully removed and stored. Any curbing damaged by the Contractor or lost due to his negligence shall be replaced at his expense.
- G. The contractor shall maintain pavement placed by him under his contract for a period of one year and shall promptly fill all depressions and holes that may occur with similar materials to keep the pavement in a safe and satisfactory condition for traffic.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Asphalt pavement will be measured by the square yard. The dimensions for determining the surface areas are established by the depths and widths shown on the plans and the lengths measured at placement

4.02 PAYMENT

- A. This price is full compensation for the removal and processing of the existing pavement; for preparing, hauling, and placing materials; for all freight involved; for all manipulations, including rolling and brooming; and for all labor, tools, equipment, and incidentals necessary to complete the work. This price also includes any surface treatment that is allowed on the plans but not required to complete the above work.

END OF SECTION

SECTION 32 92 13
HYDROMULCHING

PART 1 - GENERAL

1.01 SCOPE

- A. This item shall consist of sowing of seeds, fertilizing, mulching with cellulose fiber and other management practices along and across such areas as are indicated or as directed by the Engineer.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Seed:

1. All seed must meet the requirements of the Texas Seed Law including the labeling requirements for showing pure live seed (PLS), name and type of seed. Seed furnished shall be of the previous season's crop and the date of analysis shown on each bag shall be within nine months of the time of delivery to the project.
2. Each variety of seed shall be furnished and delivered in separate bags or containers. A sample of each variety of seed shall be furnished for analysis and testing when directed by the Engineer.
3. The amount of seed planted per acre shall be of the type specified below.

B. Water:

1. Water shall be clean and free of industrial wastes and other substances harmful to the growth of grass, or the area irrigated.

C. Fertilizer:

1. The fertilizer used shall have an analysis of 13-13-13.

D. Cellulose Fiber Mulch:

1. Cellulose Fiber Mulch shall be natural cellulose fiber much produced from grinding clean whole wood chips. The mulch shall be designed for use in conventional mechanical planting, hydraulic planting of seed or hydraulic mulching of grass seed, either alone or with fertilizers and other additives.
2. The mulch shall be such that, when applied, the material shall form a strong, moisture-retaining mat without need of an asphalt binder.

PART 3 - EXECUTION

3.01 SEEDING

- A. The seed bed shall be previously prepared as specified and hydraulic planting, which is capable of placing all material in a single operation, shall be used.

- B. March 1 to September 15 C Hydraulic planting mixture and minimum rate of application per 1000 square feet:

| Hulled Bermuda Seed (PLS=0.83) | Water Soluble Fertilizer | Natural Wood Fiber Mulch | Soil Tackifier |
|---------------------------------------|---------------------------------|---------------------------------|-----------------------|
| 1 lb. | 15 lb. | 45.9 lb. | 1.4 lb. |

- C. September 15 to March 1 C Add 7 pounds per 1000 square feet of winter rye with a PLS=0.83 to above mixture.

PART 4 - MEASUREMENT & PAYMENT

4.01 MEASUREMENT

- A. Measurement will be by the square yard of surface area as shown on the plans.

4.02 PAYMENT

- A. The work performed and materials furnished, as prescribed by this item, and measured as provided under Measurement, will be paid for at the lump sum price.
- B. This price is full compensation for furnishing materials, including water for hydromulching operations, mowing, labor, equipment, tools, supplies, and incidentals. Fertilizer will not be paid for directly but will be subsidiary to this Section.

END OF SECTION

SECTION 33 05 05.48
TESTING OF PIPELINES

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, tools, equipment and related items required to perform exfiltration testing and deflection testing of facility piping system and to perform pressure and leakage testing of pressure pipelines.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 GENERAL

- A. Hydrostatic pressure and leakage tests shall be made on all pressure pipelines carrying water or wastewater.
- B. All labor and equipment, including test pump with regulated by-pass meters and gauges required for conducting pipeline tests, shall be furnished by the CONTRACTOR. The CONTRACTOR shall furnish equipment and necessary piping as required to transport water used in testing from source to test location.
- C. Time and sequence of testing shall be scheduled by the CONTRACTOR, subject to observation and approval by the OWNER. The CONTRACTOR shall provide adequate labor, tools and equipment to operate valves and to locate and repair any leaks discovered during the initial filling of the pipeline prior to actual testing or during the course of the tests.

3.02 CLEANING

- A. At the conclusion of the work, thoroughly clean all pipelines by flushing with water or other means to remove all dirt, stones, pieces of wood, or other material that may have entered the pipes during the construction period. Debris cleaned from the lines shall be removed from the low end of the pipeline. If after this cleaning, obstructions remain, they shall be removed. After the pipelines are cleaned and if the groundwater level is above the pipe or following a heavy rain, the ENGINEER will examine the pipes for leaks. If any defective pipes or joints are discovered, they shall be repaired.

3.03 TEST PROCEDURES FOR GRAVITY PIPELINES

- A. Gravity pipelines shall be installed and backfilled and then tested using either Exfiltration Water Testing or Low Pressure Air Testing. In addition, flexible pipes shall be tested using an Allowable Deflection Test.
 - 1. Exfiltration Water Testing
 - a. The section of pipe to be tested shall be filled with water and allowed to stand for such time as is required for the pipeline to adsorb such water as it will and for the escape of all air from the line. The sections undergoing test shall be carefully

examined for leakage. All known leaks shall be repaired, regardless of these test requirements.

- b. The line shall then be filled to a reference level in manhole or in a reservoir of sufficient capacity to allow for a reference level to be established. The reservoir must be of sufficient capacity as to not allow the water level to drop below the crown of the pipe during the 24-hour test period. If the water level drops below the crown of the pipe, the test shall be voided and run again or until such time the water level is maintained above the crown throughout the duration of the test.
- c. At the end of a 24-hour period, water, if needed, shall be added to the line to bring the water level back to the referenced line. All water added shall be accurately measured by an approved water meter so that an exfiltration rate can be established.
- d. Leakage during the above test shall not exceed a rate equal to 25 gallons per inch of internal diameter per mile per twenty-four hours.
- e. All observed leaks shall be repaired regardless of the measured leakage rate.

2. Low Pressure Air Testing

- a. This test shall conform to the procedure described in ASTM C828, ASTM C924 or other appropriate procedures. For safety reasons, air testing of sections of pipe shall be limited to lines less than 36 in. average inside diameter. Lines 36 in. average inside diameter and larger may be air tested at each joint. The minimum time allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge during a joint test, regardless of pipe size, shall be 20 seconds. For sections of pipe less than 36 in. average inside diameter, the maximum time allowable for the pressure to drop from 3.5 pounds per square inch gauge to 2.5 pounds per square inch gauge shall be computed by the following equation:

$$T = 0.085 (D) (K) / (Q)$$

where T = time for pressure to drop 1.0 pounds per square inch gauge in seconds

K = 0.00049DL, but not less than 1.0

D = average inside diameter in inches

L = length of line of same pipe size being tested in feet

Q = rate of loss, assume 0.0015 ft³/min/sq. ft. internal surface

- a. All observed leaks shall be repaired regardless of the air test results.

3. Allowable Deflection Test

- a. Pipe deflection testing shall be conducted on all gravity pipes constructed of flexible materials (PVC or other plastic materials).

- b. Pipe deflection measured not less than ninety (90) days after the backfill has been completed as specified shall not exceed five (5.0) percent. Deflection shall be computed by multiplying the amount of deflection (nominal diameter less minimum diameter when measured) by 100 and dividing by the nominal diameter of the pipe.
- c. Deflection shall be measured with a rigid mandrel device cylindrical in shape and constructed with a minimum of nine evenly spaced legs. The outer diameter of the legs shall be 95 percent of the pipe's actual internal diameter. Drawings of the mandrel with complete dimensions shall be submitted to the ENGINEER for each diameter of pipe to be tested. The mandrel shall be hand pulled by the CONTRACTOR through all sewer lines.
- d. Any section of sewer not passing the mandrel shall be uncovered at the CONTRACTOR'S expense and the bedding and backfill replaced to prevent excessive deflection. Repaired pipe shall be retested.

3.04 TEST PROCEDURES FOR PRESSURE PIPELINES

A. General

- 1. After the pipe has been laid and backfilled and the backfill has been otherwise consolidated, all newly laid pipe, or any valved section thereof, shall be subjected to the hydrostatic pressure and leakage tests specified below for that particular type of pipe. The duration of each hydrostatic pressure test shall be at least one hour and each leakage test at least four hours, unless otherwise specified or noted on the Drawings. All meters, fixtures, devices or appliances which are connected to the pipeline system and which might be damaged if subjected to the specified test pressure shall be disconnected and the ends of the branch lines plugged or capped during the testing procedures.
- 2. Each valved (capped or plugged) section of pipe shall be filled slowly with water and all air shall be expelled. If permanent air vents are not located at all high points, the CONTRACTOR shall install corporation or blow-off cocks at such points so that air can be expelled as filling takes place. After verification that all air has been expelled, the cocks shall be closed and the pipe kept filled until tested. All exposed pipe, fittings, valves, hydrants and joints shall be examined while under test pressure and all visible leaks shall be stopped. Any cracked or defective pipe, fittings, valves or hydrants discovered during testing shall be removed and replaced by the CONTRACTOR. Replacement shall be with sound material and the test shall be repeated until satisfactory to the OWNER.

- B. Special Requirements. Where any section of pipeline is provided with concrete thrust blocking, the hydrostatic pressure test shall not be made until at least five (5) days have elapsed after installation of the blocking. However, if high-early-strength cement is used in the concrete, two (2) days shall have elapsed prior to testing.

C. Hydrostatic Pressure Tests

- 1. After compliance with all applicable procedures described above, pressure of 150 percent of the pipe's normal operating pressure shall be applied, unless another test pressure is specified for the type of pipe being tested. This pressure, based on the lowest point of the line or section under test, shall be corrected to the relative elevation of the test gauge

and the pressure maintained for a period of not less than one (1) hour. CONTRACTOR shall coordinate all test pressures with ENGINEER.

2. Pipe Test Pressure Summary Schedule

| Pipe ID | Test Pressure, psi |
|---|--------------------|
| All Flanged Ductile Iron Piping | 150 |
| All restrained mechanical joint ductile iron piping | 150 |
| All bell and spigot, gravity, ductile iron piping | 25 |
| All PVC solid wall piping | 100 |
| Process Air Piping | 15 |

D. Leakage Tests

1. Leakage shall be defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, to maintain the specified leakage test pressure after the air in the pipeline has been expelled and the pipe has been filled with water.
2. Leakage shall be determined by recording the quantity of water pumped into the pipeline through a standard water meter of a size appropriate to secure an accuracy of ± 2 percent at the average rate of flow pumped. Leakage rate shall be calculated by extrapolation of the total leakage during the testing period to a 24-hour period. Leakage test pressure shall be coordinated with ENGINEER and test pressure shall be maintained for a period of four (4) hours.

3. Allowable leakage for the types of pipe used shall be as follows:

- a. Cast Iron and Ductile Iron. Allowable as permitted by AWWA Standard C-600- 82, "Installation of Gray and Ductile Cast-Iron Water Mains and Appurtenances", which is not to exceed that determined by the formula:

$$L = (SD \bar{P}) / 133,200$$

- b. Where L is the allowable leakage in gallons per hour, S is the length of pipeline tested in feet, D is the nominal diameter of the pipe in inches, and P is the average test pressure during the leakage tests in pounds per square inch gauge.
4. In the event any section of the line tested fails to meet the above specified requirements for water tightness, the cause of the excessive leakage shall be determined and remedied at the expense of the CONTRACTOR, including retesting if required.

3.05 FINAL ACCEPTANCE

- A. No pipe installation will be accepted until all known leaks have been repaired whether or not leakage is within allowable limits. Locating and repairing of leaks shall be performed by the CONTRACTOR at no additional cost to the OWNER.
- B. The OWNER will certify that all required pressure and leakage tests have been successfully completed before the pipeline is accepted.

3.06 WATER SOURCE

- A. Water shall be made available by the OWNER for testing and other work on this project as specified. The CONTRACTOR shall install temporary connections to the OWNERS supply pipe, including supply/installation of RPZ backflow preventer and meter. Any additional water, if necessary, shall be provided at CONTRACTOR'S expense.

3.07 MEASUREMENT AND PAYMENT

- A. The work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices stated in the Proposal.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT AND PAYMENT

- A. The work specified in this Section shall be considered incidental and payment will be included as part of the appropriate lump sum or unit prices stated in the Proposal.

END OF SECTION

SECTION 33 05 19
DUCTILE IRON PIPE AND FITTINGS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. The work to be performed under this section of the specifications shall comprise the furnishing of all labor, equipment, and materials, and in performing all operations necessary in connection with the installation of ductile iron pipe and fittings as shown in the plans, and as specified herein.
- B. The CONTRACTOR shall submit for approval, complete and dimensional working drawings of all ductile iron pipeline layouts. Such drawings shall indicate the size, class, and laying dimensions of all pipe, valve fittings, expansion couplings, and specials and the location of all hangers and supports needed for the installation and not specifically indicated for on the plans. The number, size, and length of all bolts required for flanged pipe installations shall be given on the pipe schedule of the working drawings.
- C. Ductile iron pipe, fittings, and valves used for the sewer force main shall have an internal coating consisting of Induron Protecto 401 Ceramic Epoxy.

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE AND FITTINGS

- A. Ductile Iron Pipe of size, class, and joint type shown on the plans will be furnished by the CONTRACTOR. All pipe furnished shall meet USA Standard A21.50, ANSI A 21.50, AWWA C150 (thickness design), or current revision. All Ductile Iron Pipe furnished shall also meet the requirements of federal specification ANSI A 21.51, AWWA C151, or current revision, unless otherwise noted on the plans. Flanged Ductile Iron Pipe shall be furnished with Ductile Iron Flanges and shall conform to ANSI A21.15 and AWWA C115. The ductile iron pipe shall meet thickness class 250.
- B. Fittings shall be ductile iron of compact design and shall meet the requirements of ANSI A21.10, AWWA C153, or current revision. All fittings for above ground service shall be short body flanged fittings with Class 125 flanges. All flanges shall be faced and drilled.
- C. All joints shall be made in strict accordance with the manufacturer's specifications.

2.02 LININGS AND COATINGS

- A. Ductile Iron Pipe and Fittings shall be cement mortar lined. Exposed pipe and fittings to be painted shall be uncoated as delivered to the job site for prime/finish painting by the CONTRACTOR. Buried pipe and fittings shall be furnished with the manufacturer's standard asphaltic varnish finish.
- B. All grit piping and fittings shall be glass lined. Glass lining shall be a smooth, continuous glass coating with an average thickness of 10 mils and a minimum thickness of 8 mils. Surface hardness shall be greater than 5 on the MOHS scale and minimum density of lining shall be 2.5 grams/cc. The lining shall have a weight loss of not more than 3 mils per square inch when tested in a range of 500 degrees F in accordance with US Bureau of Standards, Standard T

Section Thermal Shock Tests and lining shall have a minimum compressive strength of 30,000 psi. Certified test reports shall be furnished to the Engineer. The finished lining shall be free of pin holes, crazing or fish scales. Lining shall be by Ferrorock, Permutit or equal. Lining thickness shall be measured by a Mikrotest; Elcometer or equal magnetic thickness gauge. Continuity of lining shall be verified by means of an approved "holiday" detector of low- voltage, wet sponge, transistorized type.

2.03 EXPANSION COUPLINGS

- A. Where the use of expansion couplings is indicated on the plans, they shall be Style 38 Dresser couplings, or approved equal, unless otherwise required.
- B. As may be necessary to conform to the dimensions of the couplings, the outside diameter of the plain ends of the ductile iron pipe sections which are to be jointed by a coupling, shall be gauged to proper size for use with the couplings.

2.04 SUPPORTS AND HANGERS

- A. The CONTRACTOR shall furnish and install all necessary supports and hangers, indicated on the plans or required for the proper installation of the ductile iron pipelines in a workmanlike manner.

2.05 FLANGED JOINTS

- A. Flanged joints shall be made with bolts, or bolt-studs, with a nut on each end. Bolts, stud-bolts, and nuts shall conform to American Standard Heavy dimensions, semi-finished, with square or hexagonal heads and cold punched hexagonal nuts meeting the requirements of ASME B18.2. Bolt sizes shall be American Standard for the flanges specified. Bolt and nut threads shall conform to ASME B1.1, coarse thread series, Class 2 fit.
- B. Gaskets for Class 125 flanges shall be full face with bolt holes punched. Gasket material shall be nylon-reinforced rubber, 1/8 in. minimum thickness.

2.06 GASKET MATERIALS

- A. Gaskets furnished for Flanged, Mechanical Joint, of Bell and Spigot Piping for Water, Wastewater, and process Air Service shall be of the materials specified below:

| Temperature Minimum | | | | |
|---------------------|-------------|--------|-----------|-------------------------|
| Service | Joint Type | Rating | Thickness | Material |
| Water or Wastewater | Flanged | 150°F | 1/8 in. | Nylon Reinforced Rubber |
| Water or Wastewater | M.J. or B&S | 150°F | - | Styrene- Butadiene |

2.07 WALL CASTINGS

- A. Mechanical Joint Wall Pipes will be utilized when possible. They shall be made of Ductile Iron, as specified. Fabricated Wall Castings shall have Ductile Iron wall collars and shall be welded on both sides. Screwed-on bells will not be acceptable.

PART 3 - EXECUTION

3.01 HANDLING

- A. During loading, transportation, and unloading, care shall be taken to prevent injury to the pipe or fittings. Loading or unloading shall be so handled that the piece being moved is under perfect control at all times. Under no circumstances shall a pipe or large fitting be dropped.

3.02 LAYING AND INSTALLING

- A. Proper and suitable tools and equipment for the installation of the pipelines and appurtenant valves and fittings in a safe and workmanlike manner shall be furnished and used on the work.
- B. The pipe and fittings shall be thoroughly cleaned immediately before installation and shall be kept clean until final inspection of the project. Special care shall be exercised to prevent the leaving of wood, blocks, cans, tools, or other foreign objects in the pipeline during installation.
- C. All costs incidental to the removal of any such foreign object, or objects, from the pipe line shall be borne by the CONTRACTOR.

3.03 TESTING

- A. Pipelines shall be subjected to water test pressure of 150 psi. All such tests shall be conducted to the satisfaction and under the observation of the ENGINEER.
- B. All costs incidental to making such tests shall be borne by the CONTRACTOR. Where pipelines are laid in excavation, testing shall precede final backfill.
- C. All pipelines shall be watertight under test, or under operating conditions, as a condition of final acceptance of the work.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. This section will be measure in the bid for supplying, installing, and testing per linear foot of ductile iron piping and the tonnage of fitting.

4.02 PAYMENT

- A. The bid items include all components of the work, including testing of new ductile iron pipe and fitting, required for the completion of the job in every respect except as may be otherwise provided in these specifications. CONTRACTOR shall include the furnishing of all materials and labor, including any incidental labor, in its bid prices.

END OF SECTION

SECTION 33 05 31.16
WATER MAIN CONSTRUCTION

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. These specifications for construction of water mains are intended to be so written that only first-class workmanship and finish of the best grade and quality will result. The fact that the following specifications may fail to be so complete as to cover all details will not relieve the CONTRACTOR of full responsibility for providing a complete project of high quality, first class finish and appearance and satisfactory for operation.
- B. The CONTRACTOR shall furnish all materials, labor, and equipment for constructing the work included in these specifications and as detailed on the plans.

1.02 SUBMITTALS

- A. Shop Drawings shall be submitted as provided within specifications. Provide certified schematics and shop and erection drawings showing details, sizes, grades, materials of construction, and dimensions.
- B. Provide complete bill of materials for all equipment components.
- C. In the event that it is impossible to conform to certain details of the Specifications, describe completely all non-conforming aspects.
- D. Number of Copies: Submit six (6) copies of each submittal, unless otherwise indicated. ENGINEER will return two (2) copies.

1.03 QUALITY ASSURANCE

- A. All equipment in this section shall be furnished by the polymer mixing system manufacturer except as otherwise indicated. This does not require that all equipment be manufactured by the system manufacturer but does require that the system manufacturer shall be responsible for the satisfactory operation of the system and the associated equipment furnished hereunder.
- B. Qualifications and Manufacturer
 - 1. Minimum of ten (10) years' experience in the design and manufacture of the specified systems, along with a minimum of ten (10) successful installations that can be referenced by the Engineer.
- C. The specifications direct attention to certain required features of the equipment, but do not purport to cover all details entering into its design and construction. The CONTRACTOR shall furnish the equipment complete in all details and ready for operation for the intended purpose.

1.04 DESIGN PRESSURES

- A. Pipe and fittings for water lines shall be designed to withstand minimum internal working pressures of 250 pounds per square inch unless otherwise noted on the plans or in the bid proposal.

1.05 DELIVERY, STORAGE AND HANDLING

A. Storage of Materials

1. Materials delivered to the site of the work prior to their use shall be stored so as to cause the least inconvenience to the public, and in a manner satisfactory to the ENGINEER.
2. Materials that will deteriorate such as cement and mortar shall be stored in weather tight buildings.

B. Pipe Handling

1. Proper implements, tools, and facilities shall be provided and used by the CONTRACTOR for the safe and convenient prosecution of the work. All pipe, fittings, and valves shall be carefully lowered into the trench piece by piece by means of derrick ropes or other suitable tools or equipment in such a manner as to prevent damage to pipe or pipe coating. Under no circumstances shall pipe or accessories be dropped into the trench.
2. At all times when pipe laying is not in progress, the open ends of the pipe shall be closed by approved means. No trench water shall be permitted to enter the pipe. All foreign matter or dirt shall be removed from the pipe, and it shall be kept clean by approved means during and after laying. No pipe shall be laid in water or when trench conditions are unsuitable for such work.
3. Cutting of pipe for inserting valves, fittings, or closure pieces shall be done in a neat workmanlike manner without damage to the pipe. Concrete pressure pipe shall not be cut on the job without the approval of the Engineer.

C. Service Connection Materials

1. The service pipe shall normally be 3/4" type "K" soft copper pipe, and shall conform to ASTM Class "A" Specifications and U.S. Government Specifications WW-T-799 as well as AWWA Specification 7S-CR. Within structures hard drawn Type L tubing (furnished in straight lengths) shall be used, rigidly and adequately supported.
2. Corporation cocks and angle stops shall be as shown on the plans.
3. Water meter boxes where required shall be of concrete construction with cast iron locking type lid. Brooks Products, Inc. plate No. 36 H.L.D. meter box for 3/4" water meter or equal.

- D. No equipment shall be shipped until all submittals have been approved in writing by the ENGINEER.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. The CONTRACTOR shall furnish and place materials meeting the requirements of these specifications, of the dimensions and types at the locations and elevations shown on the plans or established by the ENGINEER. All materials shall be approved by the ENGINEER before being installed and any of these materials placed before they are so approved shall be removed and replaced with approved materials.

2.02 BACKFILL MATERIALS

- A. Unless otherwise noted on the drawings, backfilling shall be done with good sound earth. Broken concrete, rock, bituminous pavement, or other lumpy material shall not be used in the backfill except as the lumps are small and their dispersal in the backfill is made in the upper section in a manner satisfactory to the ENGINEER.
- B. Materials of a perishable, spongy, or otherwise improper nature shall not be used in backfilling. Where good sound earth is not available from the excavated material, pea gravel cushion and/or sand and granular backfill material will be used for the initial backfill operation to a point 12" above the top of the pipe.
- C. Gravel cushion and/or granular backfill material will not be required when concrete encasement is specified or used around the pipe.
- D. No backfill shall be made until it is authorized by the ENGINEER. All debris shall be removed.
- E. Sheeting, shoring and bracing shall be pulled and removed during the progress of the backfilling in a manner satisfactory to the ENGINEER.

2.03 CONCRETE ENCASEMENT

- A. Concrete encasement, when required, shall be composed of a free flowing material consisting of small stone, pea gravel, limestone chat, or pit run sand and gravel and shall always consist of at least 60% sand.
- B. The material shall all pass a three-quarter 3/4" screen and be free from sticks, lumps, stones, and organic matter.
- C. The material shall be mixed with Portland Cement in the proportions of one (1) part cement to ten (10) parts of the above described granular material, by volume measurement. Concrete encasement shall be poured either wet or dry as may be directed by the ENGINEER.
- D. When concrete encasement backfill material is specified or ordered by the ENGINEER to be poured UDRYU, the CONTRACTOR shall place this material on each side of the pipe for the full width of the trench using shovels to cut the material back under the pipe and shall be tamped to a height of 6" above the pipe to receive final backfill.
- E. Care must be exercised not to dislocate or disturb the grade and alignment of the pipe. If ordered by the ENGINEER to be poured UWETU, caution and care must be used not to float the pipe out of place.
- F. In the event pipes are floated out of proper position they shall be removed and relaid at the expense of the CONTRACTOR.

2.04 PIPES, FITTINGS, AND VALVES

A. FLANGED CAST IRON PIPE AND FITTINGS

- 1. All flanged end, flange and bell, and flange and spigot pipe and fittings shall meet ANSI/AWWA Specifications as outlined below and shall have American Standard Class 125 flanges. Bolts, bolt circles, heads and nuts shall be standard as to quantity of material.

Gaskets shall be made from the best quality insertion rubber 1/16 inch thick. Flanged fittings shall be American Standard Class 125, except where noted on the plans.

B. FITTINGS

1. Fittings shall conform to ANSI/AWWA - C110/A21.10 or ANSI/AWWA – C153/A21.53 and ANSI/AWWA - C111/A21.11 standards.
2. All fittings shall be cement lined according to ANSI/AWWA - C104/A21.4. Fittings may be gray or ductile iron.

C. DUCTILE IRON PIPE

1. Ductile iron pipe for water line construction shall be as described in Section 33 05 19 DUCTILE IRON PIPE AND FITTINGS of these specifications.

D. PVC PIPE

1. This specification designates general requirements for polyvinyl chloride pipe with integral thickened wall bells used primarily for conveying potable water under pressure.
2. All pipe furnished shall meet the requirements of AWWA C-900 or latest revisions thereof. PVC pipe must have a dimension ratio (DR) as shown on the plans or noted in special provision with outside diameters equivalent to cast iron pipe.
3. All pipe furnished shall have a pressure class rating as shown on the plans or noted in special provisions at 73.4Of, and shall bear the National Sanitation Foundation Seal of approval for potable water pipe.
4. Provisions shall be made for contraction and expansion at each joint with a rubber ring type gasket in a thickened bell as part of each joint, or a separate double bell coupling.
5. All joints shall be made using a non-toxic lubricant in accordance with manufacturer's recommendations.

E. ORIGIN OF PIPE

1. All pipe shall be new, and shall be manufactured within the Continental Limits of the United States of America, and shall be approved by Underwriters Laboratories, Inc. or Factory Mutual and acceptable to the Texas State Board of Insurance.

F. GATE VALVES

1. In general, all gate valves shall conform to the Standard Specifications for Gate Valves for Ordinary Water Works Service, AWWA C 515 or latest revision for valves up to 12", and AWWA C 500, or latest revision for sizes over 12", except for changes or additions specifically outlined as follows:
2. Valves shall have hub, flanged, or mechanical joint ends, or a combination of hub, flange, or mechanical joint ends as may be specified. Bell and spigot pipe sizes 2" to 24" will use valves with bells conforming to AWWA C 100. Mechanical joint pipe sizes 2" to 36" will use valves with bells conforming to AWWA C 111. Flanged pipe will use valves with flanged ends conforming to ASA B 16.1 Class 125.

3. All gate valves shall be iron body, bronze mounted, resilient seat or double disc, parallel seat, non rising stem, internal wedging type. Valves must embody the best workmanship and finish, and open and close freely and easily. In closing, the gates must move without friction to their position opposite their ports, both discs being then closed squarely against the seat rings. When valves are in full opened position, the discs shall be raised clear of the water way and provide an opening equal to the full normal diameter of the valve.
4. Gate valves shall be tested at a hydrostatic pressure of 300 pounds per square inch, and shall be guaranteed for 200 pounds water working pressure. Any leakage at the pressures through any castings or between the bronze ring and the cast iron body shall cause the said casting or assembled fitting to be rejected. No plugging or patching to stop any leakage will be permitted.
5. All gate valves shall open by turning to the left.
6. Gate valves 2" to 16", inclusive, shall be nut or handwheel operated, as shown on the plans. Gate valves 20" and larger shall be equipped with wheels and nuts. Gate valves 20" and larger shall be equipped with spur or beveled gears as indicated on the plans. All geared valves shall be equipped with extended type grease cases. Stuffing boxes shall be located on top of valve bonnet and shall be outside of the gear case. Gate valves 18" and larger shall be equipped with non rising stem bypass valves, wheel and nut operated, of the following sizes:
 - a. Gate valves 18" and 20" 3" bypass
 - b. Gate valves 24" and 30" 4" bypass, stem 60,000
 - c. Gate valves 36" and 42" 6" bypass, stem 80,000
7. All bronze metal used in the working parts of the valve, with the exception of the valve stem, shall have a tensile strength of 34,000 pounds per square inch.
8. Gate valves of the internal wedging type shall have solid wedges made of high grade bronze, having a tensile strength of at least 50,000 pounds per square inch, with wide bearing surfaces of sufficient thickness to guarantee no bending or denting under abnormal strain, and such bearing surfaces shall be ground to flat surfaces on each face. The wedges in valves 12" and over may be trimmed with a heavy bronze mounting.
9. Gate valve stems or spindles shall be of high tensile strength manganese bronze, or other non corrodible metals which produce a valve stem or spindle having tensile properties at least equal to those of Class "A", Leaded High Strength Yellow Brass (Manganese Bronze) Sand Castings, ASTM Designation B.132.
10. A thrust collar on the spindle shall be cast integral with the spindle. A spindle having a thrust collar fastened or upset by any mechanical means is not acceptable. (There shall be provided a stem collar bushing suitably machined, to permit repacking the valve when it is in full open position. The stuffing boxes and glands shall be bronze bushed).
11. All gray iron castings shall be made from superior quality iron, of touch and even grain, having a tensile strength of not less than 30,000 pounds per square inch, without blow or sand holes or defects of any kind.

12. All gate valves installed in horizontal position whose discs do not revolve shall be equipped with bronze tracks, rollers and scrapers. Valves installed flat in vertical lines shall be equipped with bronze shoes and slides.
13. The manufacturer shall be required to furnish the OWNER with certified copies of the hydrostatic tests and physical test of all metals used in the manufacture of the valves.
14. Detail prints shall be furnished on all valves.
15. Gate valves (including tapping sleeves and valves) shall be Mueller, without exception.

G. BUTTERFLY VALVES

1. Butterfly valves shall be of the full lug (water service) body style as noted on the plans. All valves shall be suitable for use with ANSI 125 pound flanges and meet the requirements of AWWA C-504. Bodies shall be cast or ductile iron.
2. Lug body valves shall have a retained seat and shall provide tight shutoff up to the full valve rating on dead end or isolation service without the use of downstream flanges.
3. All valves shall be furnished with self-lubricated bearings of TFE coated stainless steel. Shaft seals shall be provided to prevent leakage and to protect bearings from internal or external corrosion.
4. Seats shall be of the reinforced resilient type and shall be field replaceable. Seats shall also act as a body liner to prevent flow from contacting the body casting. Seats shall have flange sealing lips to provide a positive seal without use of flange gaskets.
5. Seats shall be of Neoprene for Water Service. Shafts shall be one piece and shall be of 316 stainless steel. Shaft diameter shall meet the 75B standard from AWWA specification C 504 for butterfly valves. Shafts shall be finish ground and polished to minimize bearing and shaft seal wear. Shafts of 8" and larger valves shall have a non-adjustable thrust collar.
6. Discs shall be bronze or semi-steel with welded nickel edge. The disc-to-shaft connections shall be type 306 stainless steel. Pins, shaft and disc of all valves shall be individually machined and completely interchangeable.
7. Valves shall be available with field interchangeable manual or powered actuators as required. The actuator-to-shaft connection shall be designed to shear and prevent internal valve damage if the disc closes on foreign material in the pipeline. All actuators shall provide external indication of disc position.
8. All manually actuated valves shall be operated using a cast iron housing designed for burial service with 2" square wrench nut actuator available in buriable construction. All units will have adjustable open and closed position stops with provision to prevent accidental adjustment changes. Operating shaft to be supported axially and radially at input end by permanently lubricated bronze thrust and sleeve bearings.
9. Valve and actuators shall be as manufactured by Mueller, DeZurik, American Darling or approve equal.

H. FLAP VALVES

1. Flap valves shall be of the circular port design with offset single pivoted hinge. They shall be of the iron body bronze mounted type and furnished with flanged end. The assembly shall consist of three parts: flap gate, body and hinge pin. The flap gate and body shall be cast iron conforming to ASTM specifications A-126 Class B. The seats and hinge pin shall be furnished of bronze. The flap gate seat ring shall be rolled into a dove-tailed groove under pressure to make one inseparable unit. The body seat ring shall be threaded and screwed into place in the body. Both gate and body seat ring faces shall be machined to a smooth finish. The valve shall be constructed with a 10o offset from vertical to ensure positive closure. The flange shall be drilled using and ANSI 125 pound template. Valves shall be as furnished by Clow Valve (F-3012-T), Waterman or approved equal.
2. The valves shall be installed in strict conformance to manufacturer's written instructions.

I. FLANGES

1. Flanges shall be cast solid and faced accurately at right angles to the axis of the casting. Dimensions and drilling of flanges shall be in accordance with the American Standards Association for a working pressure of 200 PSI for the gate and check valves and 125 PSI for all other valves. Special drilling shall be provided where necessary.

J. EXTENSION STEMS AND OPERATING WRENCHES

1. All valves to be furnished for buried installation shall be furnished with extension stems to reach a point not deeper than 2'-6" below finished grade elevation adjacent to the valve and valve box. Each set of valves shall be furnished with not less than two (2) operating wrenches of a size and length appropriate to operate the valves.

K. AIR VALVES

1. Air valves and vacuum valves, when shown on the plans or required, shall be the float and lever type, as is manufactured by Val-Matic, or equal. The inlet ends will be screwed for 2" and smaller, and flanged for 3" and larger.

L. BRASS VALVES

1. 1 1/2" and 2" brass valves, when shown on the plans or required, shall be of all brass construction with double discs, and parallel seats, and warranted for a water working pressure of 150 pounds per square inch.
2. They must be of non shock type, with screw ends having internal standard pipe threads. They shall be fitted with a malleable iron operating wheel, and shall open by turning to the left.

2.05 FIRE HYDRANTS

- A. Fire hydrants, when required and when shown on the plans, shall conform strictly to AWWA Specifications C 502 Fire Hydrants for Ordinary Water Works Service, with the following supplementary details and changes or additions:
- B. Fire hydrants shall meet the requirements of the Texas State Board of Insurance.
- C. Type of shut off may be compression type with the flow or compression type against the flow.

- D. Unless otherwise ordered inlet connection shall be 6" standard mechanical joint hub, complete with all joint accessories. Inlet valve shall have not less than a 5" opening.
- E. All hydrants shall be equipped with two (2) hose nozzles and one (1) pumper nozzle. The hose nozzles shall be 2 and 2 1/2" nominal I.D. National Standard Thread. Pumper nozzle shall be 4" nominal I.D. National Standard Thread.
- F. Unless otherwise required by pipe laying conditions, hydrants shall be furnished for a four (4') foot depth of trench.
- G. A drain opening will be required and drain valves operating through gravity will not be accepted.
- H. All fire hydrants shall open by turning to the left (counterclockwise).
- I. All fire hydrants shall be painted with two (2) coats of paint over one (1) shop coat.
- J. No hydrant will be accepted that requires less than twelve (12) turns to open.
- K. Hydrants shall be of the breakable type, designed to break approximately 3", but not over 5" above the ground line. These parts shall be of the breakable flange type, or integral flange with sawed bolts. Breakable flanges screwed to the standpipe are not acceptable. Flanges shall be so designed that an end wrench can be used on the nuts and bolts. Provision shall be made in the design of the stem to disconnect the stem from the hydrant parts above the standpipe breakpoint in the event of traffic accident. If breakable or sleeve type couplings are used, they shall have sufficient torsional strength such that a torsional failure of the stem will occur at some point other than at the coupling. Design of the coupling shall be such that when the coupling is broken no parts will come loose and fall into the hydrant, and the break will not occur through the pins or bolts holding the coupling to the stem.
- L. All hydrants shall be capable of being extended to accommodate future grade changes.
- M. Main valve seats on compression type hydrants closing with the flow shall be of such design that incorrect positioning is impossible and that the threads will be adequately guided into position. Arrangements shall also be made to hold the main valve gasket in place during assembly.
- N. All packing gland nuts shall be bronze.
- O. Gaskets furnished for ground line flanges shall be full face or the flange shall be recessed to hold the gasket in place.
- P. Operating stems whose threads are located in the barrel or waterway shall be of manganese, bronze, everdur, or other high quality, non corrodible metal, and all working parts in the waterway shall be bronze to bronze. Operating stems whose threads are not located in the barrel or waterway may be made of high grade bronze, genuine wrought iron or steel, and stem nuts shall be bronze. Iron or steel stems shall have a bronze, stainless steel or other non corrodible metal, sleeve where passing through stuffing box or O rings. Operating threads must be sealed against contact with the water at all times regardless of open or closed position of the main valve.
- Q. O rings may be furnished in lieu of packing. They shall be the double O ring type, designed so that the rubber rings move against a bronze surface.
- R. Hydrants closing with or against the pressure must have a bronze cap nut to seal the bottom end of stem threads against contact with water.

- S. Hydrants must be so constructed that the nozzle may be faced in any direction.
- T. No hydrant will be considered which has not been regularly manufactured and in successful continuous use for at least ten (10) years.

2.06 JOINTING PIPES MATERIALS

- A. All component parts are to be furnished with and included in the price bid for pipe. The materials consist of a circular rubber gasket of modified bulb shape in cross section.

2.07 CONCRETE BACKING

- A. Concrete shall be composed of normal Portland Cement, coarse aggregate, fine aggregate, and water proportioned and mixed properly in a concrete mixer.
- B. Transit mix concrete will be allowed. Portland Cement shall be Type 1 and shall be fully protected until incorporated in this work.
- C. Gravel to be used for coarse aggregate shall consist of clean hard, durable grains, and shall be free from an excess of salt or alkali and foreign materials.
- D. Concrete shall have a compressive strength of not less than 2,000 pounds per square inch at 28-days and shall not have less than three (3) sacks of cement nor more than 6 and 6 3/4 gallons of water per cubic yard of concrete.

PART 3 - EXECUTION

3.01 PROTECTION

- A. Work
 - 1. When construction is stopped temporarily and at the end of the day's work, tight fitting stoppers or bulkheads shall be securely placed in or across the ends of all pipes.
 - 2. The CONTRACTOR will be held responsible for the care of all work until final completion and acceptance, and he will be required to make good, at his own expense, any damage or injury it may sustain for any cause. He shall assume all risks from floods and casualties of every description and make no charge for damages from such cause
- B. Pipes
 - 1. It shall be the responsibility of the CONTRACTOR to protect and support all water, sewer, gas, and other conduits crossed by the excavation or work to be performed by him or to arrange for their temporary removal and subsequent replacement. All expense incidental to this phase of the work shall be borne by the CONTRACTOR.
- C. Trees, Plants, Shrubbery, etc.
 - 1. Where trees, plants, shrubbery, etc., are adjacent to the line of the work and are not to be removed or removed and replaced, the CONTRACTOR shall protect such trees, plants, shrubbery, etc., by substantial wooden boxes and guards and shall not permit machinery or employees to scrape, tear the limbs from or damage or attach guy cables to them and if, in the opinion of the ENGINEER, such trees, plants, shrubbery, etc. would be damaged by

machinery, etc., hand excavation may be required. The CONTRACTOR shall be responsible for all damages to adjacent trees, plants, shrubbery, etc.

D. Buildings

1. The CONTRACTOR shall, at his own expense, shore up and otherwise protect any building or other structure which may, in the opinion of the ENGINEER, be endangered during the work, and he shall restore all buildings, culverts, fences, walls, or other properties disturbed during his work to a condition similar or equal to that existing before his operations.
2. The CONTRACTOR shall be responsible for any injuries to persons and property, for all damages to any pipe, conduit, sewer, or other structures injuriously affected by the work. The OWNER shall not be liable therefore.

E. Unfinished Work

1. Before leaving work for the night, during a storm, or at other times, care must be taken to protect and securely close the unfinished end of the pipe. Any earth or other materials that may find entrance into the pipe through any such open or unplugged end of the pipe must be removed at the CONTRACTOR'S expense.

F. Lights and Guards

1. The CONTRACTOR must provide and maintain adequate detours around the work under construction. The CONTRACTOR shall provide lights, warning signs, and/or watchmen to provide adequately for the safety of the public.

G. At such street, railroad, and all other crossings as may be designated by the ENGINEER, the trenches are to be filled in such a manner as to prevent any serious interruption of traffic upon the roadway or sidewalks. The cost thereof shall be borne by the CONTRACTOR.

3.02 TRENCHES

A. When creating a trench, follow the specification of EXCAVATION SUPPORT AND PROTECTION- 31 50 00 (or follow the following procedure:)

1. Trenches shall be excavated by trenching machine, backhoe or dragline, except in locations where hand trenching is required. The banks of trenches shall be vertical, to a point 1 foot above the top of the pipe.
2. Trenches will be excavated to the lines and grades laid out by the ENGINEER or as shown on the plans. No change in locations of the lines is contemplated, but should any changes be made in the lines not materially altering the amount of character of the trenching to be done, the CONTRACTOR shall proceed with the changed alignment at the unit bid price. In case any change involves greater construction difficulties than the original alignment, the OWNER and the ENGINEER will agree with the CONTRACTOR for extra compensation therefor, prior to the construction of the changed line or lines.
3. The width of the trench shall be 6" minimum and 8" maximum on each side of the pipe bell.

4. Trenches for water pipe shall be of such depth as to provide a minimum of 42" of cover unless otherwise shown on the plans.
5. The excavation shall not advance more than 300 feet ahead of the completed and backfilled pipeline. Pipe shall be laid in all trenches that has been opened at the end of each day's work, unless the CONTRACTOR secures written permission to do otherwise from the ENGINEER.
6. If the bottom of the trench becomes an unstable foundation for the pipe through the neglect of the CONTRACTOR to adequately shore or dewater, the CONTRACTOR will be required to remove the unstable material and backfill the trench to the proper grade with approved compacted gravel, and no extra compensation will be granted for this material or work.
7. Also, if the trench is inadvertently excavated deeper than necessary it shall be backfilled to the proper grade with approved compacted gravel at the CONTRACTOR'S expense.
8. However, if the undisturbed material encountered at the grade depth constitutes, in the opinion of the ENGINEER, an unstable foundation for the pipe, the CONTRACTOR will be required to remove such unstable material and backfill the trench to the proper grade with approved compacted material.
9. The CONTRACTOR shall excavate all trenches, including work necessary in working around existing pipelines or other obstructions. The CONTRACTOR shall give notice to the OWNERS of any such lines or obstructions in order that they may have time to take the necessary precautions for protecting their property. The CONTRACTOR shall be responsible for protecting the OWNER from any damage from his operations in such work.
10. In rock, excavation shall be carried 3" below the bottom of the pipe, and loose earth or gravel, thoroughly tamped, shall be used for backfilling to the grade of the bottom of the pipeline.
11. After inspection of pipelines has been finished on any completed portion of the work the trench may be backfilled. Backfilling shall be accomplished in compliance with the applicable portions of these specifications.

B. Sheeting, Shoring, and Bracing shall follow the information below:

1. The sides of all excavations shall be sheeted, shored, and braced as deemed necessary by the CONTRACTOR to try to prevent slides, cave ins, settlement, or movement of the banks and to maintain the excavation clear of obstructions that will in any way hinder or delay the progress of the work.
2. In wet, saturated, or flowing materials, when it is necessary to install tight sheeting or cofferdams, wood or steel sheet piling of a design and type approved by the ENGINEER shall be used.
3. All sheet piling, shoring and bracing shall have sufficient strength and rigidity to withstand the pressure exerted and maintain the sides of the excavation properly in place and protect all persons or property from injury or damage.

4. When excavations are made adjacent to existing building or other structures or in paved streets, particular care should be taken to adequately sheet, shore, and brace the sides of the excavation to prevent undermining of, or settlement beneath, the structures or pavement.
5. Underpinning of adjacent structures or pavement shall be done by the CONTRACTOR at his own cost and expense in a manner satisfactory to the Engineer and when required by the ENGINEER.
6. The pavement shall be removed, the void satisfactorily refilled and compacted, and the pavement replaced by the CONTRACTOR; the entire expense of such removal and subsequent replacement thereof shall be borne by the CONTRACTOR.
7. Sheet piling, shoring and bracing shall not be left in place unless otherwise provided for in the contract or authorized by the ENGINEER.
8. The removal of sheet piling, shoring, and bracing shall be done in such manner as not to endanger or damage either new or existing structures, private or public properties, and to avoid cave ins or sliding of the banks.
9. All holes or voids left by the removal of the sheet piling, shoring, or bracing shall be immediately and filled and compacted with suitable materials.
10. Sheet piling, shoring, and bracing ordered left in place by the ENGINEER will be paid for at the unit price bid for this item, when such pay item is provided.
 - a. In the event no separate pay item is provided, then the cost of sheet piling, shoring, and bracing is to be included in such items as are provided.

C. Pumping, Bailing, and Draining shall follow the information below:

1. The CONTRACTOR shall immediately remove all surface or seepage water from sewers, drains, ditches, and other sources which may accumulate during the excavation and construction work by providing the necessary underdrains or otherwise and by doing the necessary pumping, bailing, or draining.
2. The CONTRACTOR shall always have available sufficient equipment in proper working order for doing the work herein required.
3. All water removed from excavations shall be disposed of in an approved manner so as not to create unsanitary conditions nor to interfere unduly with the use of streets, private driveways, or entrances.
4. Pumping, bailing, draining, underdrains, ditches, etc., shall be considered as incidental work and will not be bid for as separate items but their cost shall be included in the contract prices bid in the Proposal for the various units of measure.

D. Disposal of Excavated Materials shall follow the information below:

1. Excavated materials, so far as needed and of a suitable character, shall be piled adjacent to the work to be used for backfilling as required.

2. Excavated materials unsuitable for the backfilling or more than that required for backfilling shall be disposed of in an approved manner at locations designated on the plans or approved by the ENGINEER.
3. Desirable topsoil, sod, etc. shall be carefully piled separately and replaced in its original position when required.
4. Excavated materials shall be always handled in such a manner as to cause a minimum of inconvenience to public travel and to permit safe and convenient access to private and public property adjacent to or along the line of the work.
5. In parkways and easements where it is necessary to deposit excavated materials on lawns during the work, burlap or canvas shall be placed on the lawn to prevent contact between excavated materials and the lawn.

E. Use of Explosives shall follow the information below:

1. Should the CONTRACTOR elect to use explosives in the prosecution of the work, they shall be used with utmost precaution, and no blasting shall be done within 50 feet of the completed work or exposed pipes, conduits, etc.
2. The CONTRACTOR shall assume all liability for any injury or damage to persons or property resulting from such usage.
3. All necessary precautions shall be taken by the CONTRACTOR, and provisions shall be made for the protection of the new work; all blasting shall be so conducted as not to endanger persons or property.
4. Only a sufficient quantity of explosives for the immediate day's work shall be kept at the site of the work by the CONTRACTOR. Caps, detonators and explosives shall be stored separately.
5. The CONTRACTOR shall be responsible for, and shall make good, any damage caused by blasting or accidental explosions

3.03 JACKING, BORING, OR TUNNELING

- A. When creating a tunnel, follow the specification TUNNELING, BORING, AND JACKING- 33 05 05
- B. Tunneling under highways, streets, or railroads, when required and shown on the plans, shall be accomplished by means of jacking, boring or tunneling equipment which has been approved by the ENGINEER prior to starting to tunnel operations.
- C. Tunnels shall be backfilled as completely as practicable with selected materials and compacted by means of mechanical tampers.
- D. The remainder of the tunnel backfill shall be of coarse sand, gravel or crushed rock hydraulically placed in such manner that no voids remain between the backfilled material and the roof of the tunnel.

3.04 BACKFILL

- A. Excavation shall be backfilled only with approved materials. The placing of backfill material shall not begin until approval has been given by the ENGINEER and shall be done immediately when so ordered by the ENGINEER.
- B. Backfilling shall be brought up to an elevation slightly above the original ground level to allow for subsequent settlement. The top surface or slopes of all backfill shall be neatly graded off in a workmanlike manner, and where select topsoil, sod, or other material is removed and piled separately, such material shall be carefully replaced in a manner satisfactory to the ENGINEER.
- C. On water line construction when, in the opinion of the ENGINEER, the subgrade material encountered at grade is soft, spongy, and unsuitable, it shall be removed to such a depth that the replacement thereof with firmly tamped gravel or crushed stone will provide an unyielding, stable foundation.
 - 1. The gravel used in cushion or backfill shall be pit run gravel or crushed stone and shall be free from silt, loam, or vegetable matter and shall be of a gradation suitable to the ENGINEER.
 - 2. Gravel cushion or backfill, when required by the plans or the ENGINEER, will be paid for at the contract unit price and shall be the total compensation for furnishing all labor materials, tools, and equipment for performing this particular phase of work.
 - 3. Subgrades that have been allowed to become unstable by neglect of the CONTRACTOR, by improper drainage or lack of drainage, and when in the opinion of the ENGINEER, the condition was caused by the neglect or fault of the CONTRACTOR, the ENGINEER shall order the CONTRACTOR to remove the unstable subgrade and replace the same with gravel at the expense of the CONTRACTOR, and no extra compensation will be allowed.
- D. Where backfill material shown or called for on the plans to be used in the pipe zone is cement stabilized sand, the material shall extend from a point 6" below the pipe to a point 6" above the top of the pipe.
 - 1. The backfill material shall be deposited simultaneously on both sides of the pipe and worked carefully around and under the pipe with the point of a shovel.
 - 2. Payment for this bedding material shall be included in the unit price bid per linear foot of cement stabilized backfill material.
 - 3. Cement stabilized backfill shall contain a minimum of one (1) sack mix (per yard of pit run sand).
- E. After the pipe has been laid the pipelines shall be backfilled as follows unless otherwise shown on the plans:
 - 1. Good sound earth, free of clods or lumps exceeding 3" in any dimension, from the spoil bank shall be brought up by hand backfilling equally on each side of the pipe to a height of 12" over the top of the pipe. To ensure a good firm bedding the backfill shall be cut under and around the pipe with shovels up to the spring line of the pipe. This backfill shall be done so as not to displace the pipe from its original position.

2. In summation, initial backfill will be composed of one (1) or more of the following in the manner described above:
 - a. Good sound earth free of lumps or clods in dimension not exceeding 3" shall be brought up 12" over the top of the pipe.
 - b. Gravel cushion, when shown on the plans, shall be poured into place to the top of the pipelines. Gravel cushion is defined as a free-flowing material like sand or mixed sand and pea gravel, free from lumps, large stone, clay and organic material. When wet, the material shall not form mud or muck.
 - c. 2,500-pound concrete poured and rodded into place 6" over top of the pipe and all around the pipe a minimum of 6" thickness as shown on the plans as concrete encasement or as required by the Engineer.
- F. The final backfilling operation shall be one (1) of the following for any of the methods used in the initial backfill procedure, unless otherwise shown on the plans:
 1. The remainder of the backfill material may be made from the spoil bank, free from clods or lumps exceeding 6" in any dimension, placed in uniformly compacted layers not exceeding 1 foot in loose depth and hand or mechanically tamped in a manner approved by the ENGINEER.
 2. The backfill material may be placed loosely in the trench, rounded up over the trench slightly above the original ground elevation without tamping and the trench jetted with water until all settlement has ceased. In open rights of way, the trench may be left crowned above the original ground as directed by the ENGINEER. Except in cases where pipelines cross open field, surplus soil is in such excess that drainage and/or adjacent property may be affected, the surplus material shall be removed from the site as directed by the ENGINEER.
 3. Where an asphalt existing street or driveway surface has been cut (all asphalt and concrete pavements shall be saw cut before excavation), the following procedure is to be used in backfilling and replacing the pavement (unless otherwise shown on the plans):
 - a. The top 24" of the trench shall be filled with gravel aggregate, consisting of hard durable uncoated pebbles or stone particles mixed with sand, free from clay lumps, shales, salt or alkali, well graded from coarse, not to exceed 3", to fine with 55% retained on 1/4" screen or washed gravel will be poured and compacted into place taking care not to disturb the pipe to level with the finished surface.
 - b. In not less than 14 days after backfill of the pavement cut is completed, unless otherwise approved by the ENGINEER, the CONTRACTOR shall remove the gravel backfill to 1-1/2" below the pavement surface and furnish and place fine graded surface course hot mix asphaltic concrete, which when compacted will be not less than 1-1/2" thick.
 4. Where concrete pavement is cut, the pavement shall be cut by sawing 6" beyond trench width on each side of the ditch and breaking out the concrete. The reinforcing steel shall be cut and bent back to be replaced after pipe laying operation has been completed. The ditch shall be backfilled from around the pipe and over the pipe to the pavement surface with pit run gravel or washed gravel jetted into place as in paragraph C (1) above. In not

less than five (5) days after the backfill of pavement cut is completed, the CONTRACTOR shall remove gravel backfill to 6" below the surface of the pavement and shall pour a 6" thick 3,000 psi concrete slab the width of the paving cut.

- G. Prior to completion and final acceptance of the entire job, the CONTRACTOR will be required to refill and recrown all trenches which have settled below ground level or where the crown is reduced to indicate that such subsidence will occur.

3.05 INSTALLATION OF GATE VALVES

- A. All valves shall be installed as shown on the plans. For each gate valve the CONTRACTOR shall furnish and install a valve box.
- B. Valve boxes shall be three (3) piece screw type cast iron of the extension type and shall be similar to Mueller No. H 10360 or an approved equal. For 14" and 16" valves Mueller No. H 10357 with No. 160 base or equal shall be furnished and installed. For 18" and larger valves manholes 5 feet in diameter will be required.
- C. Valves shall be carefully handled and lowered into position in such a manner as to prevent damage to any parts of the valve.
- D. Valves shall be placed in such positions as indicated on the plans with the stem in a vertical position and securely held until all connections have been made.
- E. Gate valves and pipe fittings shall be set and jointed to new pipe in the manner herein specified for cleaning, laying, and jointing pipe. Hub ended valves shall be jointed to pipe only with lead joints. Flanged and mechanical joint valves will be preferred where suitable.
- F. Cast iron valve boxes shall be firmly supported and maintained centered and plum over the wrench nut of the gate valve. The box cover shall be set flush with the surface of the ground or at such other level as may be directed.

3.06 FIRE HYDRANT INSTALLATION

- A. Fire hydrants shall be located as shown on the plans or as directed by the ENGINEER and shall be set truly vertical with the base resting upon a stone or concrete slab 4" thick and approximately 12" square.
- B. The base of the hydrant shall be surrounded by not less than 2 cubic feet of clean crushed stone or gravel, size 1" to 2 inches.
- C. Pipe joints shall be made as specified for pipe laying.
- D. The hydrants shall be carefully and substantially blocked against firm trench walls with sound stone, sound slabs of old concrete or 2,000 p.s.i. concrete, but no additional pay will be allowed for same.

3.07 SERVICE CONNECTIONS

- A. Water service connections shall be made by tapping the mains at specific points as designated by the Engineer. Service taps shall be made after the mains have been laid. The work shall be done by experienced workmen with suitable tapping machine and tools.

- B. The copper (as called for on the plans) service pipe shall be connected to the corporation cock at the main and laid in the trench from one side to the other every 10 feet to give ample space for expansion and contraction of the pipe.
- C. The service pipe shall have a cover of 24", except where the service pipe shall pass under the curb. At this point the service pipe shall be a minimum of 18" under the top of the curb or a minimum of 6" under the bottom of the curb and gutter section.
- D. Excessive bending of the pipe which will injure or reduce the cross sectional area of the pipe will not be permitted.
- E. The length of the service line shall extend from the mains to a point 2 feet back of the street curb where curb exists, or to the property line if no curb exists. If there is a curb, the curb shall be marked with the letter "W" in good quality green paint at the point where the service pipe passed under the curb.

3.08 CONNECTION TO EXISTING WATER MAINS

- A. Where indicated on the plans and/or hereinafter specified, the CONTRACTOR shall connect the new main with existing mains or lines. The CONTRACTOR shall furnish all labor, materials, equipment or services required for the locating and uncovering of the existing line, the making of cuts in the existing line, the removal, relocation, and lowering of existing lines as required, dewatering of the trench, connecting of the existing line into the new main and any and all appurtenant work required for a complete connection. Relocated mains or lines shall be laid so that all valves so relocated or installed shall be set vertically.
- B. Only such connections to existing mains as are necessary to load, test and sterilize mains under construction with water from city mains will be permitted prior to the sterilization of new mains. All other connections to existing mains from a new main being constructed shall be made only after the new main has been adequately and satisfactorily sterilized and the ENGINEER or his inspector has authorized the connections to be made. CONTRACTORS will be required to plug and block lines, crosses, tees or other fittings installed in the new main to permit testing and sterilization prior to the making of connections. Such plugs and blocking shall be adequate to withstand a test pressure of 150 pounds per square inch.
- C. Where cut-ins are made immediately adjacent to valves which are under pressure, the CONTRACTORS shall take all necessary precautions to brace such valves with temporary blocking and bracing which shall be of ample size and properly placed to prevent movement or blowing off of any pipe, valves or fittings due to water pressure on the main.
- D. Connections to existing water mains shall be made at the locations shown, as specified, and/or as directed by the ENGINEER. All such connections shall be made in a most expeditious and workmanlike manner to cause the least inconvenience to water customers and to traffic and shall be made at night unless otherwise approved by the ENGINEER. The detailed schedule of operations for making each connection shall be approved by the ENGINEER or his inspector before any work thereupon is commenced.

3.09 CONCRETE BACKING

- A. Concrete having compressive strength of not less than 2,000 pounds per square inch shall be used as a cradle or backing where shown on the plans or where directed by the ENGINEER. All materials including aggregates, cement, and water, as well as the mixing and placing of the

concrete, shall be approved by the ENGINEER. Bends of 22 1/2 degrees and greater, plugs, and all tees, crosses, etc. shall be placed between solid ground and the fitting to be anchored; the area of bearing on pipe and on ground in each instance shall be that required by the ENGINEER. The backing shall, unless otherwise directed, be placed so that the pipe and fitting joints will be accessible for repair.

3.10 STERILIZATION OF WATER MAINS

- A. During the construction operations workmen shall be required to use utmost care to see those parts of the structures, inside of pipes, fittings, jointing materials, valves, etc., the surface of which come in contact with City water are maintained in a sanitary condition.
- B. Every effort must be made to keep the inside of the pipe, fittings and valves free of all foreign matter, sticks, dirt, rocks, etc. As each joint of pipe is being laid it must be effectively swabbed so that all foreign matter is removed. All fittings and exposed open ends of pipe must be blocked or capped until the line is completed.
- C. When the entire pipeline or certain selected sections thereof have been completed, tested and made ready for turning over to the OWNER ready for use, the line or section of line shall be thoroughly sterilized according to AWWA C-651 and the following procedure:
 - 1. The line shall be flushed out, completely replacing its entire volume with water from the Owner's mains.
 - 2. Chlorine will be injected into the section of line being sterilized so that its entire capacity will be filled with water containing chlorine in the amount of 50 p.p.m. or in such other quantity as determined by the Engineer. The sterilizing agent shall be introduced at one end of the section and the water released from the opposite end until the sterilizing agent is present at the discharge end in such quantity as to indicate a residual chlorine of 50 p.p.m. or as otherwise determined by the Engineer. All valves shall be opened and closed several times and the sterilizing solution permitted to remain in the pipeline section for not less than 24 hours.
 - 3. At the end of the sterilizing period the sterilizing solution shall be discharged from the pipe and replaced with water direct from a main of the Owner.
 - 4. A sample of water from the sterilized main shall be taken (not through a fire hydrant) from a suitable tap under the supervision of the Engineer or his Inspector and submitted to an approved testing laboratory or the State Health Department for analysis. If the test shows a satisfactory quality of water, the line so sterilized shall then be placed in service by the Contractor who shall notify and assist the Water Superintendent in location and operation of all valves installed by the Contractor. If the sample shows unsatisfactory quality of water, the process of sterilization shall be repeated until a satisfactory water is obtained.
- D. Sterilization of the line or any section thereof shall not be commenced until the Engineer's approval of the method, apparatus, sterilizing agent, and the section of the line has been obtained.

3.11 SANITARY SEWER AND WATER MAIN SEPARATION DISTANCES

- A. The following separation distances shall be maintained between potable water and wastewater treatment plants, and waterlines and sanitary sewers.

1. Water line/new sewer line separation. When new sanitary sewers are installed, they shall be installed no closer to waterlines than 9 feet in all directions. All separation distances shall be measured from the outside surface of each of the respective pieces. Sewers that parallel waterlines must be installed in separate trenches. Any appurtenance shall be designed and constructed so as to prevent any possibility of sewage entering the drinking water system. Where the 9 feet separation distance cannot be achieved, the following guidelines will apply:
 - a. Where a sanitary sewer parallels a waterline, the sewer shall be constructed of cast iron, ductile iron or PVC meeting ASTM specifications with a pressure rating for both the pipe and joints of 150 psi. The waterline shall be located at least a minimum of 2 feet above the wastewater main or lateral, measured vertically, and at least a minimum of 4 feet away, measured horizontally, from the wastewater main or lateral. The sewer shall be located below the waterline.
 - b. Where a sanitary sewer crosses a waterline and the sewer is constructed of cast iron, ductile iron or PVC with a minimum pressure rating of 150 psi. The potable waterline shall be at least a minimum of 6" above the wastewater main or lateral. Whenever possible, the crossing shall be centered between the joints of the wastewater main or lateral.
 - c. Where a sewer crosses under a waterline and the sewer is constructed of ABS truss pipe, similar semi-rigid plastic composite pipe, clay pipe or concrete pipe with gasketed joints, the potable waterline shall be at least a minimum two (2') feet above the wastewater main or lateral. The initial backfill shall be from one quarter diameter below the centerline of the pipe to one (1) pipe diameter (but not less than 12") above the top of the pipe.
 - d. Where a sewer crosses over a waterline all portions of the sewer within 9 feet of the waterline shall be constructed of cast iron, ductile iron, or PVC pipe with a pressure rating of at least 150 psi using appropriate adapters. In lieu of this procedure the new conveyance may be encased in a joint of 150 psi pressure class pipe at least 18 feet (or longer) and two (2) nominal sizes larger than the new conveyance. The space around the carrier pipe shall be supported at 5 feet intervals with spacers or be filled to the springline with washed sand. The encasement pipe should be centered on the crossing and both ends sealed with cement grout or manufactured seal.

- B. Waterline/manhole separation. Unless sanitary sewer manholes and the connecting sewer can be made watertight and tested for no leakage, they must be installed so as to provide a minimum of 9 feet of horizontal clearance from an existing or proposed waterline. Where the nine (9') foot separation distance cannot be achieved, a carrier pipe as described in subsection A (1) of this section may be used where appropriate.

3.12 CLEARANCE FROM OTHER PIPES

- A. Water lines and sanitary sewers shall be installed no closer to each other than 9 feet. Where this cannot be achieved, the sanitary sewer shall be constructed of pressure type cast iron pipe or the equivalent of 150 psi pressure pipe with water tight joints used in water main construction for the 9 feet clearance. No physical connection shall be made between a drinking water supply, public or private, and the sewer or any appurtenances.

- B. Any facilities for permitting discharge of drinking water into the sewer or any appurtenance thereof shall be constructed so as to prevent any possibility of sewage entering the drinking water system.

3.13 INSPECTION

- A. During the process of unloading, all pipe and accessories shall be inspected by the CONTRACTOR for loss or damage in transit. No shipment shall be accepted by the CONTRACTOR until notation of any lost or damaged material shall have been placed on the bill of lading by the agent of the carrier.
- B. All pipe and accessories shall be laid, jointed, tested for defects and for leakage with pressure, and chlorinated in the manner herein specified in the presence of the ENGINEER or his authorized Inspector and subject to their approval.
- C. All material found during the progress of the work to have cracks, flaws, or other defects will be rejected by the ENGINEER, and the CONTRACTOR shall promptly remove from the site of the work such defective material.
- D. The CONTRACTOR shall be responsible for all material furnished to him or by him and shall replace at his own expense all such material that is found to be defective in manufacturing or that has become damaged in handling after delivery by the manufacturer. The CONTRACTOR shall be responsible for the safe storage of material furnished by or to him until it has been incorporated in the completed project.
- E. Pipe fittings, valves and other accessories shall be unloaded at the point of delivery, hauled to, and distributed at the site of the project by the CONTRACTOR. They shall, at all times, be handled with care to avoid damage. In loading and unloading they shall be lifted by hoists, slid, or rolled on skidways in such a manner as to avoid shock. Under no circumstances shall they be dropped. Pipe handled on skidways must not be skidded or rolled against pipe already on the ground.
- F. In distributing the material at the site of the work, each piece shall be unloaded opposite or near the place where it is to be laid in the trench. Pipe shall be handled in such a manner that a minimum amount of damage to the coating will result. Damaged coating shall be replaced in a manner satisfactory to the ENGINEER.
- G. Pipe shall be placed on the site of the work parallel with the trench alignment and with bell ends facing the direction on which the work will proceed unless otherwise directed. The interior of all pipe, fittings, and other accessories shall be kept free from dirt and foreign matter at all times.

3.14 JOINTING PIPES

- A. Remove any foreign matter in the gasket seat of the socket, wipe gasket clean, flex gasket and place in socket with the large round end or bulb end entering first. Seat gasket evenly around inside of the socket with the groove fitted over the bead. Remove any bulges.
- B. Apply a thin film of lubricant furnished by the pipe manufacturer to the inside surface of gasket.
- C. No lubricant other than that furnished with the pipe by the pipe manufacturer will be allowed to be used.

- D. Wipe plain end of pipe to be entered, clean and place in approximate alignment with the bell of the pipe to which it is to be joined.
- E. Apply a thin film of the lubricant to the outside of the plain end for about 1" back from the end. Align the pipe and carefully enter the plain end into the socket until it just makes contact with the gasket.
- F. Complete joint assembly by forcing the plain end of the entering pipe past the gasket until it makes contact with the bottom of the socket.
 - 1. For pipe in sizes 10" and larger, a jack-type tool will be used to make up the joint and complete the assembly of the joint in forcing the plain end of the pipe past the gasket.

3.15 DEFLECTION OF JOINTS

- A. The maximum deflection at each joint will not exceed 5 degrees for sizes through 12", 4 degrees for 14" and 16", and 3 degrees for 18", 20" and 24" pipe sizes.
- B. If a profile is shown on the plans, the CONTRACTOR will be required to lay the line to conform to the grades shown.
- C. If it is necessary that water line shall have over 42" of cover in order not to exceed the manufacturer's recommendations for deflection of the pipe, the CONTRACTOR shall excavate the ditch with no extra compensation.
- D. Regardless of the depth of ditch necessary, the CONTRACTOR shall, under no condition, exceed the manufacturer's recommendations for deflection of the pipe at joints. The CONTRACTOR will receive no extra compensation for extra depth necessary to cross existing utility lines.
- E. Attention is called to the fact that concrete cylinder pipe must be laid on grade to insure proper jointing of the pipe. The grades will be determined in such a manner so as to avoid excessive use of fittings and specials and to provide a uniform grade between low points and high points.
- F. No additional compensation will be paid for extra trench depth required, to meet these conditions. Any differences of opinions concerning the grades as set by the Engineer must be resolved by the CONTRACTOR prior to pipe laying.

3.16 CLEAN UP

- A. During construction the CONTRACTOR shall maintain the premises in an orderly, neat, and presentable manner. Scraps and debris shall not be left scattered but shall be assembled and such as are unusable shall be moved from the premises or disposed of to the satisfaction of the ENGINEER. When construction of the contract has been otherwise completed, the CONTRACTOR shall remove all left-over construction materials, equipment, scraps, debris, and rubbish. Earthwork shall be smoothed and graded to the lines shown on the plans. Backfill over all trenches shall be left in a uniform and neat condition.

PART 4 - MEASUREMENT AND PAYMENT

4.01 MEASUREMENT

- A. Pipe: Pipe will be measured from center of fitting to center of fitting or end of pipe without any deduction for the length of intermediate fittings or valves. Payment will be made at the price bid

per linear foot for furnishing and installing pipe, which bid price will include all costs for the complete pipe installation, including trenching and backfill, and shall include all work not otherwise provided for in these specifications.

- B. Fittings: Payment for fittings will be at the unit price per ton bid for such work. This shall include the furnishing and installation of the fitting. This unit price shall also include the cost of concrete backing or blocking. Weight shall be determined from the manufacturer's catalogs. No separate payment will be made for galvanized pipe fittings. If mechanical joint fittings are used, payment will be based on weights of mechanical joint fittings and joint accessories.
- C. Gate valves and tapping sleeves and valves will be paid for at the unit price bid for each, which price shall include the cost of the valve or tapping sleeve and valve, as well as the valve box and labor complete in place.
- D. Fire Hydrants: Payment for the furnishing and installing of fire hydrants will be made at the unit price bid, complete in place.
- E. Connections to Existing Mains: Payment for valves, fittings, pipe, etc., will be made at the unit price for each, which price shall include all parts needed to make the connection. No additional payment will be made for "WET" connections.
- F. Concrete Backing: No separate payment will be made for concrete backing or blocking of fittings, valves, etc. The Contractor shall include such costs in the price bid for setting fittings, valves, etc.
- G. Hydrostatic Test: No separate payment will be made for the hydrostatic test. The cost of the test shall be included in the bid price for pipe in place.
- H. Sterilizing: No separate payment will be made for sterilizing the main. The cost of such work shall be included in the price bid for pipe in place.
- I. Water Services: Water services will be paid for as a lump sum bid for each water service connection. The lump sum will include tapping the main, furnishing and installing the corporation stop, and the copper service line necessary to connect to the existing water service.
- J. Trenches: No separate payment will be made for trenches. This item consists of excavating all necessary trenches for the water main and system construction and backfilling after the pipe has been properly laid, inspected, and tested.
- K. Backfill: No separate payment will be made for backfill. This work shall include the furnishing of all labor, materials, tools, equipment, and machinery necessary for clearing and removing from the site of the work, wherever located, all obstructions, trees, stumps, brush, vegetation and debris, and all earth, rock, and other materials to be excavated; the removal of existing structures except where specifically paid for as separate contract pay items; the stripping or removal of top soil or sod to be piled separately from other excavated materials and later to be restored to its original place after backfilling is completed; the furnishing, placing, and maintaining of all sheeting, shoring and bracing necessary to protect the work and adjacent properties, all pumping, bailing, and draining necessary to keep the excavation free from seepage water, water from sewers, drains, ditches, creeks, and other sources; provision for the uninterrupted flow of sewers and surface waters during progress of the construction; the removal, after completion of the work, of all sheeting, shoring, and bracing not necessary to support the sides of the excavation; the satisfactory disposal of excess and unsuitable materials not required or which cannot be used for backfilling,

tamping, compacting, and refilling after settlement of all excavated areas; the restoring of all streets, alleys, fences, rights of way, and other lands or structures, private or public, damaged or occupied by the CONTRACTOR in the performance of the contract, to as good a condition as they were prior to the beginning of the work.

- L. Excavation: In trenches for water line construction will be unclassified and will not be paid for separately but shall be included in the price bid per linear foot for the various sizes of pipe unless specific provision for separate payment is called for in the Special Instruction and on the Bid Form

4.02 PAYMENT

- A. The bid items include all components of the work, including testing of new water main, required for the completion of the job in every respect except as may be otherwise provided in these specifications. CONTRACTOR shall include the furnishing of all materials and labor, including any incidental labor, in its bid prices.

END OF SECTION

SECTION 40 91 10
PRESSURE REDUCING CONTROL VALVES

PART 1 - GENERAL

1.01 INTRODUCTION

- A. This specification covers the design, manufacture, and testing of 1 in. (25 mm) through 36 in. (900 mm) Control Valves
1. Standard products - use the same manufacturer for multiple units of same type.
 2. "Tying" of equipment into packages for the purpose of thwarting competition shall be considered to be in non-compliance with these specifications.
 3. Manufacturers shall price items under different subsections or sections separately.

PART 2 - PRODUCTS

2.01 PRESSURE REDUCING CONTROL VALVES

A. FUNCTION

1. The Pressure Reducing Control Valve shall automatically throttle to reduce a higher incoming pressure and maintain an accurate and constant lower downstream pressure regardless of changing flow rate and/or inlet pressure. If downstream pressure increases above the pilot spring setting, the valve shall close.

B. MATERIALS

1. Material Specification for the Pressure Reducing Control Valves Main Valve as follows:

| Component | Material |
|---------------------------------|--|
| Body & Cover | Ductile Iron-ASTM A536 |
| Main Valve Trim | Bronze, Stainless Steel |
| Seat | Bronze, Stainless Steel |
| Stem, Nut and Spring | Stainless Steel |
| Seal Disc | Buna-N® Rubber |
| Diaphragm | Nylon Reinforced Buna-N® Rubber |
| Internal Trim Parts | Stainless Steel; Bronze; Brass |
| End Detail | Flanged (1-1/2" – 36") Threaded (1" – 3") Grooved (1-1/2" – 8") |
| Pressure Rating | Class 150 lb. (250psi Max.) Class 300 lb. (400psi Max.) |
| Temperature Range | Water to 180°F |
| Any other wetted metallic parts | Stainless Steel; Bronze; Brass |
| Coating | Fusion Bonded Epoxy Coating (Interior and Exterior); ANSI / NSF 61 Approved / AWWA coating specifications C116-03. |

C. MANUFACTURE

1. Main Valve

- a. The main valve shall be hydraulically operated, single diaphragm actuated, globe or angle pattern. The valve shall consist of three major components; the body with seat installed, the cover with bearing installed and the diaphragm assembly. The diaphragm assembly shall be the only moving part and shall form a sealed chamber in the upper portion of the valve, separating the operating pressure from line pressure. Packing glands, stuffing boxes and/or rolling diaphragm technology will not be permitted and there shall be no pistons operating the main valve or pilot controls. No fabrication or welding shall be used in the manufacturing process. Y-pattern valves shall not be permitted. Main valve shall comply with NSF/ANSI Standard 61 and certified lead free to NSF/ANSI 372 as a safe drinking water system component.

2. Main Valve End Connections

- a. End Connections for control valve shall be flanged per ASME/ANSI B16.42, Class 150 or Class 300 (1-1/2" thru 36") or Threaded End Connections (1" thru 3") or Grooved End Connections (1-1/2" thru 8").

3. Main Valve Body

- a. No separate chamber(s) below the diaphragm shall be allowed between the main valve cover and body. No fabrication or welding shall be used in the manufacturing process.
- b. The valve shall contain a resilient, synthetic rubber disc with a rectangular cross-section contained on three and one half sides by a disc retainer and forming a tight seal against a single removable seat insert. No O-ring type discs (circular, square, or quad type) shall be permitted as the seating surface. The disc guide shall be of the contoured type to permit smooth transition of flow and shall hold the discs firmly in place. The disc retainer shall be of a sturdy one-piece design capable of withstanding opening and closing shocks. It must have straight edge sides and a radius at the top edge to prevent excessive diaphragm wear as the diaphragm flexes across this surface. No hours-glass shaped disc retainers shall be permitted and no V-type or slotted-type disc guides shall be used.
- c. The diaphragm assembly containing a non-magnetic stainless steel stem; of sufficient diameter to withstand high hydraulic pressures and shall be fully guided at both ends by a bearing in the main valve cover and an integral bearing in the valve seat. The valve seat shall be a solid, one-piece design and shall have a minimum five-degree taper on the seating surface for a positive, drip-tight shut off. No center guides shall be permitted. The stem shall be drilled and tapped in the cover end to receive and affix such accessories as may be deemed necessary. The diaphragm assembly shall be the only moving part and shall form a sealed chamber in the upper portion of the valve, separating the operating pressure from the line pressure. No bolts or cap screws shall be permitted for use in the construction of the diaphragm assembly.

- d. The flexible, non-wicking, FDA approved diaphragm shall consist of nylon fabric bonded with synthetic rubber compatible with the operating fluid. The diaphragm's center hole for the main valve stem must be sealed by the vulcanized process or a rubber grommet sealing the center stem hole from the operating pressure. The diaphragm must withstand a Mullins Burst Test of a minimum of 600 X per layer of nylon fabric and shall be cycled tested 100,000 times to insure longevity. The diaphragm shall not be used as the seating surface. The diaphragm shall be fully supported in the valve body and cover by machined surfaces which support no less than one-half of the total surface area of the diaphragm in either the fully opened or fully closed position. Bellofram type rolling diaphragms shall not be permitted.
- e. The main valve seat and stem bearing in the valve cover shall be removable. The cover bearing and seat in the 6" and smaller size valve shall be threaded into the cover and body. The valve seat in the 8" and larger size valves shall be retained by flat head machine screws for ease of maintenance. The lower bearing of the valve stem shall be contained concentrically within the seat and shall be exposed to the flow on all sides to avoid deposits. To insure proper alignment of the valve stem, the valve body and cover shall be machined with a locating lip. No "pinned" covers to the valve body shall be permitted. Cover bearing, disc retainer and seat shall be made of the same material. All necessary repairs and/or modifications other than replacement of the main valve body shall be possible without removing the valve from the pipeline. The valve shall be designed such that both the cover assembly and internal diaphragm assembly can be disassembled and lifted vertically straight up from the top of a narrow opening/vault. Y-pattern valves shall not be permitted. The seat shall be of the solid one piece design. Two piece seats or seat inserts shall not be permitted. Packing glands and/or stuffing boxes shall not be permitted.

4. Pilot Control System

- a. The pressure reducing pilot control shall be a direct-acting, adjustable, spring-loaded, normally open, diaphragm valve designed to permit flow when controlled pressure is less than the spring setting. The pilot control is held open by the force of the compression on the spring above the diaphragm and it closes when the delivery pressure acting on the underside of the diaphragm exceeds the spring setting. The pilot control shall have a second downstream sensing port which can be utilized to install a pressure gauge. Pilot shall comply with NSF/ANSI 61 and certified lead free to NSF/ANSI 372 as a safe drinking water system component.
- b. The pilot control system shall include a strainer, a fixed orifice closing speed and all required control accessories, equipment, control tubing and fittings. No variable orifices shall be permitted. The pilot system shall include an opening speed control on all valves sizes 3" and smaller as standard equipment. The pilot system shall include isolation ball valves on sizes 4" and larger as standard equipment. A full range of spring settings shall be available in ranges of 0 to 400 psi. Pilot to be manufactured by control valve manufacturer.

5. Material Specification for Pilot Control

| Component | Material |
|--------------|---|
| Body & Cover | Bronze, Low Lead CuZn21Si3P or UNS C87850 |

| Component | Material |
|-------------------|-----------------------------|
| Pilot Trim | Brass & Stainless Steel 303 |
| Rubber | Buna-N® |
| Connections | FNPT |
| Pressure Rating | 400 psi Max. |
| Temperature Range | Water to 180°F Max. |
| Control Tubing | Copper |
| Control Fittings | Brass |

6. Factory Assembly

- a. Each control valve shall be factory assembled.
- b. The Quality Management System of the factory shall be certified in accordance with ISO 9001: 2008.
- c. For all control valves, the factory assembly shall include the complete main valve, pilot valve(s), and all associated accessories and control equipment.
- d. During factory assembly the control valve manufacture shall make all necessary adjustments and correct any defects.

7. Nameplates

- a. Each Control Valve and associated pilot(s) shall be provided with an identifying nameplate.
- b. Nameplates, depending on type and size of control valve, shall be mounted in the most practical position possible, typically on the inlet side of the valve body.
- c. Nameplates shall be brass and a minimum of 3/32" thick, 3/4" high and 2-3/4" long.
- d. Pertinent control valve data shall be etched or stamped into the nameplate. Data shall include control valve Catalog number, function, size, material, pressure rating, end-connection details, type of pilot controls used and control adjustment range.

8. Factory Testing

- a. Each control valve shall be factory tested.
- b. The Quality Management System of the factory shall be certified in accordance with ISO 9001: 2008
- c. Tests shall conform to approved test procedures.
- d. The standard factory tests shall include a valve body and cover leakage test, seat leakage test and a stroke test. Control valves and pilot valves, in the partially open position, with both ends closed off with blind flanges (valves) and pipe plugs (pilots), shall be subject to an air test. The applied air pressure shall be 90 psi minimum. All air pressure tests shall be applied for a minimum of 15 minutes. No

visible leakage is permitted through the valve seat, the pressure boundary walls of the valve body, valve cover, pilot body, pilot cover or the body-cover joint.

- e. Control valve manufacturer shall, upon request, offer additional testing, such as high pressure hydrostatic testing, positive material inspection testing, ferrite testing, liquid penetration inspection testing, magnetic particle examination testing and radiographic examination testing.

2.02 PRODUCT DATA

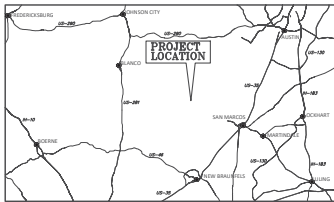
- A. The following information shall be provided:
 - 1. Control Valve manufacturer's technical product data.
 - 2. Control Valve manufacturer's Installation, Operation and Maintenance manual (IOM).
- B. Provide specific information on all optional features specified above and confirm that these items are provided.
- C. The valve manufacturer shall be able to supply a complete line of equipment from 1" through 36" sizes and a complete selection of complementary accessories and equipment.
- D. The control valve manufacture shall provide a computerized cavitation analysis report which shows flow rate, differential pressure, and percentage of valve opening. Cv factor, system velocity, and if there will be cavitation damage.
- E. The manufacturer must also provide valve noise levels according to International Standards over the flow range of the valve. Noise calculation program will be specific to the control valve manufacturer, and based upon tests conducted by a third party, independent laboratory and will be able to provide dBA values for octave band frequencies between 31.5 and 8000 Hz. (Valves with KO trim calculations are per another industry accepted standard without the octave band frequency noise levels). Generic, third party noise calculation for non-specific control valves will not be accepted.

END OF SECTION

HAYS COUNTY, TEXAS

CEDAR OAKS MESA WSC WATER IMPROVEMENTS

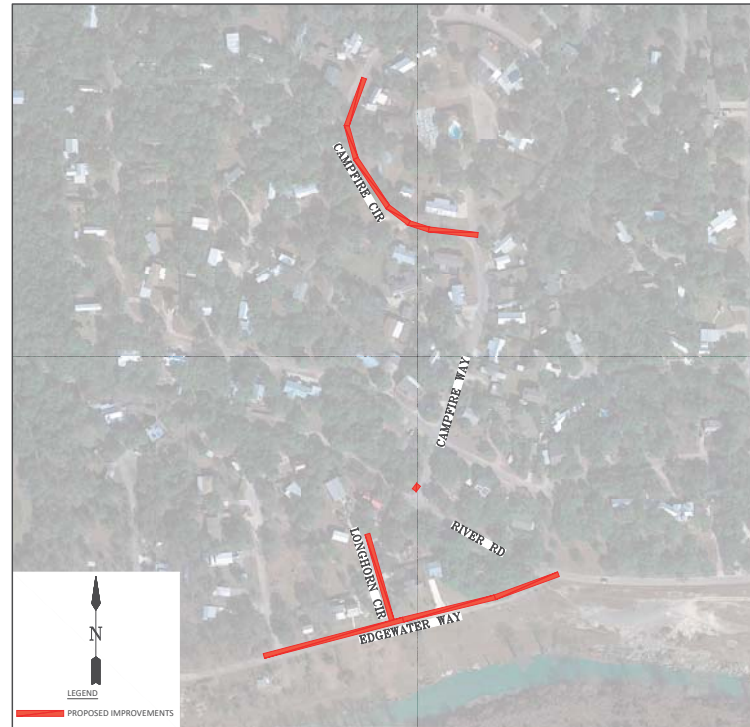
TXCDBG CONTRACT NO. CDV21-0346



VICINITY MAP
NTS

HAYS COUNTY JUDGE
RUBEN BECERRA

HAYS COUNTY COMMISSIONERS
DEBBIE INGALSBE - PRECINCT NO. 1
MICHELLE COHEN - PRECINCT NO. 2
LON SHELL - PRECINCT NO. 3
WALT SMITH - PRECINCT NO. 4



LOCATION MAP
NTS

SHEET INDEX

- 1 COVER SHEET
- 2 GENERAL NOTES I
- 3 LEGEND & ABBREVIATIONS
- 4 OVERALL PROJECT MAP
- 5 CAMPFIRE CIRCLE WATERLINE
- 6 LONGHORN CIRCLE WATERLINE
- 7 EDGEWATER DRIVE WATERLINE
- 8 MISCELLANEOUS DETAILS
- 9 EROSION CONTROL PLAN


















TRC PROJECT NUMBER: 439192



AUGUST 2023

LEGEND

| | |
|---|--------------------|
| WW | DUST SANITARY SEW |
| WW | PROP SANITARY SEW |
| W | DUST WATER LINE |
| W | PROP WATER LINE |
| GAS | GAS LINE |
| TEL | TELEPHONE CABLE |
| FO | FIBER OPTICS LINE |
| OE | OVERHEAD ELECTRIC |
| PL | PROPERTY LINE |
| /// | EDGE OF ASPHALT |
|  | TREE |
|  | SHRUB |
|  | CONTROL POINT |
|  | HIGHWAY SIGN |
|  | CONCRETE MONUMENT |
|  | WATER/GAS METER |
|  | FIRE HYDRANT |
|  | POWER POLE |
|  | POWER POLE W/ GAS |
|  | TELEPHONE PEDESTAL |
|  | WATER VALVE |
|  | PROPERTY CORNER |
|  | LIGHT POLE |
|  | MAILBOX |
|  | SPIGOT |

| | |
|---------------|--|
| ASHUTO | AMERICAN ASSOCIATION OF STATE HIGHWAY |
| AS | TRANSPORTATION OFFICIALS |
| ACT | AIR CONDITIONING |
| AD | ACTIVATED |
| ADJ | ADJUSTABLE, ADJUST |
| AE | AIR ELEMENTS |
| AFB | ABOVE FINISHED FLOOR |
| AT | ANTENNA |
| AL, ALU, ALUM | ALUMINUM |
| APPROX | APPROXIMATE (LY) |
| AST | AMERICAN |
| ASTM | AMERICAN SOCIETY FOR TESTING MATERIALS |
| AVE | AVERAGE |
| AWG | AVERAGE |
| AWD | AVERAGE WATER DEPTH |
| AWS | AVERAGE WATER SURFACE |
| B | BEGINNING |
| BFP | BELT FILTER PRESS |
| BFV | BUTTERFLY VALVE |
| BIT CONC | BITUMINOUS CONCRETE |
| BLDG | BUILDING |
| BLVD | BOULEVARD |
| BNR | BIOLOGICAL NUTRIENT REACTOR |
| BSC | BAGGED CURB |
| BTWN | BETWEEN |
| BW | BROADWAY |
| CBWASH | BACKWASH |
| CARB | CARBON |
| C-C | CENTER TO CENTER |
| CE | CLAMIFIER EFFLUENT |
| CFM | CUBIC FEET PER MINUTE |
| CFPS | CUBIC FEET PER SECOND |
| CG | COMBUSTIBLE GAS |
| CS | CAST IRON PIPE |
| CSP | CAST IRON STEEL PIPE |
| CL | CENTERLINE |
| CF | CHAIN LINK |
| CFE | CHAIN LEAN |
| CM | CENTIMETER |
| CMU | CONCREGATED METAL PIPE |
| COMP | COMPOSITE MASONRY UNIT |
| CO | CLEAN COAT |
| CONC | CONCRETE |
| CONN | CONNECTION |
| CONT | CONTINUOUS |
| CPLG | COOPER |
| CPVC | CHLORINATED POLYVINYL CHLORIDE |
| CR | CORNER |
| CR | CARBON STEEL |
| CR | CENTER (ED) |
| CS | COPPER PIPE |
| CU FT (CF) | CUBIC FOOT (FEET) |
| CU YD (CY) | CUBIC YARD |
| CV | CHICK VALVE |
| CW | POTABLE COLD WATER |
| D | DETAILED |
| DEG | DEGREES |
| DET | DETENTION |
| DL, DIP | DUCTILE IRON (PIPE) |
| DA, B | DRAIN |
| DMH | DRAIN MANHOLE |
| DR | DEEP |
| DPI | DRAIN PRESSURE INDICATOR |
| DR | DRAIN, PROCESS |
| E | EAST |
| EA | EACH |
| EFF | EACH FACE OR EQUALIZATION FILL |
| EFR | EQUALIZATION FLOW RETURN |
| EL, ELEV | ELEVATION |
| EMBED | EMBEDDED |
| EMH | ELECTRIC MANHOLE |
| EPDM | ETHYLENE PROPYLENE RUBBER |
| EQ | EQUALIZATION, EQUAL (LT), OR EQUIPMENT |
| EQUIP | EQUIPMENT |
| ER | EQUALIZATION RETURN |
| EX, EXIST | EXISTING |
| EXP | EXPLODE OR EXPANSION |
| FX | EXPOSED |
| FW | FIBERGLASS |
| FCV | FLOW CONTROL VALVE |
| FCW | FLAT CRESTED WEIR |
| FD | FLOOR DRAIN |
| FE | FRENCH DRAIN |
| FE | FLOW ELEMENT |
| FE | FRESHED FLOOR |
| FG | FINISHED GRADE |
| FI | FLOW INDICATOR |
| FIG | FIGURE |
| FIN | FINISH (ED) |
| FINW | FINISHED WATER |
| FINW | FLOW INDICATING TRANSMITTER |
| FJ | FLANGE JOINT |
| FL | FLOWLINE |
| FLEX | FLEXIBLE |
| FLC | FLANGE (D) |
| FLNC | FLANGE |

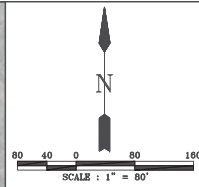
ABBREVIATIONS

| | |
|--------|------------------------------------|
| FRP | FIBERGLASS REINFORCED PIPE |
| FS | FLOW SWITCH LOW |
| FT | FEET / FOOT |
| FV | FLOW VALVE |
| FW | FACE OF WALL, FINISHED WATER |
| G | GAS |
| GAL | GALLON |
| G | GRADE |
| GB | GRADE BREAK |
| GPM | GALLONS PER MINUTE |
| GR | GRADE |
| GSP | GALVANIZED STEEL PIPE |
| GS | GALVANIZED STEEL |
| H | GATE VALVE |
| H | HEIGHT |
| H2S | HYDROGEN SULFIDE |
| HB | HOSE BIBB |
| HDX | HOT DIPPED GALVANIZED (STEEL) |
| HOPE | HIGH DENSITY POLYETHYLENE |
| HEX | HEXAGON |
| HFAC | HARNESSED FLANGED ADAPTOR COUPLING |
| HR | HORIZONTAL GRADE LINE |
| HRAC | HORIZONTAL |
| HP | HIGH POINT |
| HR | HOUR |
| HWL | HIGH WATER LEVEL |
| HVVY | HIGHWAY |
| ID | INSIDE DIAMETER |
| IDENT | IDENTIFICATION |
| IN | INCH |
| INC | INCORPORATED |
| INCR | INCREASE |
| INF | INFLUENT |
| INT | INTERSECTION |
| INTV | INVERT |
| INV EL | INVERT ELEVATION |
| IT | JOINT |
| KCF | THOUSAND CUBIC FEET |
| LG | LOAD |
| LB | POUND |
| LE | LEVEL ELEMENT |
| LE | LEVEL INDICATOR |
| LI | LEVEL INDICATOR TRANSMITTER |
| LP | LOW POINT |
| LA | LOW PRESSURE AIR |
| LR | LONG RADIUS |
| LSH | LEVEL SWITCH HIGH |
| LSL | LEVEL SWITCH LOW |
| LT | LEVEL TRANSMITTER |
| MT | MOTOR OR METER |
| MATL | MATERIAL |
| MAX | MAXIMUM |
| MICH | MECHANICAL |
| MFG | MANUFACTURER |
| MILL | MILLION GALLONS |
| MGR | MILLION GALLONS PER DAY |
| MH | MANHOLE |
| MIN | MINIMUM |
| MISC | MISCELLANEOUS |
| ML | MECHANICAL JOINT |
| MLSS | MIXED LIQUOR SUSPENDED SOLIDS |
| MTL | METAL |
| MV | MECHANICAL VALVE |
| N | NORTH |
| NE | NORTHEAST |
| NG | NATURAL GROUND |
| NO | NORMALLY OPEN |
| NOD | NUMBER |
| NOM | NOMINAL |
| NPW | NON-PORTABLE WATER |
| NT | NOT TO SCALE |
| NW | NORTHWEST |
| O2 | OXYGEN |
| OA | ODOROUS AIR |
| OC | ON CENTER |
| OCF | ODOR CONTROL FAN |
| OCW | ON CENTER EACH WAY |
| OD | OUTSIDE DIAMETER |
| O/E | OR EQUIV |
| O | OVERFLOW |
| OPNG | OPENING |
| O/S | OFF SET |
| P | PUMP |
| P/AVT | PAVEMENT |
| PC | BEGINNING POINT OF CURB |
| PCP | PRECAST CONCRETE CURB PAVEMENT |
| PD | PLAIN DRAIN |
| PDPS | PROCESS DRAIN PUMP STATION |
| PER | PERMANENT |
| PERM | PERMEATE |
| PH | HYDROGEN ION CONCENTRATION |
| PI | PRESSURE INDICATOR |
| PIP | PRESSURE INDICATOR TRANSMITTER |
| PIV | POST INDICATOR VALVE |
| PKWY | PARKWAY |

| | |
|--------------|---|
| PLT | PLATE |
| PON | PUSH ON |
| POB | POINT OF BEGINNING |
| POE | POINT OF ENDING |
| POTW | POTABLE WATER |
| PROJ | PROJECTING |
| PROP | PROPOSED |
| PS | PUMP STATION |
| PSI | POUNDS PER SQ INCH |
| PSIG | POUNDS PER SQ INCH GAGE |
| PVC | REINFORCED CONCRETE POLYVINYL CHLORIDE |
| PW | POTABLE WATER |
| QHDE | QUARTZ FILL, HIGH DENSITY POLYETHYLENE |
| GAIVE | AVERAGE DAILY FLOW |
| QPK | PEAK 2-HOUR FLOW |
| R | RADIUS |
| RAS | RETURN ACTIVATED SLUDGE |
| RC | REINFORCED CONCRETE |
| RCB | REINFORCED CONCRETE BLOCK |
| RCP | REINFORCED CONCRETE PIPE |
| RD | ROAD |
| RED | REDUCER |
| REF | REFERENCE |
| REINF | REINFORCED (ING) |
| REQD | REQUIRED |
| RESID | RESIDUAL |
| RFP | REINFORCED FIBERGLASS PIPE |
| RM EL | RM ELEVATION |
| R/W | RIGHT-OF-WAY |
| RS | RAW SEWAGE |
| RS | RAW WATER |
| S | SEWER |
| S | SLOPE |
| S | SOUTH |
| S (SEC) | SECOND |
| SC/SCH/SCHED | SCHEDULE |
| SCM | SCREW |
| SCFM | STANDARD CUBIC FEET PER MINUTE |
| SD | STORM DRAIN |
| SE | SOUTHEAST |
| SG | SIDE GATE |
| SG&B | SCREENED & DEGRITTED WATER |
| SHC | SODIUM HYPOCHLORITE |
| SI | SOCKET JOINT |
| SIG | SIG |
| SU | SUICIDE GATE |
| SMH | SEWER MANHOLE |
| SMH | SPACE/LED OR STOP PLATE |
| SPEC | SPECIFICATION, SPECIFIED |
| SPD | SUMP PUMP DISCHARGE |
| SPP | SANITARY PUMP STATION |
| SQ | SQUARE |
| SHOR | SHOR, RADIUS OR SUPPLY REGISTER |
| SS | STAINLESS STEEL |
| SSMH | SANITARY SEWER MANHOLE |
| ST | STREET |
| STA | STATION |
| STD | STANDARD |
| STL | STEEL |
| STOR | STORAGE |
| STRUC | STRUCTURE |
| STWY | STAIRWAY |
| SUB | SUBMERGED |
| SW | SOUTHWEST, SCREENED WASTEWATER |
| SWD | SIDE WATER DEPTH |
| SWH | SIDE WALL HEIGHT |
| T | TOP OF CURB |
| T, THK | THICKNESS |
| TB | TOP AND BOTTOM |
| TG | TOP OF GRATE |
| THRD | THREADED |
| TG | TOP OF CURB/CONCRETE |
| TOS | TOP OF SLAB |
| TOW | TOP OF WALL |
| TP | TURNING POINT |
| TP | THERMOPLASTIC REINFORCED PIPE |
| TSP | TOP OF SURFACE |
| TY | TYPICAL |
| UNLES | UNLESS NOTED OTHERWISE |
| UHMWPE | ULTRA HIGH MOLECULAR WEIGHT POLYETHYLENE |
| UV | ULTRAVIOLET |
| V | VALVE |
| VERT | VERTICAL |
| VFD | VARIABLE FREQUENCY DRIVE |
| VG | VALLEY GUTTER |
| W | WEST |
| W | WIDE |
| W | POTABLE WATER |
| W | WITH |
| WAS | WASTE ACTIVATED SLUDGE |
| WG | WASTE GAS |
| WS | WATER SURFACE OR WATERSTOP |
| WSE | WATER SURFACE ELEVATION |
| WSG | WEIR SLIDE GATE |
| WSTWTR | WASTEWATER |
| WWD | WET WEATHER DISCHARGE |

| | | | | |
|--|---|--|---|-------------------------|
|  <p>HAYS COUNTY, TEXAS CEDAR OAKS MESA WSC WATER IMPROVEMENTS LEGEND & ABBREVIATIONS</p> |  <p>TRC TRC ENGINEERS, INC. 1505 KATHLEEN DRIVE, STE. 100 DALLAS, TX 75241 TEL: 972.444.1000 FAX: 972.444.1001 WWW.TRC-INC.COM</p> | | DESIGN BY: _____ DRAWN BY: <u>WGL/SHS</u> CHECKED BY: _____ SCALE: NONE JOB NUMBER: <u>437192</u> | REVISION NO. DATE |
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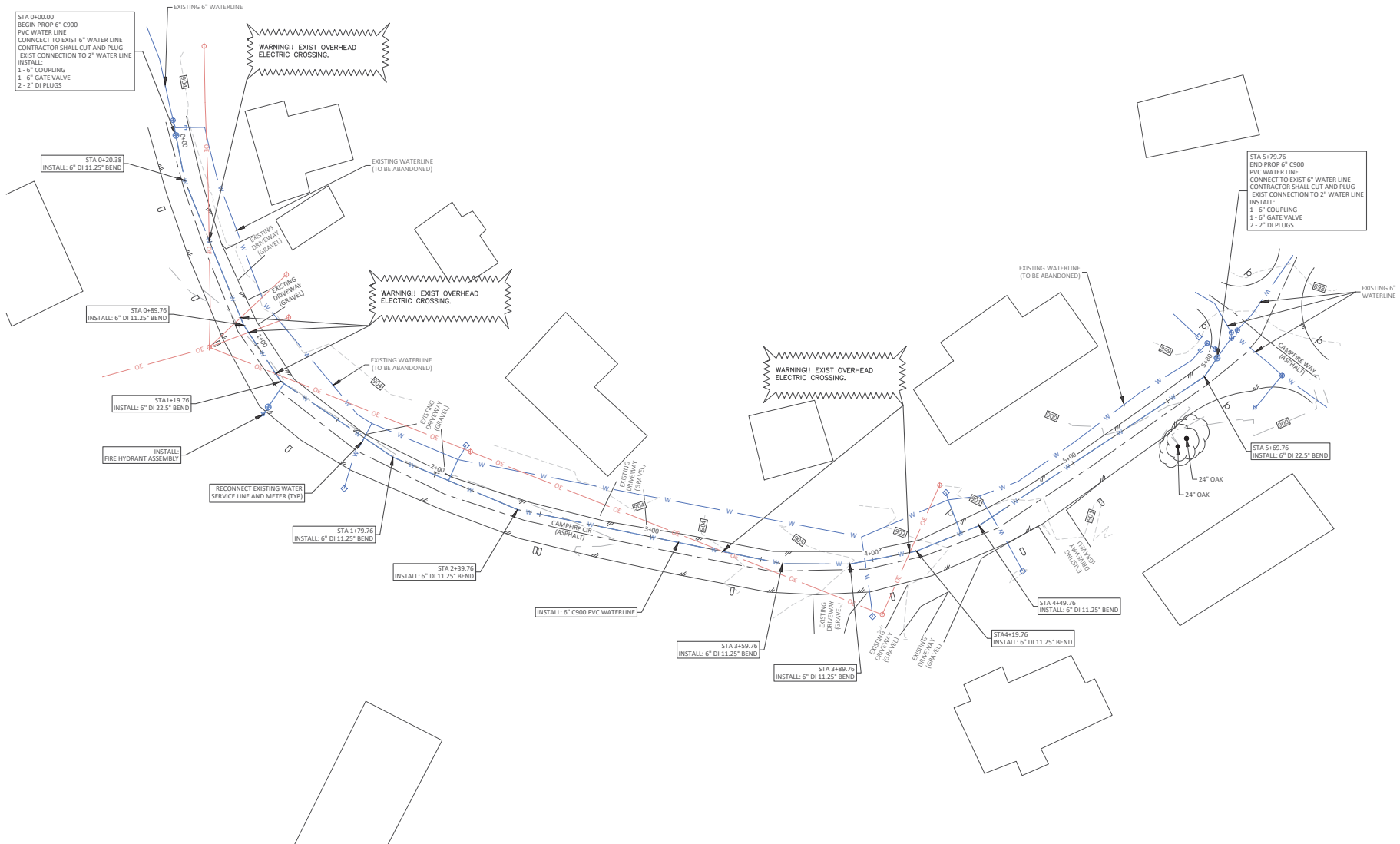
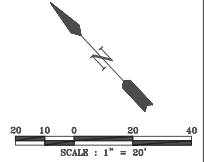
C:\WORKING\TDS\WATER\WATER\4. EXTERNAL PROJECT MAP.DWG - 7/27/20



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|-------|---|-------------|---|--|---|--|-------------|------------|-----|----------|------|
| SHEET | 4 | AUGUST 2023 |  | HAYS COUNTY, TEXAS CEDAR OAKS MESA WSC WATER IMPROVEMENTS OVERALL PROJECT MAP |  |  TRC ENGINEERS, INC. 505 E. B. & E. FARM ROAD, SUITE 100 DALLAS, TEXAS 75244 (214) 464-1918 | DESIGN BY: | MONTANGELO | NO. | REVISION | DATE |
| | | | | | | | DRAWN BY: | MONTANGELO | | | |
| | | | | | | | CHECKED BY: | MONTANGELO | | | |
| | | | | | | | SCALE: | 1" = 60' | | | |
| | | | | | | | JOB NUMBER: | 439192 | | | |

UTILITY NOTE:
UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION. ANY UTILITIES DAMAGED DURING CONSTRUCTION MUST BE REPAIRED IMMEDIATELY AND TO THE OWNER'S SATISFACTION AT THE CONTRACTOR'S EXPENSE.

- WATER IMPROVEMENT NOTES:
1. PROPOSED WATER MAINS AND LATERALS SHALL BE DR 18 C-900 PVC, UNLESS OTHERWISE NOTED IN PLANS.
 2. ALL PIPE FITTINGS SHALL HAVE CONCRETE THRUST BLOCKING (SEE MISCELLANEOUS DETAILS SHEET).
 3. THE CONTRACTOR SHALL OPERATE ALL EXISTING WATER MAIN VALVES FOR ISOLATION PURPOSES. THE CONTRACTOR SHALL PROVIDE THE OWNER A MINIMUM 7-DAY ADVANCE NOTICE PRIOR TO START OF CONSTRUCTION ON ANY WATER FACILITY IN THIS PROJECT. CONTRACTOR SHALL ASSIST OWNER FOR ALL OPERATIONS AND SHUTDOWNS OF EXISTING VALVES. NO SEPARATE PAY.
 4. PIPELINE SHALL BE INSTALLED WITH A MINIMUM 42 INCHES OF COVER.
 5. LOCATION OF WATER SERVICE CONNECTIONS SHALL BE DETERMINED BY CONTRACTOR.
 6. AS CONSTRUCTION ACTIVITIES APPROACH AN EXISTING UTILITY LINE, THE CONTRACTOR SHALL LOCATE THE LINE, DETERMINE ITS EXACT ELEVATION, AND MAKE GRADE ADJUSTMENTS BY DEFLECTING THE PIPELINE FITTINGS. THE MINIMUM COVER OVER THE PROPOSED WATER LINE SHALL NOT BE LESS THAN 42 INCHES. MAXIMUM FITTING DEFLECTION SHALL BE PER MANUFACTURER'S WRITTEN INSTRUCTIONS. NO SEPARATE PAY.
 7. CONTRACTOR SHALL SEE MISCELLANEOUS DETAILS SHEET FOR SERVICE CONNECTION DETAILS.
 8. ALL EXISTING SERVICE CONNECTIONS (WATER, SEWER, GAS, ETC.) NOT SHOWN FOR CLARITY. ALL INDIVIDUAL SERVICES SHALL BE MAINTAINED OR REPLACED AS NECESSARY. NO SEPARATE PAY.
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 11. REPAIR GRAVEL DRIVEWAYS TO PRE-EXISTING CONDITION (NO SEPARATE PAY).
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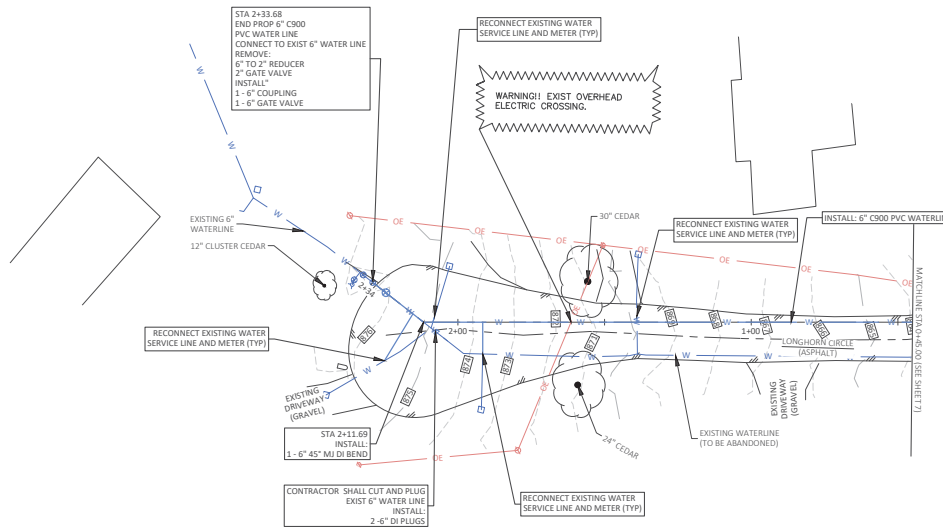
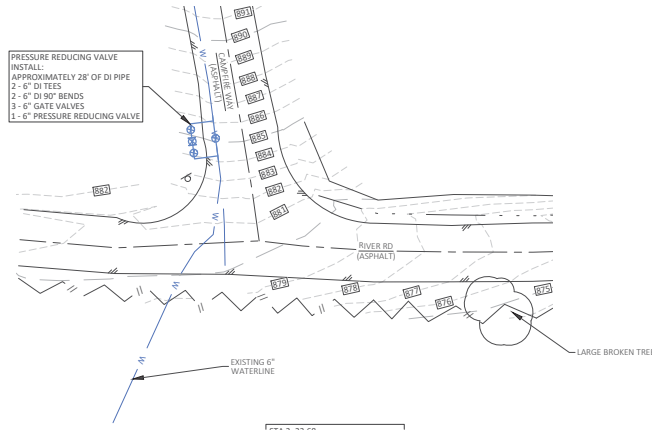
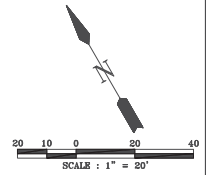


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| DESIGN BY: | MAINTENANCE |
| DRAWN BY: | MAINTENANCE |
| CHECKED BY: | MAINTENANCE |
| SCALE: | 1" = 20' |
| JOB NUMBER: | 433192 |
|  TRC ENGINEERS, INC. 505 E. B.A.E. FARM ROAD #100 DALLAS, TEXAS 75242 (214) 464-1918 | |
|  | |
| HAYS COUNTY, TEXAS CEDAR OAKS MESA WSC WATER IMPROVEMENTS CAMPFIRE CIRCLE WATERLINE | |
|  | |
| SHEET | 5 |
| AUGUST 2023 | |

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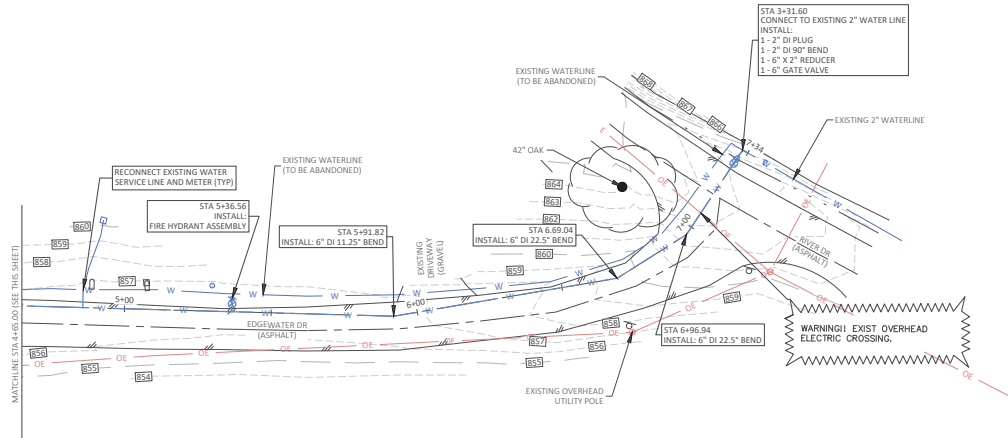
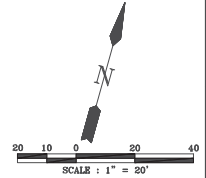
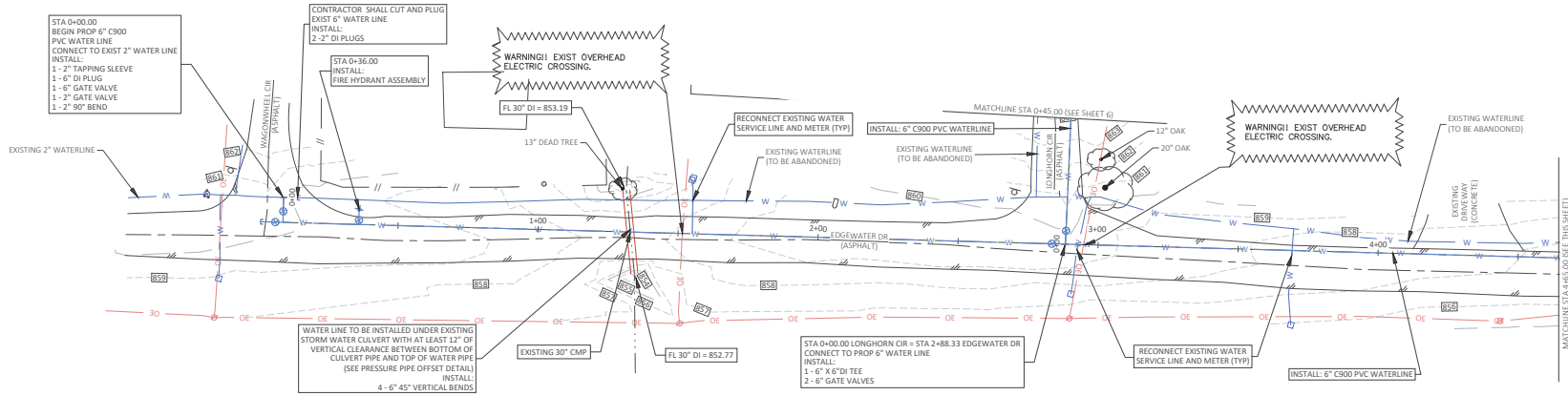
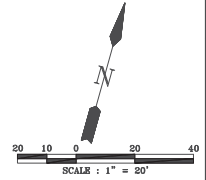
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| REVISION | |
| NO. | |
| DESIGN BY: MONTAÑANO | REVIEWER: MONTAÑANO |
| DRAWN BY: MONTAÑANO | CHECKED BY: MONTAÑANO |
| SCALE: 1" = 20' | JOB NUMBER: 439192 |
|  TRC ENGINEERS, INC. 505 E. B. & E. FARMERS ROAD SUITE 100 DALLAS, TEXAS 75244 (214) 464-1918 | |
|  | |
| HAYS COUNTY, TEXAS CEDAR OAKS MESA WSC WATER IMPROVEMENTS LONGHORN CIRCLE WATERLINE | |
|  | |
| SHEET | 6 |
| AUGUST 2023 | |

UTILITY NOTE:

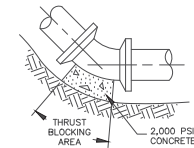
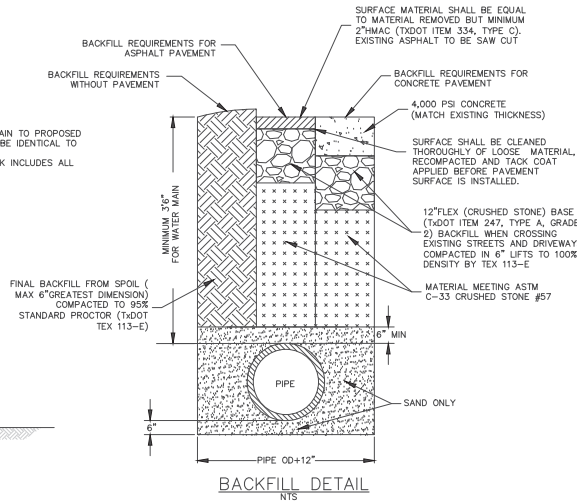
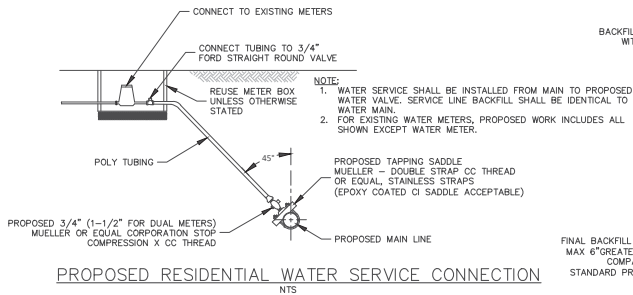
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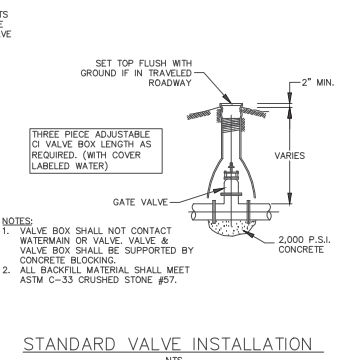
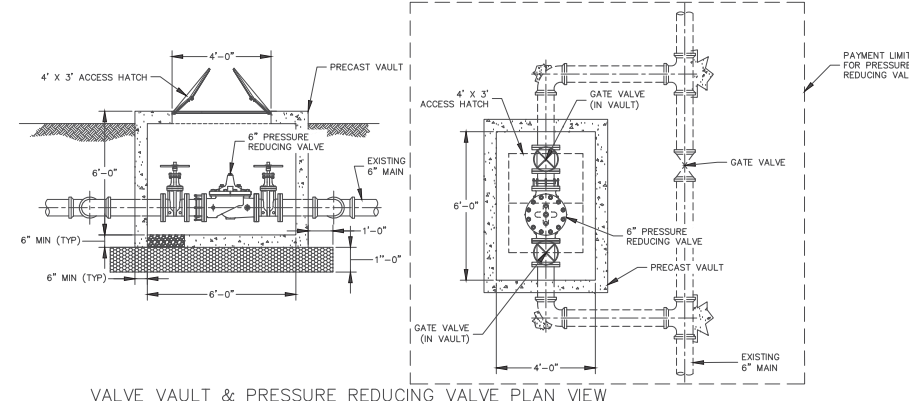
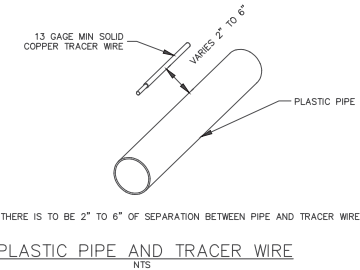
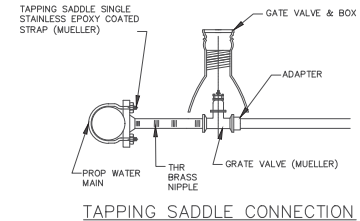
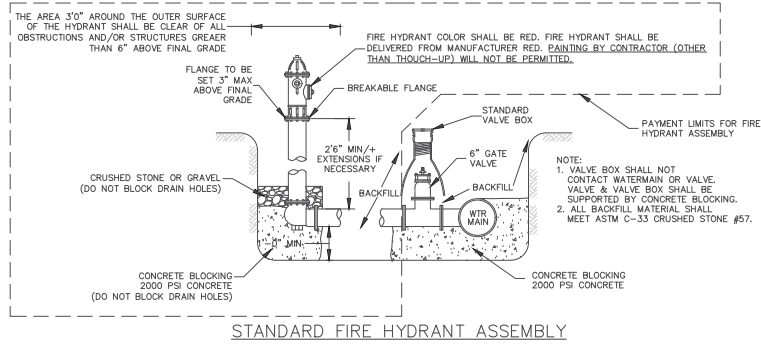
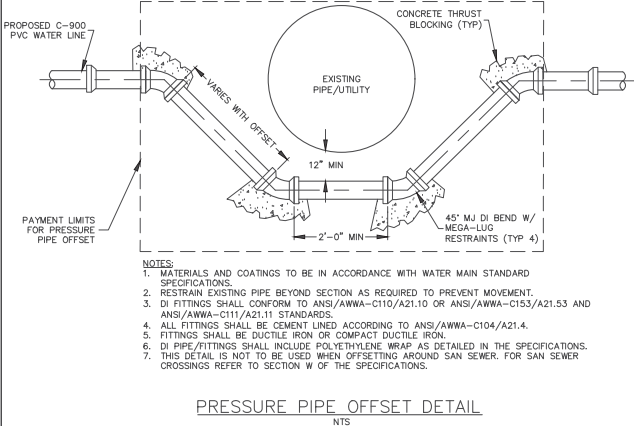
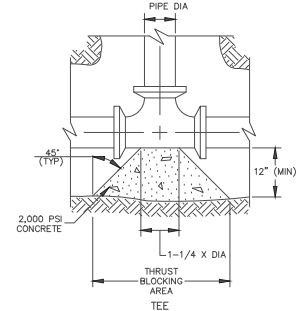
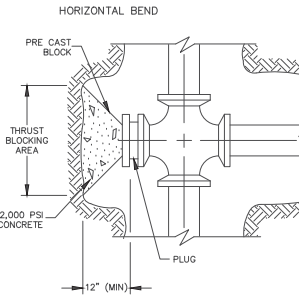
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| DATE | |
| REVISION | |
| NO. | |
| DESIGN BY: MONTANIELLO | |
| DRAWN BY: MONTANIELLO | |
| CHECKED BY: MONTANIELLO | |
| SCALE: 1" = 20' | |
| JOB NUMBER: 439192 | |
|  TRC ENGINEERS, INC. <small>505 E. 13th Street, Suite 100, Fort Worth, TX 76102 (817) 494-1918</small> | |
|  | |
| HAYS COUNTY, TEXAS CEDAR OAKS MESA WSC WATER IMPROVEMENTS EDGEWATER DRIVE WATERLINE | |
|  | |
| SHEET | 7 |
| AUGUST 2023 | |



| THRUST BLOCKING AREA REQUIRED (SQUARE FEET) | | | | | | |
|---|--------------------|----------|----------|--------------|--------------|--|
| PIPE DIA | TEE, CROSS, OR END | 90° BEND | 45° BEND | 22 1/2° BEND | 11 1/4° BEND | |
| 6" | 1.00 | 1.00 | 0.75 | 0.50 | 0.50 | |
| 8" | 1.60 | 1.60 | 1.25 | 0.90 | 0.90 | |
| 12" | 5.40 | 5.40 | 4.20 | 3.00 | 3.00 | |
| 16 & 18" | 11.40 | 11.40 | 8.70 | 6.00 | 6.00 | |



DATE

REVISION

NO.

DESIGN BY: MONTAÑELO

DRAWN BY: MONTAÑELO

CHECKED BY: MONTAÑELO

SCALE: NONE

JOB NUMBER: 439192

TRC
ENGINEERS, INC.

505 E. 18th Street, Suite 100
Irving, TX 76038
(972) 441-1918

HAYS COUNTY, TEXAS
CEDAR OAKS MESA WSC
WATER IMPROVEMENTS
MISCELLANEOUS DETAILS

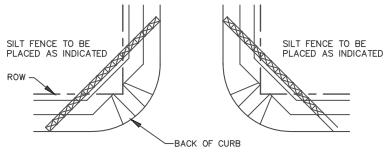
SHERRY

8

AUGUST 2023

GENERAL NOTES FOR STORM WATER POLLUTION PREVENTION PLAN

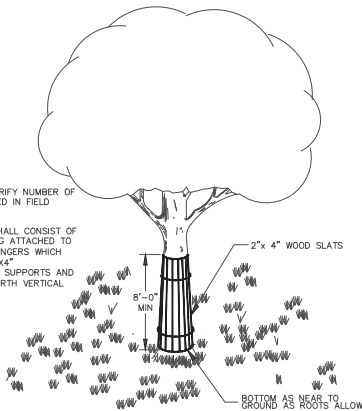
1. ALL OPERATORS AND/OR CONTRACTORS SHALL CONFORM TO THE TERMS AND CONDITIONS OF THE TEXAS POLLUTION DISCHARGE ELIMINATION SYSTEMS (TPDES) GENERAL PERMIT NO. TPD150000 AS PUBLISHED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ). SEE PROJECT SPECIFICATIONS FOR FURTHER INFORMATION.
2. THE NOTICE OF INTENT (NOI), AS REQUIRED BY THE GENERAL PERMIT, MUST BE PROPERLY DISPLAYED ON SITE AT ALL TIMES BY EACH OPERATOR.
3. ALL RELEASES OF REPORTABLE QUANTITIES OF HAZARDOUS SUBSTANCES SHALL BE REPORTED IMMEDIATELY TO THE FACILITY OPERATOR AND EPA.
4. QUALIFIED OPERATOR PERSONNEL MUST INSPECT THE SITE AT LEAST ONCE EVERY FOURTEEN DAYS AND WITHIN 24 HOURS OF A 1/2" - INCH OR GREATER RAINFALL EVENT. THE INSPECTOR SHALL DOCUMENT THE RESULTS.
5. MODIFICATIONS TO THE STORM WATER POLLUTION PREVENTION PLAN SHALL BE IMPLEMENTED AND BE IN-PLACE WITHIN A SEVEN CALENDAR DAY PERIOD.
6. IF ANY CONTRACTOR SEES A VIOLATION BY AN OPERATOR OR ANOTHER CONTRACTOR, HE SHALL NOTIFY THE OPERATOR AND CONTRACTOR IN VIOLATION, AS WELL AS THE FACILITY OPERATOR.
7. EROSION CONTROL SHALL BE INSTALLED PRIOR TO ANY GRADING.
8. ACCUMULATED SILT DEPOSITS SHALL BE REMOVED FROM SILT FENCES WHEN SILT DEPTH REACHES SIX INCHES. REMOVAL OF SILT DEPOSITS BY THE CONTRACTOR SHALL BE INCIDENTAL TO THE PERFORMANCE OF THE CONTRACT AND A SEPARATE BID ITEM SHALL NOT BE INCLUDED.
9. THE CONTRACTOR SHALL ADD OR DELETE EROSION PROTECTION AT THE REQUEST AND DIRECTION OF THE OPERATOR OR THE CITY.
10. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTROL AND LIMIT SILT AND SEDIMENT LEAVING THE SITE. SPECIFICALLY, THE CONTRACTOR SHALL PROTECT ALL PUBLIC STREETS, ALLEYS, STREAMS AND STORM DRAINAGE SYSTEMS FROM EROSION DEPOSITS.
11. IF ANY EROSION CONTROL IS REMOVED FOR CONSTRUCTION AND/OR ACCESS PURPOSES, THE CONTRACTOR SHALL REPLACE IT AT THE END OF THE WORK DAY.
12. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE A DUMPSTER (OR EQUAL) TO COLLECT SOLID WASTE MATERIALS DURING CONSTRUCTION.
13. IT IS ANTICIPATED THAT THE FOLLOWING NON-STORM WATER DISCHARGES WILL BE ASSOCIATED WITH THIS PROJECT. THESE DISCHARGES ARE AUTHORIZED THROUGH THE CONSTRUCTION GENERAL PERMIT:
 - A. FIRE HYDRANT FLUSHINGS
 - B. WATER USED TO WASH VEHICLES AND TO CONTROL DUST
 - C. POTABLE WATER SOURCES INCLUDING WATERLINE FLUSHINGS
 - D. IRRIGATION DRAINAGE
 - E. PAVEMENT WASHDOWN
 - F. UNCONTAMINATED GROUND WATER
 - G. CONSTRUCTION WATER
14. CONSTRUCTION WASTE DISPOSAL CONTAINERS SHALL BE PROVIDED ON THE SITE FOR DISPOSAL OF ALL NON-HAZARDOUS CONSTRUCTION WASTE MATERIALS. THE CONTAINERS SHALL BE HAULED TO LANDFILL BY THE CONTRACTOR AT THE EXPENSE OF THE CONTRACTOR.
15. ALL HAZARDOUS MATERIALS SHALL BE HANDLED AND DISPOSED OF BY THE CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS.
16. AFTER INSTALLATION OF PAVEMENT AND GENERAL CLEANUP, THE CONTRACTOR SHALL ESTABLISH GRASS GROUNDCOVER IN ALL STREET PARKWAYS, MEDIANS, EMBANKMENT SLOPES, CHANNEL SLOPES AND ALL OTHER DISTURBED AREAS. MATERIAL TO BE USED SHALL BE AS FOLLOWS:
 - A. SEEDED, BERMUDA GRASS.
 - B. COST FOR SEEDING DISTURBED AREAS OUTSIDE THE PAY LIMITS SHALL BE CONSIDERED SUBSIDIARY TO THE PAY ITEM FOR SEEDING.



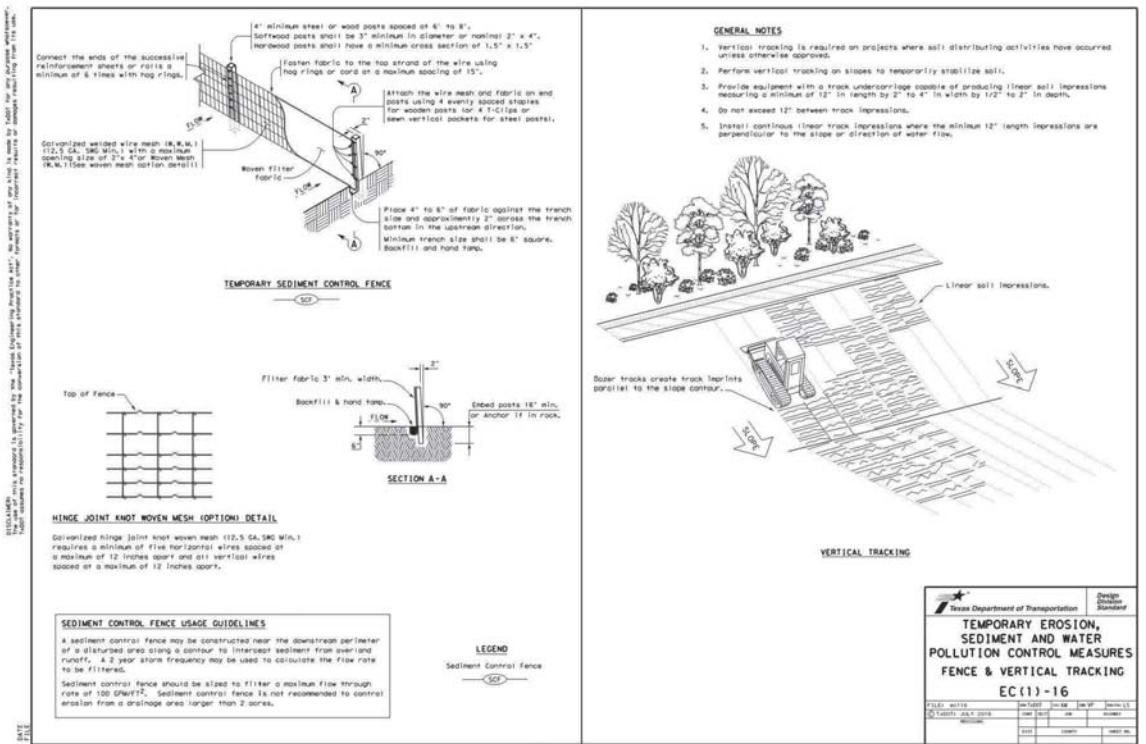
EROSION CONTROL DETAIL
FOR STREET INTERSECTION
N15

NOTES:

1. CONTRACTOR SHALL VERIFY NUMBER OF TREES TO BE PROTECTED IN FIELD PRIOR TO BIDDING.
2. PROTECTIVE FENCING SHALL CONSIST OF ANY VERTICAL PLANKING ATTACHED TO 2"x4" HORIZONTAL STRINGERS WHICH ARE SUPPORTED BY 2"x4" INTERMEDIATE VERTICAL SUPPORTS AND A 4"x4" AT EVERY FOURTH VERTICAL SUPPORT.



TREE PROTECTION DETAIL
(NO SEPARATE PAY)
N15





Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Agenda Item

Accept delivery of the Quarterly Audit Reports for the County Clerk Office - Records Division for the period of October 2022 through December 2022, and the Constable Precinct 1, Constable Precinct 3, Constable Precinct 5, Sheriff-Fees of Office, Elections, Personal Health and the Recycling & Solid Waste Centers for the period of January 2023 through March 2023.

VILLARREAL-ALONZO

Summary

Quarterly Audit Reports are attached.

Attachments

County Clerk - Records
Constable 1
Constable 3
Constable 5
Sheriff Office - Fees of Office
Elections
Personal Health
Recycling & Solid Waste Centers



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Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

August 15, 2023

Dr. Elaine Cardenas

County Clerk

712 S. Stagecoach Trail, Suite 2008

San Marcos, Texas 78666

Dr. Cardenas:

The Hays County Auditor's Office has examined the monthly reports of the Hays County Clerk – Records for the months of October 2022 through December 2022. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Clerk. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (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.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Marisol Villarreal-Alonzo".

Marisol Alonzo-Villareal, CPA

County Auditor



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Stephanie Hunt

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October 2, 2023

Honorable David Peterson
Hays County Constable Precinct 1
712 South Stagecoach Trail, Ste. 2210
San Marcos, Texas 78666

Constable Peterson:

The Hays County Auditor's Office has examined the Hays County Constable, Precinct 1 monthly reports for the months January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Constable, Precinct 1 Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §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 January 2023 through March 2023:

#1 One Monthly Revenue Report and One Off-Duty Report was submitted to the Hays County Auditor's Office untimely.

The Hays County Auditor's Office noted that the Hays County Constable, Precinct 1 March 2023 revenue report and March 2023 Off-Duty report were submitted untimely, after the five-day timeframe per Texas Local Government Code §114.001.

Recommendation

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

TLGC §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

Thank you for your recommendation, after the Audit review we have implemented changes, you will start seeing that the reports are submitted in a timely manner.

#2 Monthly revenue report provided to the Hays County Auditor's Office was not signed by the Constable of Precinct 1 or their designee.

The Hays County Auditor's Office noted that the Hays County Constable, Precinct 1 Off-Duty March 2023 revenue report was not signed by the elected official, or their designee as required by Texas Local Government Code §114.001.

Recommendation

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

TLGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS

(a) Each report required under this subtitle must be made in writing and must be sworn to before an officer authorized to administer oaths by the officer making the report or by a person designated by the officer to receive fees, commissions, or costs...

Management Response

The off Duty reports have been signed by the Constable and have been submitted to your office.

#3 One Off-Duty Report submitted to the County Auditor was understated by \$15.00.

The February 2023 Constable 1 Off-Duty Report was understated by \$15.00, due to one (1) off-duty job not included in the report. However, all funds were receipted and deposited with the Hays County Treasurer's Office.

Recommendation

The Hays County Auditor's Office recommends that the Hays County Constable, Precinct 1 Office review their procedures to ensure that Monthly Reports agree to the revenue deposited.

Management Response

This (1) off-duty job was submitted in March by the deputy the report and the \$15.00 dollars are all accounted for.

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

Sincerely,



Marisol Villarreal-Alonzo, CPA
County Auditor



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

September 14, 2023

Honorable Don Montague
Hays County Constable Precinct 3
200 Stillwater Road
Wimberley, Texas 78676

Constable Montague:

The Hays County Auditor's Office has examined the monthly reports of Constable Precinct 3 for the months of January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by Constable Precinct 3. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer 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 Auditor's Office review for the period January 2023 through March 2023:

#1 One Monthly Report and all Off-Duty Reports submitted to the Hays County Auditor's Office were untimely.

The Hays County Auditor's Office noted that the Constable Precinct 3 Monthly Revenue Report for February 2023 and all Off-Duty revenue 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 Constable Precinct 3 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

We have discussed measures to assure our monthly reports are submitted timely.

#2 One Off-Duty Report provided to the Hays County Auditor's Office was not signed by the elected official or their designee.

The Hays County Auditor's Office noted that the Constable Precinct 3 Off-Duty revenue report for March 2023 was not signed by the elected official or their designee.

Recommendation

The Hays County Auditor's Office recommends that the Constable Precinct 3 Office review their procedures to ensure that monthly reports are signed per Local Government Code §114.001.

LGC 114.001 General Requirements Applicable to Reports:

(a) Each report... must be made in writing and must be sworn to before an officer authorized to administer oaths by the officer making the report or by a person designated by the officer...

Management Response

We have discussed procedures to assure all reports are signed by Constable.

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

Sincerely,

A handwritten signature in cursive script, reading "Marisol Villareal-Alonzo".

Marisol Alonzo-Villareal, CPA
County Auditor



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Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

September 20, 2023

Honorable John Ellen
Hays County Constable Precinct 5
500 Jack C. Hays Trail
Buda, Texas 78610

Constable Ellen:

The Hays County Auditor's Office has examined the monthly reports of Constable Precinct 5 for the months of January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by Constable Precinct 5. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (LGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §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 January 2023 through March 2023:

#1 One Off-Duty monthly report submitted to the County Auditor was understated by \$140.00.

The Auditor's Office noted that the February 2023 Off-Duty revenue reported was understated by \$140.00, due to one off-duty job not included on the report. All funds were receipted and deposited with the Hays County Treasurer's Office.

Recommendation

The Auditor's Office recommends that the Constable Precinct 5 Office review their procedures to ensure that all off-duty jobs are recorded on the Off-Duty monthly report, and the monthly report agrees to the revenue deposited. All funds were receipted and deposited with the Treasurer's Office.

Management Response

The Constable's Office makes every effort to submit timely and accurate reports. The Constable's Office agrees that the February 2023 Off-Duty revenue reported was understated by \$140.00, due to one off-duty job not included on the report. The Constable's Office has reviewed procedures with appropriate staff and finds that the understatement was a clerical error. Therefore, no changes to policy or procedures will be initiated.

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

Sincerely,



Marisol Villarreal-Alonzo, CPA
County Auditor



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Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

September 13, 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 Hays County Sheriff's Office for the months January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Sheriff's Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (LGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §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 January 2023 through December 2023:

#1 Two Monthly Revenue Reports were submitted to the Hays County Auditor's Office untimely. The Hays County Auditor's Office noted that the Hays County Sheriff's Office February 2023 Monthly Revenue Report was provided April 3, 2023 and the March 2023 report was provided May 3, 2023.

Recommendation

The Hays County Auditor's Office recommends that the Hays County Sheriff's Office review their procedures to ensure that Monthly Revenue Reports are submitted to the Hays County Auditor's Office per Local Government Code §114.01:

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

Sheriff's Office staff has reviewed LGC 114.001 and has implemented a process allowing for the report to be submitted within five days after the last day of the month.

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

Sincerely,



Marisol Villareal-Alonzo CPA
County Auditor



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Stephanie Hunt

Assistant County Auditor

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October 5, 2023

Jennifer Doinoff

Elections Administrator

712 South Stagecoach Trail, Suite 1012

San Marcos, Texas 78666

Ms. Doinoff:

The Hays County Auditor's Office has examined the monthly reports of the Hays County Elections Office for the months of January 2023 through March 2023. The scope of the examination was limited to reviewing the record submitted to this office by the Hays County Elections Office. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the Hays County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §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 Auditor's Office review for the period January 2023 through March 2023:

#1 One cash receipt was deposited with the Hays County Treasurer's Office untimely.

The Hays County Auditor's Office noted one (1) of twenty-four (24) receipts issued was not deposited until March 14, 2023; 6 business days after being receipted by the Hays County Elections Office.

Recommendation

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

TLGC §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

Per discussion with the Election's Administrator, staff has been counseled to make deposits within five business days.

#2 Two Monthly Revenue Reports were submitted to the Hays County Auditor's Office untimely.

The Hays County Auditor's Office noted that the Hays County Elections Office January 2023 Monthly Revenue Report was submitted to the Auditor's Office on March 2, 2023, and the February 2023 report was submitted on April 11, 2023.

Recommendation

The Hays County Auditor's Office recommends that the Hays County Elections Office adopt procedures to ensure that Monthly Revenue Reports are submitted to the Hays County Auditor's Office per Texas Local Government Code §114.001:

TLGC §114.001

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

Management Response

Per discussion with the Elections Administrator, future Monthly Revenue Reports will be provided timely

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

Sincerely,



Marisol Villarreal-Alonzo, CPA
County Auditor



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Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

October 5, 2023

Tammy Crumley
Director of County Wide Operations
101 Thermon Drive
San Marcos, Texas 78666

Ms. Crumley:

The Hays County Auditor's Office has examined the Hays County Health Department monthly reports for the months of January 2023 through March 2023. The scope of the examination was limited to reviewing the records submitted to this office by the Hays County Health Department. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the Hays County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with Texas Local Government Code §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 Auditor's Office review for the period January 2023 through March 2023:

#1 Two Monthly Revenue Reports were submitted to the Hays County Auditor's Office untimely.

The Hays County Auditor's Office noted that the Hays County Health Department's January 2023 Monthly Revenue Report was submitted to the Hays County Auditor's Office on March 1, 2023 and the March 2023 report was submitted to the Hays County Auditor's Office on May 2, 2023.

Recommendation

The Hays County Auditor's Office recommends that the Hays County Health Department's review their procedures to ensure that Monthly Revenue Reports are submitted to the Hays County Auditor's Office per Texas Local Government Code §114.01:

TLGC §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

Our policies and procedures have been reviewed and the matter has been addressed.

#2 One cash receipt was deposited to the Treasurer's Office untimely.

The Hays County Auditor's Office noted the one (1) receipt issued in January 2023 was deposited to the Hays County Treasurer untimely. The untimely deposit was receipted January 27, 2023, but not deposited until February 6, 2023; 6 business days after being receipted by the Hays County Health Department.

Recommendation

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

TLGC §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

Our policies and procedures have been reviewed and the matter has been addressed.

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

Sincerely,

A handwritten signature in blue ink that reads "Marisol Villarreal-Alonzo".

Marisol Villarreal-Alonzo, CPA
County Auditor



OFFICE OF THE COUNTY AUDITOR

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Stephanie Hunt

Assistant County Auditor

stephanie.hunt@co.hays.tx.us

September 6, 2023

Tammy Crumley
Director of County Wide Operations
101 Thermon Drive
San Marcos, Texas 78666

Ms. Crumley:

The Hays County Auditor's Office has examined the monthly reports of the Recycling & Solid Waste Centers for the months of January 2023 through March 2023. The scope of the examination was limited to reviewing the record submitted to this office by the Recycling & Solid Waste Centers. The objectives of the examination were to verify the mathematical accuracy of the reports and to confirm all funds collected were deposited with the County Treasurer in a timely manner.

- Monthly reports were submitted in compliance with Texas Local Government Code (TLGC) §114.001 General Requirements Applicable to Reports and Texas Local Government Code §114.043 Periodic Report to County Auditor.
- Monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with Texas Local Government Code §115.002 Examination of Books and Reports.
- All funds collected were deposited with the County Treasurer in compliance with Local Government Code §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 Auditor's Office review for the period January 2023 through March 2023:

#1 Monthly Revenue Reports submitted to the Auditor's Office were not signed by the department head or their designee.

The Hays County Auditor's Office noted that three (3) of three (3) Recycling & Solid Waste Center - Wimberley and three (3) of three (3) Recycling & Solid Waste Center - Driftwood Monthly Revenue Reports submitted were not signed by the department head or their designee per Texas Local Government Code §114.001.

Recommendation

The Hays County Auditor's Office recommends that Recycling and Solid Waste Centers review their procedures to ensure that Monthly Revenue Reports submitted to the Hays County Auditor's Office are signed by the department head or their designee per Texas Local Government Code §114.01:

TLGC §114.001 GENERAL REQUIREMENTS APPLICABLE TO REPORTS:

(a) Each report required under this subtitle must be made in writing and must be sworn to before an officer authorized to administer oaths by the officer making the report or by a person designated by the officer to receive fees, commissions, or costs.

Management Response

This discrepancy has been addressed with staff and procedures reviewed to ensure compliance in the future.

#2 Four Monthly Revenue Reports submitted to the Auditor's Office were understated by a total of \$51.89.

The Hays County Auditor's Office noted that two (2) of three (3) Recycling & Solid Waste Center - Wimberley and two (2) of three (3) Recycling & Solid Waste Center - Driftwood Monthly Revenue Reports submitted did not reconcile to the amount on deposit at the bank per Texas Local Government Code §114.043. The net shortage identified during the period under review is \$51.89.

Recommendation

The Hays County Auditor's Office recommends that Recycling and Solid Waste Centers review their procedures to ensure that Monthly Revenue Reports submitted to the Hays County Auditor's Office reconcile to the amount on deposit at the bank per Texas Local Government Code §114.043 and that all funds received are properly deposited with the County Treasurer:

TLGC §114.043 PERIODIC REPORT TO COUNTY AUDITOR BY OFFICER WHO HAS CUSTODY OF MONEY IN COUNTY WITH POPULATION OF 190,000 OR MORE:

In a county with a population of 190,000 or more, the county auditor may require a district clerk, district attorney, county officer, or precinct officer to furnish monthly reports, annual reports, or other reports regarding any money, tax, or fee received, disbursed, or remaining on hand. In connection with those reports, the auditor may count the cash in the custody of the officer or verify the amount on deposit in the bank in which the officer has deposited the cash for safekeeping.

Management Response

I am aware of the shortage and have reviewed the recommendation and procedures with staff for future compliance.

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



Sincerely,

Marisol Villarreal-Alonzo, CPA

County Auditor



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor:

Commissioner Smith

Agenda Item:

Authorize payment to Carol Bedrich for the purchase of consumable items in the amount of \$239.82 for the Behavioral Advisory Team (BAT) meeting held on September 6, 2023. **SMITH**

Summary:

A Behavioral Advisory Team meeting was held on September 6th where meals were provided for those in attendance. Funding for this event is available within the Commissioner Pct. 4 community program budget.

Fiscal Impact:

Amount Requested: \$239.82

Line Item Number: 001-604-00.5353

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: FY 2023 expenditure.

Purchasing Office:

Purchasing Guidelines Followed Y/N?:

Comments:

Auditor's Office

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

New Revenue Y/N?: N/A

Comments:

Attachments

Reimbursement Request

HAYS COUNTY, TEXAS
REQUEST FOR REIMBURSEMENT/CHECK REQUEST

PAYEE: Carol Bedrich

DEPARTMENT: Commissioner Precinct 4

REASON FOR CHECK REQUEST: Reimbursement for purchase of consumable items for the BAT Meeting 9/6/2023

| <u>DESCRIPTION</u> | <u>AMOUNT</u> |
|--------------------|---------------|
|--------------------|---------------|

\$239.82

Authorize payment to Carol Bedrich for the purchase of consumable items for the Behavioral Advisory Team (BAT) meeting in the amount of \$239.82
A Behavioral Advisory Team meeting was held on September 6th where meals were provided for those in attendance. Funding for this event is available within the Commissioner Pct. 4 community program budget.

FOR ACCOUNTS PAYABLE USE ONLY

VENDOR# _____

INV# _____

AMOUNT \$ _____

TOTAL \$ 239.82

INV DATE _____

REC'D DATE _____

DUE/APPLY DATE _____

DESC _____

ACCT _____ AMT _____

ACCT _____ AMT _____

ACCT _____ AMT _____

| |
|---|
| APPROVAL <u>WSmith</u> DATE <u>9/6/2023</u> PROJECT OR JOB LOCATION <u>BAT Meeting at Emerg. Serv. Bldg.</u> BUDGET ACCT # <u>5353</u> |
|---|

Delivery Order

Mattila, Kaimi
810 S Stagecoach Trl
1200
Sm. TX 78666
(512) 757-0795
Customer Visits: 1

Your Thirty Minute Window
Begins at:: 11:30 AM

Sort Label: X2

Jason's Deli #750
901 Hwy 80
512-393-3354

Mattila, Kaimi

| | |
|---|------------|
| Host: TERM2 | 09/06/2023 |
| Cashier: Gerardo | |
| Mattila, Kaimi | 11:04 AM |
| REPRINT# 3 | 120101 |
| Order Type: Delivery | |
| Deluxe Box Ham (8 HAM BOX) @ 12.99 per HAM BOX Cheddar Cheese 1 Slc Provolone 1 Slc Assorted Breads Chocolate Chip Cookie | 103 92 |
| Deluxe Box Turkey (8 TK BOX) @ 12.99 per TK BOX Cheddar Cheese 1 Slc Provolone 1 Slc Assorted Breads Chocolate Chip Cookie | 103 92 |
| Spinach Veggie Wrap Box (2 VEG WRA @ 10.99 per VEG WRAP X Chocolate Chip Cookie | 21 98 |
| Plates Forks & Napkins (1 Utensils) @ 0.00 per Utensils | 0 00 |
| Plates Forks & Napkins | |
| DELIVERY FEE | 10 00 |
| Delivery Fee | |

Subtotal 239 82
Tax Exempt #HAYSCOUNTY 0 00

Delivery Total 239.82



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor:

Judge Becerra

Agenda Item:

Authorize the purchase of additional Christmas decor for the Historic Courthouse building and grounds not to exceed \$15,000.00 and amend the budget accordingly. **BECERRA**

Summary:

The County Judge's Office would like authorization to purchase additional lights, replacement wreaths and other Christmas decorations for the historic courthouse building and grounds.

Fiscal Impact:

Amount Requested: \$15,000

Line Item Number: TBD

Budget Office:

Source of Funds: Tobacco Settlement Funds

Budget Amendment Required Y/N?: Yes

Comments: Recommended funding source Tobacco Settlement Funds

\$15,000 - Increase General Supplies 121-752-00.5201

(\$15,000) - Decrease Contract Services 121-752-00.5448

Purchasing Office:

Purchasing Guidelines Followed Y/N?: TBD

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Approve out-of-state travel needed to send Deputy Anthony Hipolito and Deputy Mark Andrews to the 2nd Annual National Emerging Drug Trends Conference beginning November 8th-9th, 2023, in North Charleston, SC and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:

The 2nd Annual National Emerging Drug Trends Conference will be held on November 8th & 9th, 2023. The conference is an exclusive drug education and enforcement conference highlighting an array of superior speakers with expert knowledge. The conference will greatly benefit both individuals as they continue educating the public about the dangers of illicit drugs in the community.

In FY 2023, the Court accepted grant funding for a Fentanyl Outreach Program. Funding is available for registration fees and travel expenses, including hotel and per diem fees, will be paid for out of the Fentanyl Outreach Program.

Fiscal Impact:

Amount Requested: \$3,400

Line Item Number: 012-763-99-175.5551

Budget Office:

Source of Funds: Local Assistance and TC Grant Fund

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$2,400 - Increase Continuing Education 012-763-99-175.5551

(\$2,400) - Decrease Travel 012-763-99-175.5501

Purchasing Office:

Purchasing Guidelines Followed Y/N?:

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Marisol Villarreal-Alonzo

Sponsor:

Agenda Item

Accept delivery of the County Auditor's Monthly Reports pursuant to Texas Local Government Code Chapter 114.023 and 114.025 for April, May and June 2023. **VILLARREAL-ALONZO**

Summary

Monthly Reports are attached

Attachments

Hays County Auditor April 2023 Monthly Report
Hays County Auditor May 2023 Monthly Report
Hays County Auditor June 2023 Monthly Report



OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA

County Auditor

712 S. Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

marisol.alonzo@co.hays.tx.us

512-393-2283

Honorable District Judges of Hays County and
Honorable Members of the Hays County Commissioners Court,

The unaudited and unadjusted fiscal year to date Financial Report of Hays County, Texas is submitted herewith for the month and fiscal year to date ending **April 30, 2023** and is hereby submitted as required by Local Government Code 114.023 and 114.025. The statements are prepared and reported on a modified accrual basis of accounting.

Included in the report are:

- General Fund Balance Sheet
- Road and Bridge Balance Sheet
- Governmental Funds Balance Sheet
- Monthly Statement of Fund Balances, including aggregate revenue and expenses
- Schedule of Revenues, including budget detail
- Schedule of Expenditures, including budget detail, encumbrances, and amounts available for further expenditures.
- Current Maintenance and Operations Property Tax Collections Schedule
- Net Sales Tax Collections Schedule
- Debt Service Schedule

The Schedule of Revenues shows adjusted budget, year-to-date collections, and the remainder of the funds to be collected. The Schedule of Expenditures for all departments shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are separate balance sheets for the General Fund and Road & Bridge Fund, followed by a Consolidated Fund Balance Sheet. The Schedules section includes the current maintenance and operations general fund property tax collections, sales tax collection by month received, and debt service payments.

This report is designed to provide a general overview of Hays County's finances for all those with an interest in the County's finances at a specific point during the fiscal year and was prepared prior to receiving all Treasurer reconciliations of the County bank statements and court costs. The reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports and cannot provide an opinion on the attached financial statements. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666. After submission, this report can be seen on the County's webpage at www.hayscountytexas.com.

Respectfully Submitted,

Marisol Villarreal-Alonzo, CPA, MPA

HAYS COUNTY, TEXAS
Unaudited General Fund Balance Sheet
For the Month Ended
April 30, 2023

Assets

| | | |
|---------------------------|----|--------------------|
| Cash and cash equivalents | \$ | 111,873,378 |
| Receivables | | 1,739,896 |
| Prepaid expenses | | 63,273 |
| Due from other funds | | 4,432,869 |
| Inventory, at cost | | 5,080 |
| Total Assets: | \$ | <u>118,114,496</u> |

Liabilities, Deferred Inflows of Resources, and Fund Balances

Liabilities:

| | | |
|-----------------------|----|-------------------|
| Accounts payable | \$ | 7,970,306 |
| Due to other agencies | | 2,009,952 |
| Due to other funds | | 10,610,977 |
| Deferred revenues | | 552,376 |
| Total Liabilities: | \$ | <u>21,143,611</u> |

Fund Balances:

Restricted for:

| | | |
|----------------------|----|-------------------|
| Committed | \$ | 2,761,712 |
| Unassigned | | 94,209,173 |
| Total Fund Balances: | \$ | <u>96,970,885</u> |

Total Liabilities, Deferred Inflows of Resources, and Fund Balances:

\$ 118,114,496

HAYS COUNTY, TEXAS
Unaudited Road and Bridge Fund Balance Sheet
For the Month Ended
April 30, 2023

Assets

| | | |
|---------------------------|----|-------------------|
| Cash and cash equivalents | \$ | 16,189,980 |
| Receivables | | 99,563 |
| Due from other funds | | 1,212,484 |
| Inventory, at cost | | 509,137 |
| Total Assets: | \$ | <u>18,011,164</u> |

Liabilities, Deferred Inflows of Resources, and Fund Balances

Liabilities:

| | | |
|-----------------------|----|------------------|
| Accounts payable | \$ | 737,463 |
| Due to other agencies | | 67,604 |
| Due to other funds | | 1,527,798 |
| Deferred revenues | | 99,562 |
| Total Liabilities: | | <u>2,432,427</u> |

Fund Balances:

Restricted for:

| | |
|----------------------------|-------------------|
| Restricted-road and bridge | <u>15,578,737</u> |
|----------------------------|-------------------|

| | |
|----------------------|-------------------|
| Total Fund Balances: | <u>15,578,737</u> |
|----------------------|-------------------|

| | | |
|--|----|-------------------|
| Total Liabilities, Deferred Inflows of Resources, and Fund Balances: | \$ | <u>18,011,164</u> |
|--|----|-------------------|

HAYS COUNTY, TEXAS
Unaudited Governmental Funds Balance Sheet
For the Month Ended
April 30, 2023

Assets

| | |
|---------------------------|-----------------------|
| Cash and cash equivalents | \$ 333,804,500 |
| Receivables | 11,372,920 |
| Prepaid expenses | 65,823 |
| Due from other funds | 12,054,727 |
| Inventory, at cost | 514,217 |
| Total Assets: | <u>\$ 357,812,187</u> |

Liabilities, Deferred Inflows of Resources, and Fund Balances

Liabilities:

| | |
|-----------------------|----------------------|
| Accounts payable | \$ 13,494,591 |
| Due to other agencies | 2,766,266 |
| Due to other funds | 16,225,119 |
| Deferred revenues | 23,624,963 |
| Total Liabilities: | <u>\$ 56,110,939</u> |

Fund Balances:

Restricted for:

| | |
|-----------------------------|--------------------|
| Committed | \$ 2,761,712 |
| Restricted-debt service | 27,983,948 |
| Restricted-road and bridge | 15,578,737 |
| Restricted-special revenue | 18,113,409 |
| Restricted-capital projects | 143,054,269 |
| Unassigned | 94,209,173 |
| Total Fund Balances: | <u>301,701,248</u> |

Total Liabilities, Deferred Inflows of Resources, and Fund Balances:

\$ 357,812,187

HAYS COUNTY
Unaudited Statement of Fund Balances
Fiscal Year to Date 4/30/2023

| | Beginning Balance | M-T-D Revenues | M-T-D Expenses | Ending Balance | Y-T-D Revenues | Y-T-D Expenses |
|---|--------------------------|------------------------|------------------------|-------------------------|-------------------------|-------------------------|
| GENERAL FUND | | | | | | |
| 001 - General Fund | \$ 99,033,165.74 | \$ 3,801,558.07 | \$ 8,625,550.83 | \$ 94,209,172.98 | \$ 95,894,682.66 | \$ 70,721,156.57 |
| 002 - Election Contract Fund | 422,847.28 | 3,522.50 | 746.70 | 425,623.08 | 10,834.07 | 69,151.40 |
| 070 - Juvenile Detention Center Fund | 1,815,843.41 | 140,539.02 | 334,159.42 | 1,622,223.01 | 2,809,222.37 | 2,246,880.09 |
| 144 - Historical Jail Restoration Fund | 711,304.72 | 2,561.10 | - | 713,865.82 | 16,160.24 | - |
| GENERAL FUND BALANCE | <u>\$ 101,983,161.15</u> | <u>\$ 3,948,180.69</u> | <u>\$ 8,960,456.95</u> | <u>\$ 96,970,884.89</u> | <u>\$ 98,730,899.34</u> | <u>\$ 73,037,188.06</u> |
| SPECIAL REVENUE FUNDS | | | | | | |
| 011 - American Rescue Plan Fund | \$ 636,690.03 | \$ 2,227,402.60 | \$ 2,130,797.53 | \$ 733,295.10 | \$ 14,721,995.90 | \$ 14,107,583.93 |
| 012 - Local Assistance and TC Fund | (486.22) | 2,007.18 | 5,133.06 | (3,612.10) | 2,458.95 | 6,071.05 |
| 020 - Road and Bridge General Fund | 14,440,621.81 | 2,186,000.06 | 1,047,885.20 | 15,578,736.67 | 11,940,215.65 | 6,596,229.26 |
| 050 - Sheriff Abandoned Vehicle Fund | 33,861.66 | 121.80 | - | 33,983.46 | 755.33 | - |
| 051 - Sheriff Bail Bond Fund | 69,612.03 | 282.00 | - | 69,894.03 | 2,260.79 | - |
| 052 - Sheriff Special Projects Fund | 1,308.12 | 1,504.80 | - | 2,812.92 | 2,863.46 | 454.75 |
| 053 - Sheriff Drug Forfeiture Fund | 196,154.52 | 606.42 | 845.92 | 195,915.02 | 30,788.33 | 8,778.89 |
| 055 - Sheriff Fed Discretionary Fund | 158,878.41 | - | - | 158,878.41 | 34,454.99 | - |
| 064 - Fire Marshal Code Fee Fund | 108,655.42 | 32,935.25 | 10,665.50 | 130,925.17 | 73,525.34 | 52,155.82 |
| 065 - Veteran's Court Program Fund | 11,804.46 | 158.60 | - | 11,963.06 | 803.32 | - |
| 067 - Constable 2 Drug Forfeiture Fund | 335.60 | - | - | 335.60 | - | - |
| 080 - DA Hot Check Fee Fund | 38,624.94 | 1,054.10 | 7.33 | 39,671.71 | 1,444.72 | 3,259.05 |
| 081 - DA Drug Forfeiture Fund | 191,051.36 | 473.82 | 555.74 | 190,969.44 | 38,777.64 | 90,516.96 |
| 084 - Law Library Fund | 84,699.21 | 399.30 | 10,614.72 | 74,483.79 | 61,764.91 | 78,976.53 |
| 100 - County and District Court Tech Fund | 31,312.17 | 112.80 | - | 31,424.97 | 3,401.07 | - |
| 101 - Records Mgmt and Archive Fund | 2,942,490.22 | 11,137.80 | 371,945.11 | 2,581,682.91 | 539,715.70 | 956,472.98 |
| 102 - Guardianship Fee Fund | 42,786.91 | 153.90 | 7,322.16 | 35,618.65 | 11,166.83 | 23,028.20 |
| 105 - Court Records Preservation Fund | 171,321.56 | 616.80 | - | 171,938.36 | 53,648.40 | - |
| 106 - County Records Preservation Fund | 107,977.41 | 250,429.30 | 3,805.12 | 354,601.59 | 271,743.86 | 68,238.72 |
| 107 - Courthouse Security Fund | 200,422.38 | 2,877.22 | 14,648.30 | 188,651.30 | 79,027.74 | 102,778.31 |
| 108 - Dist Court Records Fund | 75,644.09 | 272.40 | - | 75,916.49 | 1,951.00 | - |
| 109 - Truancy Court Fee Fund | 1,831.03 | 6.60 | - | 1,837.63 | 188.98 | - |
| 110 - Justice Court Bldg Fund | 163,411.72 | 651.77 | - | 164,063.49 | 3,906.37 | - |
| 111 - Court Reporters Service Fund | 17,849.15 | 65.70 | - | 17,914.85 | 44,382.62 | 91,000.00 |
| 112 - Justice Court Technology Fund | 435,004.36 | 3,337.44 | 33.00 | 438,308.80 | 18,874.31 | 25,148.73 |
| 115 - Dispute Resolution Fund | 49,230.81 | 1,842.30 | 5,010.00 | 46,063.11 | 33,767.50 | 30,303.68 |
| 116 - Juvenile Delinquency | 221.26 | 0.90 | - | 222.16 | 5.16 | - |
| 117 - County Child Abuse Prevention | 207.08 | 0.60 | 200.00 | 7.68 | 213.62 | 451.55 |
| 118 - School Zone Safety Program Fund | - | - | - | - | - | 2,364.25 |
| 119 - Language Access Fee Fund | 22,986.84 | 1,081.80 | - | 24,068.64 | 9,771.55 | - |
| 120 - Family Health Services Fund | 2,736,918.08 | 95,888.71 | 117,796.39 | 2,715,010.40 | 3,277,225.76 | 717,277.04 |

HAYS COUNTY
Unaudited Statement of Fund Balances
Fiscal Year to Date 4/30/2023

| | Beginning Balance | M-T-D Revenues | M-T-D Expenses | Ending Balance | Y-T-D Revenues | Y-T-D Expenses |
|--|--------------------------|-------------------------|-------------------------|--------------------------|--------------------------|--------------------------|
| 121 - Tobacco Settlement Fund | (5,851.55) | 137,218.77 | - | 131,367.22 | 140,737.24 | 231,016.77 |
| 122 - Opioid Abatement Settlement Fund | - | 166,217.93 | - | 166,217.93 | 166,217.93 | - |
| 141 - Historical Comm Publication Fund | 155,120.37 | 525.86 | - | 155,646.23 | 3,333.66 | - |
| 152 - HCL Provider Participation Fund | 1,837,118.67 | 7,336,212.69 | - | 9,173,331.36 | 20,841,053.28 | 12,214,301.14 |
| SPECIAL REVENUE FUND BALANCE | \$ 24,957,813.91 | \$ 12,461,597.22 | \$ 3,727,265.08 | \$ 33,692,146.05 | \$ 52,412,441.91 | \$ 35,406,407.61 |
| CAPITAL PROJECT FUNDS | | | | | | |
| 006 - Public Safety Bond 2017 Fund | \$ 3,580,191.18 | \$ 30,797.22 | \$ 2,673.06 | \$ 3,608,315.34 | \$ 202,249.11 | \$ 14,545.67 |
| 022 - Road Bond 2006 Construction Fund | 617,242.92 | 2,423.09 | 12,246.12 | 607,419.89 | 14,681.30 | 21,103.62 |
| 027 - Co Priority Road Bond 2011 Fund | 5,194,308.64 | 21,451.81 | 19,546.15 | 5,196,214.30 | 130,290.13 | 38,420.40 |
| 033 - Pass Thru Road Bond 2016 Fund | (4,610.12) | 975.93 | (4,610.12) | 975.93 | 9,205.56 | 544,709.86 |
| 035 - Road Bond 2019 Fund | 49,024,757.23 | 442,312.66 | 1,560,266.43 | 47,906,803.46 | 2,027,674.74 | 12,887,424.87 |
| 114 - Civil Courts Building Fund | 1,196,277.95 | 4,307.10 | - | 1,200,585.05 | 60,429.02 | - |
| 146 - ORCA Cedar Oaks Mesa Fund | - | - | - | - | - | - |
| 150 - Park Bond 2011 Fund | 518,909.26 | 1,607.73 | - | 520,516.99 | 11,408.79 | - |
| 151 - Habitat Conservation Plan Fund | 3,043,561.85 | 10,958.10 | - | 3,054,519.95 | 200,078.54 | 4,162.50 |
| 153 - CDBG Disaster Recovery Prgm Fund | - | - | - | - | - | - |
| 154 - Park Bond 2021 Fund | 29,786,568.60 | 116,324.74 | 38,299.41 | 29,864,593.93 | 766,728.35 | 2,984,974.16 |
| 155 - TX Water Development Board Fund | - | - | - | - | - | - |
| 156 - Park Bond 2022 Fund | 25,281,090.19 | 99,705.93 | - | 25,380,796.12 | 25,621,999.72 | 241,203.60 |
| 160 - FM 110 TIRZ Fund | 16,349,596.02 | 47,140.16 | - | 16,396,736.18 | 2,354,553.12 | - |
| 161 - La CIMA PID 2015 Fund | 3,506,394.53 | 21,647.27 | - | 3,528,041.80 | 1,320,565.13 | 619,212.50 |
| 162 - La CIMA PID Neigh Impr 2020 Fund | 1,119,129.07 | 3,413.27 | - | 1,122,542.34 | 406,880.37 | 169,331.25 |
| 163 - La CIMA PID Neigh Impr 2022 Fund | 3,527,202.65 | 11,316.00 | - | 3,538,518.65 | 22,808,313.42 | 19,269,794.77 |
| 170 - Infrastructure Imp Fee Fund | 1,114,148.42 | 22,118.80 | 8,578.43 | 1,127,688.79 | 148,737.88 | 32,449.51 |
| CAPITAL PROJECT FUNDS BALANCE | \$ 143,854,768.39 | \$ 836,499.81 | \$ 1,636,999.48 | \$ 143,054,268.72 | \$ 56,083,795.18 | \$ 36,827,332.71 |
| DEBT SERVICE FUND | | | | | | |
| 190 - Interest and Sinking Fund | \$ 33,282,517.55 | \$ 286,809.40 | \$ 5,585,378.61 | \$ 27,983,948.34 | \$ 38,004,130.52 | \$ 31,214,497.37 |
| TOTAL GOVERNMENTAL FUNDS | \$ 304,078,261.00 | \$ 17,533,087.12 | \$ 19,910,100.12 | \$ 301,701,248.00 | \$ 245,231,266.95 | \$ 176,485,425.75 |
| 003 - Medical & Dental Insurance Fund | \$ 17,308,103.19 | \$ 189,956.63 | \$ 1,334,891.26 | \$ 16,163,168.56 | \$ 4,339,993.41 | \$ 7,936,744.31 |

Hays County Schedule of Revenues

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------------|-----------------------|-------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|-------------------------|
| Fund 001 - General Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 105,994,251.00 | .00 | 105,994,251.00 | 2,820,837.08 | .00 | 86,764,222.82 | 19,230,028.18 | 82 | 99,884,680.05 |
| Intergovernmental Revenues and Grants | 5,613,204.00 | 1,084,652.00 | 6,697,856.00 | 136,160.21 | .00 | 2,747,080.84 | 3,950,775.16 | 41 | 4,756,332.34 |
| Charges for Services | 6,320,340.00 | .00 | 6,320,340.00 | 341,939.88 | .00 | 3,176,218.63 | 3,144,121.37 | 50 | 6,484,420.02 |
| Fines and Forfeitures | 1,409,100.00 | .00 | 1,409,100.00 | 75,786.44 | .00 | 552,673.06 | 856,426.94 | 39 | 1,444,502.54 |
| Other Revenues | 1,072,600.00 | 270,758.00 | 1,343,358.00 | 66,126.74 | .00 | 412,008.19 | 931,349.81 | 31 | 1,149,316.15 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | 602,000.00 | .00 | 602,000.00 | 360,707.72 | .00 | 2,042,479.12 | (1,440,479.12) | 339 | 467,616.30 |
| Fund Transfers | 200,000.00 | .00 | 200,000.00 | .00 | .00 | 200,000.00 | .00 | 100 | 3,322.67 |
| REVENUE TOTALS | \$121,211,495.00 | \$1,355,410.00 | \$122,566,905.00 | \$3,801,558.07 | \$0.00 | \$95,894,682.66 | \$26,672,222.34 | 78% | \$114,190,190.07 |
| Fund 001 - General Fund Totals | \$121,211,495.00 | \$1,355,410.00 | \$122,566,905.00 | \$3,801,558.07 | \$0.00 | \$95,894,682.66 | \$26,672,222.34 | | \$114,190,190.07 |
| Fund 002 - Election Contract Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Charges for Services | 150,000.00 | .00 | 150,000.00 | 2,000.00 | .00 | 1,769.32 | 148,230.68 | 1 | 119,153.39 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 1,522.50 | .00 | 9,064.75 | (9,064.75) | +++ | 3,862.85 |
| REVENUE TOTALS | \$150,000.00 | \$0.00 | \$150,000.00 | \$3,522.50 | \$0.00 | \$10,834.07 | \$139,165.93 | 7% | \$123,016.24 |
| Fund 002 - Election Contract Fund Totals | \$150,000.00 | \$0.00 | \$150,000.00 | \$3,522.50 | \$0.00 | \$10,834.07 | \$139,165.93 | | \$123,016.24 |
| Fund 003 - Medical & Dental Insurance Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 15,372,000.00 | .00 | 15,372,000.00 | 137,119.59 | .00 | 4,031,988.40 | 11,340,011.60 | 26 | 14,336,467.52 |
| Other Revenues | .00 | .00 | .00 | 1,097.48 | .00 | 1,097.48 | (1,097.48) | +++ | 1,379.36 |
| Interest Income | 100,000.00 | .00 | 100,000.00 | 51,739.56 | .00 | 306,907.53 | (206,907.53) | 307 | 72,185.49 |
| REVENUE TOTALS | \$15,472,000.00 | \$0.00 | \$15,472,000.00 | \$189,956.63 | \$0.00 | \$4,339,993.41 | \$11,132,006.59 | 28% | \$14,410,032.37 |
| Fund 003 - Medical & Dental Insurance Fund Totals | \$15,472,000.00 | \$0.00 | \$15,472,000.00 | \$189,956.63 | \$0.00 | \$4,339,993.41 | \$11,132,006.59 | | \$14,410,032.37 |
| Fund 006 - Public Safety Bond 2017 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 30,797.22 | .00 | 202,249.11 | (202,249.11) | +++ | 68,575.10 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$30,797.22 | \$0.00 | \$202,249.11 | (\$202,249.11) | +++ | \$68,575.10 |

Hays County Schedule of Revenues

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 006 - Public Safety Bond 2017 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$30,797.22 | \$0.00 | \$202,249.11 | (\$202,249.11) | | \$68,575.10 |
| Fund 007 - Energy Efficiency Proj 2017 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 507.18 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$507.18 |
| Fund 007 - Energy Efficiency Proj 2017 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$507.18 |
| Fund 008 - Help America Vote Act Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 120,000.00 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$120,000.00 |
| Fund 008 - Help America Vote Act Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$120,000.00 |
| Fund 010 - Emergency Rental Assistance Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 4,197,400.55 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 22,057.99 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$4,219,458.54 |
| Fund 010 - Emergency Rental Assistance Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$4,219,458.54 |
| Fund 011 - American Rescue Plan Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 12,707,721.00 | 12,054,847.00 | 24,762,568.00 | 2,144,026.53 | .00 | 14,120,812.93 | 10,641,755.07 | 57 | 11,389,774.34 |
| Interest Income | .00 | .00 | .00 | 83,376.07 | .00 | 601,182.97 | (601,182.97) | +++ | 118,457.10 |
| REVENUE TOTALS | \$12,707,721.00 | \$12,054,847.00 | \$24,762,568.00 | \$2,227,402.60 | \$0.00 | \$14,721,995.90 | \$10,040,572.10 | 59% | \$11,508,231.44 |
| Fund 011 - American Rescue Plan Fund Totals | \$12,707,721.00 | \$12,054,847.00 | \$24,762,568.00 | \$2,227,402.60 | \$0.00 | \$14,721,995.90 | \$10,040,572.10 | | \$11,508,231.44 |
| Fund 012 - Local Assistance and TC Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | 100,000.00 | 100,000.00 | 1,812.17 | .00 | 1,812.17 | 98,187.83 | 2 | .00 |
| Interest Income | .00 | .00 | .00 | 195.01 | .00 | 646.78 | (646.78) | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$100,000.00 | \$100,000.00 | \$2,007.18 | \$0.00 | \$2,458.95 | \$97,541.05 | 2% | \$0.00 |
| Fund 012 - Local Assistance and TC Fund Totals | \$0.00 | \$100,000.00 | \$100,000.00 | \$2,007.18 | \$0.00 | \$2,458.95 | \$97,541.05 | | \$0.00 |
| Fund 020 - Road and Bridge General Fund | | | | | | | | | |

Hays County Schedule of Revenues

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|------------------------|----------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|------------------------|
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 10,235,473.00 | .00 | 10,235,473.00 | 1,674,170.47 | .00 | 9,444,068.82 | 791,404.18 | 92 | 10,223,189.67 |
| Intergovernmental Revenues and Grants | 1,013,896.00 | 506,000.00 | 1,519,896.00 | 308,471.01 | .00 | 308,471.01 | 1,211,424.99 | 20 | 104,755.00 |
| Charges for Services | 1,855,000.00 | .00 | 1,855,000.00 | 144,460.00 | .00 | 1,522,627.70 | 332,372.30 | 82 | 2,194,222.75 |
| Fines and Forfeitures | 235,000.00 | .00 | 235,000.00 | .00 | .00 | 185,421.17 | 49,578.83 | 79 | 348,671.59 |
| Other Revenues | 250,000.00 | 39,555.00 | 289,555.00 | 4,666.95 | .00 | 58,146.46 | 231,408.54 | 20 | 300,701.19 |
| Interest Income | 150,000.00 | .00 | 150,000.00 | 54,231.63 | .00 | 421,480.49 | (271,480.49) | 281 | 163,897.02 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$13,739,369.00 | \$545,555.00 | \$14,284,924.00 | \$2,186,000.06 | \$0.00 | \$11,940,215.65 | \$2,344,708.35 | 84% | \$13,335,437.22 |
| Fund 020 - Road and Bridge General Fund Totals | \$13,739,369.00 | \$545,555.00 | \$14,284,924.00 | \$2,186,000.06 | \$0.00 | \$11,940,215.65 | \$2,344,708.35 | | \$13,335,437.22 |
| Fund 022 - Road Bond 2006 Construction Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 2,423.09 | .00 | 14,681.30 | (14,681.30) | +++ | 4,289.37 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$2,423.09 | \$0.00 | \$14,681.30 | (\$14,681.30) | +++ | \$4,289.37 |
| Fund 022 - Road Bond 2006 Construction Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$2,423.09 | \$0.00 | \$14,681.30 | (\$14,681.30) | | \$4,289.37 |
| Fund 027 - Co Priority Road Bond 2011 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 21,451.81 | .00 | 130,290.13 | (130,290.13) | +++ | 40,786.47 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$21,451.81 | \$0.00 | \$130,290.13 | (\$130,290.13) | +++ | \$40,786.47 |
| Fund 027 - Co Priority Road Bond 2011 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$21,451.81 | \$0.00 | \$130,290.13 | (\$130,290.13) | | \$40,786.47 |
| Fund 033 - Pass Thru Road Bond 2016 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 975.93 | .00 | 9,205.56 | (9,205.56) | +++ | 10,282.43 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$975.93 | \$0.00 | \$9,205.56 | (\$9,205.56) | +++ | \$10,282.43 |
| Fund 033 - Pass Thru Road Bond 2016 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$975.93 | \$0.00 | \$9,205.56 | (\$9,205.56) | | \$10,282.43 |
| Fund 035 - Road Bond 2019 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |

Hays County Schedule of Revenues

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|-----------------------|------------------------------|------------------|-----------------------|
| Intergovernmental Revenues and Grants | 1,230,000.00 | 309,120.00 | 1,539,120.00 | 247,886.52 | .00 | 560,413.92 | 978,706.08 | 36 | 1,033,763.31 |
| Other Revenues | .00 | 29,012.00 | 29,012.00 | .00 | .00 | .00 | 29,012.00 | 0 | 1,584,618.58 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 194,426.14 | .00 | 1,467,260.82 | (1,467,260.82) | +++ | 519,347.07 |
| REVENUE TOTALS | \$1,230,000.00 | \$338,132.00 | \$1,568,132.00 | \$442,312.66 | \$0.00 | \$2,027,674.74 | (\$459,542.74) | 129% | \$3,137,728.96 |
| Fund 035 - Road Bond 2019 Fund Totals | \$1,230,000.00 | \$338,132.00 | \$1,568,132.00 | \$442,312.66 | \$0.00 | \$2,027,674.74 | (\$459,542.74) | | \$3,137,728.96 |
| Fund 050 - Sheriff Abandoned Vehicle Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 121.80 | .00 | 755.33 | (755.33) | +++ | 231.04 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$121.80 | \$0.00 | \$755.33 | (\$755.33) | +++ | \$231.04 |
| Fund 050 - Sheriff Abandoned Vehicle Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$121.80 | \$0.00 | \$755.33 | (\$755.33) | | \$231.04 |
| Fund 051 - Sheriff Bail Bond Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 2,300.00 | .00 | 2,300.00 | .00 | .00 | 550.00 | 1,750.00 | 24 | 3,050.00 |
| Interest Income | .00 | .00 | .00 | 282.00 | .00 | 1,710.79 | (1,710.79) | +++ | 503.78 |
| REVENUE TOTALS | \$2,300.00 | \$0.00 | \$2,300.00 | \$282.00 | \$0.00 | \$2,260.79 | \$39.21 | 98% | \$3,553.78 |
| Fund 051 - Sheriff Bail Bond Fund Totals | \$2,300.00 | \$0.00 | \$2,300.00 | \$282.00 | \$0.00 | \$2,260.79 | \$39.21 | | \$3,553.78 |
| Fund 052 - Sheriff Special Projects Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Other Revenues | .00 | 3,350.00 | 3,350.00 | 1,500.00 | .00 | 2,850.00 | 500.00 | 85 | 1,250.00 |
| Interest Income | .00 | .00 | .00 | 4.80 | .00 | 13.46 | (13.46) | +++ | 6.12 |
| REVENUE TOTALS | \$0.00 | \$3,350.00 | \$3,350.00 | \$1,504.80 | \$0.00 | \$2,863.46 | \$486.54 | 85% | \$1,256.12 |
| Fund 052 - Sheriff Special Projects Fund Totals | \$0.00 | \$3,350.00 | \$3,350.00 | \$1,504.80 | \$0.00 | \$2,863.46 | \$486.54 | | \$1,256.12 |
| Fund 053 - Sheriff Drug Forfeiture Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | 26,670.55 | (26,670.55) | +++ | 40,040.35 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | 500.00 | (500.00) | +++ | 1,805.00 |
| Interest Income | .00 | .00 | .00 | 606.42 | .00 | 3,617.78 | (3,617.78) | +++ | 1,053.41 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$606.42 | \$0.00 | \$30,788.33 | (\$30,788.33) | +++ | \$42,898.76 |
| Fund 053 - Sheriff Drug Forfeiture Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$606.42 | \$0.00 | \$30,788.33 | (\$30,788.33) | | \$42,898.76 |
| Fund 055 - Sheriff Fed Discretionary Fund | | | | | | | | | |

Hays County Schedule of Revenues

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|-----------------------|------------------------------|------------------|-----------------------|
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | 34,454.99 | (34,454.99) | +++ | 68,075.34 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 2,664.75 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$34,454.99 | (\$34,454.99) | +++ | \$70,740.09 |
| Fund 055 - Sheriff Fed Discretionary Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$34,454.99 | (\$34,454.99) | | \$70,740.09 |
| Fund 064 - Fire Marshal Code Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 52,000.00 | .00 | 52,000.00 | 32,517.95 | .00 | 71,063.70 | (19,063.70) | 137 | 66,105.20 |
| Interest Income | .00 | .00 | .00 | 417.30 | .00 | 2,461.64 | (2,461.64) | +++ | 393.46 |
| REVENUE TOTALS | \$52,000.00 | \$0.00 | \$52,000.00 | \$32,935.25 | \$0.00 | \$73,525.34 | (\$21,525.34) | 141% | \$66,498.66 |
| Fund 064 - Fire Marshal Code Fee Fund Totals | \$52,000.00 | \$0.00 | \$52,000.00 | \$32,935.25 | \$0.00 | \$73,525.34 | (\$21,525.34) | | \$66,498.66 |
| Fund 065 - Veteran's Court Program Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Other Revenues | .00 | .00 | .00 | 116.00 | .00 | 545.00 | (545.00) | +++ | 1,349.00 |
| Interest Income | .00 | .00 | .00 | 42.60 | .00 | 258.32 | (258.32) | +++ | 72.94 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$158.60 | \$0.00 | \$803.32 | (\$803.32) | +++ | \$1,421.94 |
| Fund 065 - Veteran's Court Program Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$158.60 | \$0.00 | \$803.32 | (\$803.32) | | \$1,421.94 |
| Fund 067 - Constable 2 Drug Forfeiture Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 067 - Constable 2 Drug Forfeiture Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 070 - Juvenile Detention Center Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 100,000.00 | .00 | 100,000.00 | 4,550.34 | .00 | 44,464.66 | 55,535.34 | 44 | 76,101.18 |
| Charges for Services | 2,533,100.00 | .00 | 2,533,100.00 | 134,951.25 | .00 | 1,159,158.75 | 1,373,941.25 | 46 | 1,963,313.75 |
| Other Revenues | 165,000.00 | .00 | 165,000.00 | 18.00 | .00 | 61,160.16 | 103,839.84 | 37 | 178,795.76 |
| Interest Income | .00 | .00 | .00 | 1,019.43 | .00 | 45,642.80 | (45,642.80) | +++ | 791.57 |
| Fund Transfers | 1,498,796.00 | .00 | 1,498,796.00 | .00 | .00 | 1,498,796.00 | .00 | 100 | 2,723,046.00 |
| REVENUE TOTALS | \$4,296,896.00 | \$0.00 | \$4,296,896.00 | \$140,539.02 | \$0.00 | \$2,809,222.37 | \$1,487,673.63 | 65% | \$4,942,048.26 |
| Fund 070 - Juvenile Detention Center Fund Totals | \$4,296,896.00 | \$0.00 | \$4,296,896.00 | \$140,539.02 | \$0.00 | \$2,809,222.37 | \$1,487,673.63 | | \$4,942,048.26 |

Hays County Schedule of Revenues

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------------|
| Fund 080 - DA Hot Check Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | 390.62 | (390.62) | +++ | 1,949.10 |
| Other Revenues | .00 | .00 | .00 | 1,054.10 | .00 | 1,054.10 | (1,054.10) | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$1,054.10 | \$0.00 | \$1,444.72 | (\$1,444.72) | +++ | \$1,949.10 |
| Fund 080 - DA Hot Check Fee Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$1,054.10 | \$0.00 | \$1,444.72 | (\$1,444.72) | | \$1,949.10 |
| Fund 081 - DA Drug Forfeiture Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | 36,967.24 | (36,967.24) | +++ | 109,202.92 |
| Other Revenues | .00 | .00 | .00 | 204.70 | .00 | 204.70 | (204.70) | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 269.12 | .00 | 1,605.70 | (1,605.70) | +++ | 467.24 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$473.82 | \$0.00 | \$38,777.64 | (\$38,777.64) | +++ | \$109,670.16 |
| Fund 081 - DA Drug Forfeiture Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$473.82 | \$0.00 | \$38,777.64 | (\$38,777.64) | | \$109,670.16 |
| Fund 084 - Law Library Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 110,000.00 | .00 | 110,000.00 | .00 | .00 | 59,309.60 | 50,690.40 | 54 | 113,332.81 |
| Other Revenues | .00 | .00 | .00 | 64.40 | .00 | 439.65 | (439.65) | +++ | 426.65 |
| Interest Income | .00 | .00 | .00 | 334.90 | .00 | 2,015.66 | (2,015.66) | +++ | 718.76 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$110,000.00 | \$0.00 | \$110,000.00 | \$399.30 | \$0.00 | \$61,764.91 | \$48,235.09 | 56% | \$114,478.22 |
| Fund 084 - Law Library Fund Totals | \$110,000.00 | \$0.00 | \$110,000.00 | \$399.30 | \$0.00 | \$61,764.91 | \$48,235.09 | | \$114,478.22 |
| Fund 100 - County and District Court Techn | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 4,300.00 | .00 | 4,300.00 | .00 | .00 | 2,732.41 | 1,567.59 | 64 | 5,880.63 |
| Interest Income | .00 | .00 | .00 | 112.80 | .00 | 668.66 | (668.66) | +++ | 184.95 |
| REVENUE TOTALS | \$4,300.00 | \$0.00 | \$4,300.00 | \$112.80 | \$0.00 | \$3,401.07 | \$898.93 | 79% | \$6,065.58 |
| Fund 100 - County and District Court Techn Totals | \$4,300.00 | \$0.00 | \$4,300.00 | \$112.80 | \$0.00 | \$3,401.07 | \$898.93 | | \$6,065.58 |
| Fund 101 - Records Mgmt and Archive Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 1,400,000.00 | .00 | 1,400,000.00 | .00 | .00 | 472,159.21 | 927,840.79 | 34 | 1,330,757.10 |
| Interest Income | .00 | .00 | .00 | 11,137.80 | .00 | 67,556.49 | (67,556.49) | +++ | 20,644.88 |
| REVENUE TOTALS | \$1,400,000.00 | \$0.00 | \$1,400,000.00 | \$11,137.80 | \$0.00 | \$539,715.70 | \$860,284.30 | 39% | \$1,351,401.98 |

Hays County Schedule of Revenues

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 101 - Records Mgmt and Archive Fund Totals | \$1,400,000.00 | \$0.00 | \$1,400,000.00 | \$11,137.80 | \$0.00 | \$539,715.70 | \$860,284.30 | | \$1,351,401.98 |
| Fund 102 - Guardianship Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 12,000.00 | .00 | 12,000.00 | .00 | .00 | 10,070.00 | 1,930.00 | 84 | 19,264.16 |
| Interest Income | .00 | .00 | .00 | 153.90 | .00 | 1,096.83 | (1,096.83) | +++ | 304.57 |
| REVENUE TOTALS | \$12,000.00 | \$0.00 | \$12,000.00 | \$153.90 | \$0.00 | \$11,166.83 | \$833.17 | 93% | \$19,568.73 |
| Fund 102 - Guardianship Fee Fund Totals | \$12,000.00 | \$0.00 | \$12,000.00 | \$153.90 | \$0.00 | \$11,166.83 | \$833.17 | | \$19,568.73 |
| Fund 105 - Court Records Preservation | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 55,000.00 | .00 | 55,000.00 | .00 | .00 | 50,377.26 | 4,622.74 | 92 | 79,019.91 |
| Interest Income | .00 | .00 | .00 | 616.80 | .00 | 3,271.14 | (3,271.14) | +++ | 716.52 |
| REVENUE TOTALS | \$55,000.00 | \$0.00 | \$55,000.00 | \$616.80 | \$0.00 | \$53,648.40 | \$1,351.60 | 98% | \$79,736.43 |
| Fund 105 - Court Records Preservation Totals | \$55,000.00 | \$0.00 | \$55,000.00 | \$616.80 | \$0.00 | \$53,648.40 | \$1,351.60 | | \$79,736.43 |
| Fund 106 - County Records Preservation Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 57,000.00 | .00 | 57,000.00 | .00 | .00 | 18,001.52 | 38,998.48 | 32 | 49,178.73 |
| Interest Income | .00 | .00 | .00 | 429.30 | .00 | 3,742.34 | (3,742.34) | +++ | 2,739.71 |
| Fund Transfers | .00 | 250,000.00 | 250,000.00 | 250,000.00 | .00 | 250,000.00 | .00 | 100 | .00 |
| REVENUE TOTALS | \$57,000.00 | \$250,000.00 | \$307,000.00 | \$250,429.30 | \$0.00 | \$271,743.86 | \$35,256.14 | 89% | \$51,918.44 |
| Fund 106 - County Records Preservation Fund Totals | \$57,000.00 | \$250,000.00 | \$307,000.00 | \$250,429.30 | \$0.00 | \$271,743.86 | \$35,256.14 | | \$51,918.44 |
| Fund 107 - Courthouse Security Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 141,400.00 | .00 | 141,400.00 | 2,054.62 | .00 | 74,263.21 | 67,136.79 | 53 | 166,051.16 |
| Interest Income | .00 | .00 | .00 | 822.60 | .00 | 4,764.53 | (4,764.53) | +++ | 1,406.65 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$141,400.00 | \$0.00 | \$141,400.00 | \$2,877.22 | \$0.00 | \$79,027.74 | \$62,372.26 | 56% | \$167,457.81 |
| Fund 107 - Courthouse Security Fund Totals | \$141,400.00 | \$0.00 | \$141,400.00 | \$2,877.22 | \$0.00 | \$79,027.74 | \$62,372.26 | | \$167,457.81 |
| Fund 108 - Dist Court Records Technology | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 6,000.00 | .00 | 6,000.00 | .00 | .00 | 266.11 | 5,733.89 | 4 | 3,809.68 |
| Interest Income | .00 | .00 | .00 | 272.40 | .00 | 1,684.89 | (1,684.89) | +++ | 513.05 |
| REVENUE TOTALS | \$6,000.00 | \$0.00 | \$6,000.00 | \$272.40 | \$0.00 | \$1,951.00 | \$4,049.00 | 33% | \$4,322.73 |
| Fund 108 - Dist Court Records Technology Totals | \$6,000.00 | \$0.00 | \$6,000.00 | \$272.40 | \$0.00 | \$1,951.00 | \$4,049.00 | | \$4,322.73 |

Hays County Schedule of Revenues

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|--------------------|----------------------|--------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|--------------------|
| Fund 109 - Truancy Court Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | 150.00 | (150.00) | +++ | 200.00 |
| Interest Income | .00 | .00 | .00 | 6.60 | .00 | 38.98 | (38.98) | +++ | 10.69 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$6.60 | \$0.00 | \$188.98 | (\$188.98) | +++ | \$210.69 |
| Fund 109 - Truancy Court Fee Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$6.60 | \$0.00 | \$188.98 | (\$188.98) | | \$210.69 |
| Fund 110 - Justice Court Bldg Security Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 1,150.00 | .00 | 1,150.00 | 63.47 | .00 | 264.36 | 885.64 | 23 | 1,044.16 |
| Interest Income | .00 | .00 | .00 | 588.30 | .00 | 3,642.01 | (3,642.01) | +++ | 1,110.90 |
| REVENUE TOTALS | \$1,150.00 | \$0.00 | \$1,150.00 | \$651.77 | \$0.00 | \$3,906.37 | (\$2,756.37) | 340% | \$2,155.06 |
| Fund 110 - Justice Court Bldg Security Fund Totals | \$1,150.00 | \$0.00 | \$1,150.00 | \$651.77 | \$0.00 | \$3,906.37 | (\$2,756.37) | | \$2,155.06 |
| Fund 111 - Court Reporters Service Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 63,000.00 | .00 | 63,000.00 | .00 | .00 | 43,514.82 | 19,485.18 | 69 | 76,228.02 |
| Interest Income | .00 | .00 | .00 | 65.70 | .00 | 867.80 | (867.80) | +++ | 326.17 |
| REVENUE TOTALS | \$63,000.00 | \$0.00 | \$63,000.00 | \$65.70 | \$0.00 | \$44,382.62 | \$18,617.38 | 70% | \$76,554.19 |
| Fund 111 - Court Reporters Service Fund Totals | \$63,000.00 | \$0.00 | \$63,000.00 | \$65.70 | \$0.00 | \$44,382.62 | \$18,617.38 | | \$76,554.19 |
| Fund 112 - Justice Court Technology Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 25,500.00 | .00 | 25,500.00 | 1,771.14 | .00 | 9,037.56 | 16,462.44 | 35 | 27,731.04 |
| Interest Income | .00 | .00 | .00 | 1,566.30 | .00 | 9,836.75 | (9,836.75) | +++ | 3,065.38 |
| REVENUE TOTALS | \$25,500.00 | \$0.00 | \$25,500.00 | \$3,337.44 | \$0.00 | \$18,874.31 | \$6,625.69 | 74% | \$30,796.42 |
| Fund 112 - Justice Court Technology Fund Totals | \$25,500.00 | \$0.00 | \$25,500.00 | \$3,337.44 | \$0.00 | \$18,874.31 | \$6,625.69 | | \$30,796.42 |
| Fund 114 - Civil Courts Building Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 60,000.00 | .00 | 60,000.00 | .00 | .00 | 34,119.12 | 25,880.88 | 57 | 74,304.97 |
| Interest Income | .00 | .00 | .00 | 4,307.10 | .00 | 26,309.90 | (26,309.90) | +++ | 7,806.44 |
| REVENUE TOTALS | \$60,000.00 | \$0.00 | \$60,000.00 | \$4,307.10 | \$0.00 | \$60,429.02 | (\$429.02) | 101% | \$82,111.41 |
| Fund 114 - Civil Courts Building Fund Totals | \$60,000.00 | \$0.00 | \$60,000.00 | \$4,307.10 | \$0.00 | \$60,429.02 | (\$429.02) | | \$82,111.41 |
| Fund 115 - Dispute Resolution Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 57,900.00 | .00 | 57,900.00 | 1,665.00 | .00 | 32,788.66 | 25,111.34 | 57 | 62,916.25 |

Hays County Schedule of Revenues

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|--------------------|----------------------|--------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|--------------------|
| Interest Income | .00 | .00 | .00 | 177.30 | .00 | 978.84 | (978.84) | +++ | 246.19 |
| REVENUE TOTALS | \$57,900.00 | \$0.00 | \$57,900.00 | \$1,842.30 | \$0.00 | \$33,767.50 | \$24,132.50 | 58% | \$63,162.44 |
| Fund 115 - Dispute Resolution Fund Totals | \$57,900.00 | \$0.00 | \$57,900.00 | \$1,842.30 | \$0.00 | \$33,767.50 | \$24,132.50 | | \$63,162.44 |
| Fund 116 - Juvenile Delinquency Prevention | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | .90 | .00 | 5.16 | (5.16) | +++ | 1.22 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.90 | \$0.00 | \$5.16 | (\$5.16) | +++ | \$1.22 |
| Fund 116 - Juvenile Delinquency Prevention Totals | \$0.00 | \$0.00 | \$0.00 | \$0.90 | \$0.00 | \$5.16 | (\$5.16) | | \$1.22 |
| Fund 117 - County Child Abuse Prevention | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 200.00 | .00 | 200.00 | .00 | .00 | 212.09 | (12.09) | 106 | 348.86 |
| Interest Income | .00 | .00 | .00 | .60 | .00 | 1.53 | (1.53) | +++ | .30 |
| REVENUE TOTALS | \$200.00 | \$0.00 | \$200.00 | \$0.60 | \$0.00 | \$213.62 | (\$13.62) | 107% | \$349.16 |
| Fund 117 - County Child Abuse Prevention Totals | \$200.00 | \$0.00 | \$200.00 | \$0.60 | \$0.00 | \$213.62 | (\$13.62) | | \$349.16 |
| Fund 118 - School Zone Safety Program Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 118 - School Zone Safety Program Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 119 - Language Access Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 13,800.00 | .00 | 13,800.00 | 999.00 | .00 | 9,363.12 | 4,436.88 | 68 | 14,246.23 |
| Interest Income | .00 | .00 | .00 | 82.80 | .00 | 408.43 | (408.43) | +++ | 50.86 |
| REVENUE TOTALS | \$13,800.00 | \$0.00 | \$13,800.00 | \$1,081.80 | \$0.00 | \$9,771.55 | \$4,028.45 | 71% | \$14,297.09 |
| Fund 119 - Language Access Fee Fund Totals | \$13,800.00 | \$0.00 | \$13,800.00 | \$1,081.80 | \$0.00 | \$9,771.55 | \$4,028.45 | | \$14,297.09 |
| Fund 120 - Family Health Services Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 1,502,532.00 | 78,672.00 | 1,581,204.00 | 95,757.33 | .00 | 531,210.65 | 1,049,993.35 | 34 | 647,365.45 |
| Charges for Services | 400.00 | .00 | 400.00 | .00 | .00 | 160.00 | 240.00 | 40 | 820.00 |
| Other Revenues | .00 | 50.00 | 50.00 | .00 | .00 | .00 | 50.00 | 0 | 2,517.50 |
| Interest Income | .00 | .00 | .00 | 131.38 | .00 | 26,975.11 | (26,975.11) | +++ | 8,008.04 |
| Fund Transfers | 2,718,880.00 | .00 | 2,718,880.00 | .00 | .00 | 2,718,880.00 | .00 | 100 | 2,557,711.00 |

Hays County Schedule of Revenues

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| REVENUE TOTALS | \$4,221,812.00 | \$78,722.00 | \$4,300,534.00 | \$95,888.71 | \$0.00 | \$3,277,225.76 | \$1,023,308.24 | 76% | \$3,216,421.99 |
| Fund 120 - Family Health Services Fund Totals | \$4,221,812.00 | \$78,722.00 | \$4,300,534.00 | \$95,888.71 | \$0.00 | \$3,277,225.76 | \$1,023,308.24 | | \$3,216,421.99 |
| Fund 121 - Tobacco Settlement Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 110,000.00 | .00 | 110,000.00 | 136,510.18 | .00 | 136,510.18 | (26,510.18) | 124 | 115,587.87 |
| Interest Income | .00 | .00 | .00 | 708.59 | .00 | 4,227.06 | (4,227.06) | +++ | 1,230.86 |
| REVENUE TOTALS | \$110,000.00 | \$0.00 | \$110,000.00 | \$137,218.77 | \$0.00 | \$140,737.24 | (\$30,737.24) | 128% | \$116,818.73 |
| Fund 121 - Tobacco Settlement Fund Totals | \$110,000.00 | \$0.00 | \$110,000.00 | \$137,218.77 | \$0.00 | \$140,737.24 | (\$30,737.24) | | \$116,818.73 |
| Fund 122 - Opioid Abatement Settlement Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | 166,217.93 | .00 | 166,217.93 | (166,217.93) | +++ | .00 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$166,217.93 | \$0.00 | \$166,217.93 | (\$166,217.93) | +++ | \$0.00 |
| Fund 122 - Opioid Abatement Settlement Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$166,217.93 | \$0.00 | \$166,217.93 | (\$166,217.93) | | \$0.00 |
| Fund 141 - Historical Comm Publication Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | 170.93 | (170.93) | +++ | 571.57 |
| Interest Income | .00 | .00 | .00 | 525.86 | .00 | 3,162.73 | (3,162.73) | +++ | 934.77 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$525.86 | \$0.00 | \$3,333.66 | (\$3,333.66) | +++ | \$1,506.34 |
| Fund 141 - Historical Comm Publication Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$525.86 | \$0.00 | \$3,333.66 | (\$3,333.66) | | \$1,506.34 |
| Fund 144 - Historical Jail Restoration Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 2,561.10 | .00 | 16,160.24 | (16,160.24) | +++ | 5,022.61 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$2,561.10 | \$0.00 | \$16,160.24 | (\$16,160.24) | +++ | \$5,022.61 |
| Fund 144 - Historical Jail Restoration Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$2,561.10 | \$0.00 | \$16,160.24 | (\$16,160.24) | | \$5,022.61 |
| Fund 146 - ORCA Cedar Oaks Mesa Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | 350,000.00 | 350,000.00 | .00 | .00 | .00 | 350,000.00 | 0 | .00 |
| Other Revenues | .00 | 17,500.00 | 17,500.00 | .00 | .00 | .00 | 17,500.00 | 0 | .00 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |

Hays County Schedule of Revenues

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| REVENUE TOTALS | \$0.00 | \$367,500.00 | \$367,500.00 | \$0.00 | \$0.00 | \$0.00 | \$367,500.00 | 0% | \$0.00 |
| Fund 146 - ORCA Cedar Oaks Mesa Fund Totals | \$0.00 | \$367,500.00 | \$367,500.00 | \$0.00 | \$0.00 | \$0.00 | \$367,500.00 | | \$0.00 |
| Fund 150 - Park Bond 2011 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 392,000.00 | .00 | 392,000.00 | .00 | .00 | .00 | 392,000.00 | 0 | .00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 1,607.73 | .00 | 11,408.79 | (11,408.79) | +++ | 4,296.04 |
| REVENUE TOTALS | \$392,000.00 | \$0.00 | \$392,000.00 | \$1,607.73 | \$0.00 | \$11,408.79 | \$380,591.21 | 3% | \$4,296.04 |
| Fund 150 - Park Bond 2011 Fund Totals | \$392,000.00 | \$0.00 | \$392,000.00 | \$1,607.73 | \$0.00 | \$11,408.79 | \$380,591.21 | | \$4,296.04 |
| Fund 151 - Habitat Conservation Plan Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Charges for Services | 250,000.00 | .00 | 250,000.00 | .00 | .00 | 133,750.00 | 116,250.00 | 54 | 1,581,760.00 |
| Interest Income | .00 | .00 | .00 | 10,958.10 | .00 | 66,328.54 | (66,328.54) | +++ | 13,364.85 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$250,000.00 | \$0.00 | \$250,000.00 | \$10,958.10 | \$0.00 | \$200,078.54 | \$49,921.46 | 80% | \$1,595,124.85 |
| Fund 151 - Habitat Conservation Plan Fund Totals | \$250,000.00 | \$0.00 | \$250,000.00 | \$10,958.10 | \$0.00 | \$200,078.54 | \$49,921.46 | | \$1,595,124.85 |
| Fund 152 - HCL Provider Participation Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Other Revenues | 20,800,000.00 | .00 | 20,800,000.00 | 7,334,415.97 | .00 | 20,800,059.00 | (59.00) | 100 | 16,055,885.00 |
| Interest Income | .00 | .00 | .00 | 1,796.72 | .00 | 40,994.28 | (40,994.28) | +++ | 678.86 |
| REVENUE TOTALS | \$20,800,000.00 | \$0.00 | \$20,800,000.00 | \$7,336,212.69 | \$0.00 | \$20,841,053.28 | (\$41,053.28) | 100% | \$16,056,563.86 |
| Fund 152 - HCL Provider Participation Fund Totals | \$20,800,000.00 | \$0.00 | \$20,800,000.00 | \$7,336,212.69 | \$0.00 | \$20,841,053.28 | (\$41,053.28) | | \$16,056,563.86 |
| Fund 153 - CDBG Disaster Recovery Prgm Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | 100,000.00 | 100,000.00 | .00 | .00 | .00 | 100,000.00 | 0 | 250,025.28 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | 0% | \$250,025.28 |
| Fund 153 - CDBG Disaster Recovery Prgm Fund Totals | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | | \$250,025.28 |
| Fund 154 - Park Bond 2021 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 874,750.00 |

Hays County Schedule of Revenues

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|-----------------------|
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 116,324.74 | .00 | 766,728.35 | (766,728.35) | +++ | 299,346.74 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$116,324.74 | \$0.00 | \$766,728.35 | (\$766,728.35) | +++ | \$1,174,096.74 |
| Fund 154 - Park Bond 2021 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$116,324.74 | \$0.00 | \$766,728.35 | (\$766,728.35) | | \$1,174,096.74 |
| Fund 155 - TX Water Development Board Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 215,000.00 | .00 | 215,000.00 | .00 | .00 | .00 | 215,000.00 | 0 | .00 |
| REVENUE TOTALS | \$215,000.00 | \$0.00 | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | \$215,000.00 | 0% | \$0.00 |
| Fund 155 - TX Water Development Board Fund Totals | \$215,000.00 | \$0.00 | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | \$215,000.00 | | \$0.00 |
| Fund 156 - Park Bond 2022 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | 25,241,203.60 | (25,241,203.60) | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 99,705.93 | .00 | 380,796.12 | (380,796.12) | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$99,705.93 | \$0.00 | \$25,621,999.72 | (\$25,621,999.72) | +++ | \$0.00 |
| Fund 156 - Park Bond 2022 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$99,705.93 | \$0.00 | \$25,621,999.72 | (\$25,621,999.72) | | \$0.00 |
| Fund 160 - FM 110 TIRZ | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 3,300,000.00 | .00 | 3,300,000.00 | .00 | .00 | 2,078,307.70 | 1,221,692.30 | 63 | 3,761,693.99 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 47,140.16 | .00 | 276,245.42 | (276,245.42) | +++ | 49,411.70 |
| REVENUE TOTALS | \$3,300,000.00 | \$0.00 | \$3,300,000.00 | \$47,140.16 | \$0.00 | \$2,354,553.12 | \$945,446.88 | 71% | \$3,811,105.69 |
| Fund 160 - FM 110 TIRZ Totals | \$3,300,000.00 | \$0.00 | \$3,300,000.00 | \$47,140.16 | \$0.00 | \$2,354,553.12 | \$945,446.88 | | \$3,811,105.69 |
| Fund 161 - La Cima PID 2015 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 1,710,000.00 | .00 | 1,710,000.00 | .00 | .00 | 1,234,086.85 | 475,913.15 | 72 | 1,709,909.02 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 21,647.27 | .00 | 86,478.28 | (86,478.28) | +++ | 7,577.81 |
| REVENUE TOTALS | \$1,710,000.00 | \$0.00 | \$1,710,000.00 | \$21,647.27 | \$0.00 | \$1,320,565.13 | \$389,434.87 | 77% | \$1,717,486.83 |
| Fund 161 - La Cima PID 2015 Fund Totals | \$1,710,000.00 | \$0.00 | \$1,710,000.00 | \$21,647.27 | \$0.00 | \$1,320,565.13 | \$389,434.87 | | \$1,717,486.83 |
| Fund 162 - La Cima PID Neigh Impr 2020 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 670,000.00 | .00 | 670,000.00 | .00 | .00 | 390,470.57 | 279,529.43 | 58 | 645,568.09 |

Hays County Schedule of Revenues

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------------|------------------------|-------------------------|-------------------------------|---------------------|-------------------------|------------------------------|------------------|-------------------------|
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 3,413.27 | .00 | 16,409.80 | (16,409.80) | +++ | 2,468.74 |
| REVENUE TOTALS | \$670,000.00 | \$0.00 | \$670,000.00 | \$3,413.27 | \$0.00 | \$406,880.37 | \$263,119.63 | 61% | \$648,036.83 |
| Fund 162 - La Cima PID Neigh Impr 2020 Fund Totals | \$670,000.00 | \$0.00 | \$670,000.00 | \$3,413.27 | \$0.00 | \$406,880.37 | \$263,119.63 | | \$648,036.83 |
| Fund 163 - La CIMA PID Neigh Impr 2022 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | .00 | .00 | .00 | .00 | .00 | 1,954,535.00 | (1,954,535.00) | +++ | .00 |
| Debt Proceeds | .00 | 17,745,826.00 | 17,745,826.00 | .00 | .00 | 20,800,000.00 | (3,054,174.00) | 117 | .00 |
| Interest Income | .00 | .00 | .00 | 11,316.00 | .00 | 53,778.42 | (53,778.42) | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$17,745,826.00 | \$17,745,826.00 | \$11,316.00 | \$0.00 | \$22,808,313.42 | (\$5,062,487.42) | 129% | \$0.00 |
| Fund 163 - La CIMA PID Neigh Impr 2022 Fund Totals | \$0.00 | \$17,745,826.00 | \$17,745,826.00 | \$11,316.00 | \$0.00 | \$22,808,313.42 | (\$5,062,487.42) | | \$0.00 |
| Fund 170 - Infrastructure Imp Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 500,000.00 | .00 | 500,000.00 | 18,100.00 | .00 | 124,450.00 | 375,550.00 | 25 | 483,850.00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 619.00 |
| Interest Income | .00 | .00 | .00 | 4,018.80 | .00 | 24,287.88 | (24,287.88) | +++ | 6,517.14 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$500,000.00 | \$0.00 | \$500,000.00 | \$22,118.80 | \$0.00 | \$148,737.88 | \$351,262.12 | 30% | \$490,986.14 |
| Fund 170 - Infrastructure Imp Fee Fund Totals | \$500,000.00 | \$0.00 | \$500,000.00 | \$22,118.80 | \$0.00 | \$148,737.88 | \$351,262.12 | | \$490,986.14 |
| Fund 190 - Interest and Sinking Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 33,579,817.00 | .00 | 33,579,817.00 | 188,483.06 | .00 | 32,748,390.41 | 831,426.59 | 98 | 35,389,078.03 |
| Other Revenues | 10,000,000.00 | .00 | 10,000,000.00 | .00 | .00 | 4,736,892.00 | 5,263,108.00 | 47 | 10,659,809.01 |
| Debt Proceeds | .00 | .00 | .00 | 318.40 | .00 | 318.40 | (318.40) | +++ | .00 |
| Interest Income | 80,000.00 | .00 | 80,000.00 | 98,007.94 | .00 | 518,529.71 | (438,529.71) | 648 | 76,459.84 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$43,659,817.00 | \$0.00 | \$43,659,817.00 | \$286,809.40 | \$0.00 | \$38,004,130.52 | \$5,655,686.48 | 87% | \$46,125,346.88 |
| Fund 190 - Interest and Sinking Fund Totals | \$43,659,817.00 | \$0.00 | \$43,659,817.00 | \$286,809.40 | \$0.00 | \$38,004,130.52 | \$5,655,686.48 | | \$46,125,346.88 |
| Grand Totals | \$246,697,660.00 | \$32,939,342.00 | \$279,637,002.00 | \$17,723,043.75 | \$0.00 | \$249,571,260.36 | \$30,065,741.64 | | \$243,686,229.71 |

Hays County Schedule of Expenses

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------------|-----------------------|-------------------------|-------------------------------|-----------------------|------------------------|------------------------------|------------------|-------------------------|
| Fund 001 - General Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 81,859,115.00 | (1,775,846.00) | 80,083,269.00 | 6,342,835.57 | .00 | 42,213,765.15 | 37,869,503.85 | 53 | 67,027,493.34 |
| Operating | 33,586,764.00 | 6,298,119.00 | 39,884,883.00 | 2,078,865.50 | 914,936.10 | 18,948,130.22 | 20,021,816.68 | 50 | 34,272,881.46 |
| Travel | 16,000.00 | 10,404.00 | 26,404.00 | 1,597.05 | .00 | 4,431.62 | 21,972.38 | 17 | 17,246.51 |
| Continuing Education | 335,876.00 | 29,787.00 | 365,663.00 | 28,528.67 | 41,423.91 | 147,489.80 | 176,749.29 | 52 | 242,125.73 |
| Capital Outlay | 13,335,500.00 | (3,052,804.00) | 10,282,696.00 | 18,230.52 | 1,911,457.76 | 4,007,448.03 | 4,363,790.21 | 58 | 1,152,480.57 |
| Capital Assets | 2,066,252.00 | 193,224.00 | 2,259,476.00 | 28,029.13 | 986,786.82 | 453,418.66 | 819,270.52 | 64 | 1,218,315.22 |
| Capital Assets - Operating | 590,243.00 | 229,883.00 | 820,126.00 | 113,064.39 | 160,529.08 | 278,060.74 | 381,536.18 | 53 | 513,219.07 |
| Depreciation and Amortization | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | 461,337.00 | .00 | 461,337.00 | 14,400.00 | .00 | 450,736.35 | 10,600.65 | 98 | 436,692.90 |
| Interfund Transfers | 4,217,676.00 | .00 | 4,217,676.00 | .00 | .00 | 4,217,676.00 | .00 | 100 | 5,280,757.00 |
| EXPENSE TOTALS | \$136,468,763.00 | \$1,932,767.00 | \$138,401,530.00 | \$8,625,550.83 | \$4,015,133.67 | \$70,721,156.57 | \$63,665,239.76 | 54% | \$110,161,211.80 |
| Fund 001 - General Fund Totals | \$136,468,763.00 | \$1,932,767.00 | \$138,401,530.00 | \$8,625,550.83 | \$4,015,133.67 | \$70,721,156.57 | \$63,665,239.76 | | \$110,161,211.80 |
| Fund 002 - Election Contract Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | 449,799.00 | .00 | 449,799.00 | 746.70 | 15,746.14 | 69,151.40 | 364,901.46 | 19 | 132,358.68 |
| Continuing Education | 2,500.00 | .00 | 2,500.00 | .00 | 250.00 | .00 | 2,250.00 | 10 | 2,025.00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 6,608.97 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 29,168.49 |
| EXPENSE TOTALS | \$452,299.00 | \$0.00 | \$452,299.00 | \$746.70 | \$15,996.14 | \$69,151.40 | \$367,151.46 | 19% | \$170,161.14 |
| Fund 002 - Election Contract Fund Totals | \$452,299.00 | \$0.00 | \$452,299.00 | \$746.70 | \$15,996.14 | \$69,151.40 | \$367,151.46 | | \$170,161.14 |
| Fund 003 - Medical & Dental Insurance Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 16,500,000.00 | .00 | 16,500,000.00 | 1,334,891.26 | .00 | 7,936,744.31 | 8,563,255.69 | 48 | 12,833,152.60 |
| EXPENSE TOTALS | \$16,500,000.00 | \$0.00 | \$16,500,000.00 | \$1,334,891.26 | \$0.00 | \$7,936,744.31 | \$8,563,255.69 | 48% | \$12,833,152.60 |
| Fund 003 - Medical & Dental Insurance Fund Totals | \$16,500,000.00 | \$0.00 | \$16,500,000.00 | \$1,334,891.26 | \$0.00 | \$7,936,744.31 | \$8,563,255.69 | | \$12,833,152.60 |
| Fund 006 - Public Safety Bond 2017 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 1,292.00 | .00 | 1,292.00 | .00 | 1,291.82 | .00 | .18 | 100 | 2,695.00 |
| Capital Outlay | 4,314,491.00 | (1,923.00) | 4,312,568.00 | 2,673.06 | 158,754.52 | 14,545.67 | 4,139,267.81 | 4 | 2,092,329.35 |
| Capital Assets | .00 | .00 | .00 | .00 | (10.00) | .00 | 10.00 | +++ | 93,609.05 |

Hays County Schedule of Expenses

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------------|
| Capital Assets - Operating | .00 | 1,923.00 | 1,923.00 | .00 | .00 | .00 | 1,923.00 | 0 | 20,700.46 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$4,315,783.00 | \$0.00 | \$4,315,783.00 | \$2,673.06 | \$160,036.34 | \$14,545.67 | \$4,141,200.99 | 4% | \$2,209,333.86 |
| Fund 006 - Public Safety Bond 2017 Fund Totals | \$4,315,783.00 | \$0.00 | \$4,315,783.00 | \$2,673.06 | \$160,036.34 | \$14,545.67 | \$4,141,200.99 | | \$2,209,333.86 |
| Fund 007 - Energy Efficiency Proj 2017 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 65,116.62 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 7,470.82 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$72,587.44 |
| Fund 007 - Energy Efficiency Proj 2017 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$72,587.44 |
| Fund 008 - Help America Vote Act Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 136,000.00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 2,747.24 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$138,747.24 |
| Fund 008 - Help America Vote Act Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$138,747.24 |
| Fund 009 - Coronavirus Relief Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 575.43 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$575.43 |
| Fund 009 - Coronavirus Relief Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$575.43 |

Hays County Schedule of Expenses

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|------------------------|------------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|------------------------|
| Fund 010 - Emergency Rental Assistance Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 107,716.89 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 4,111,741.65 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$4,219,458.54 |
| Fund 010 - Emergency Rental Assistance Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$4,219,458.54 |
| Fund 011 - American Rescue Plan Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 884,819.00 | 236,319.00 | 1,121,138.00 | 73,082.42 | .00 | 360,227.76 | 760,910.24 | 32 | 105,432.61 |
| Operating | 11,593,928.00 | 10,473,381.00 | 22,067,309.00 | 764,608.82 | 7,895.93 | 10,047,229.12 | 12,012,183.95 | 46 | 2,688,749.55 |
| Continuing Education | 5,000.00 | 1,711.00 | 6,711.00 | .00 | .00 | .00 | 6,711.00 | 0 | .00 |
| Capital Outlay | .00 | 1,009,107.00 | 1,009,107.00 | 997,106.29 | .00 | 1,009,106.29 | .71 | 100 | 5,600,462.46 |
| Capital Assets | 2,775,371.00 | 315,362.00 | 3,090,733.00 | 296,000.00 | 315,321.01 | 2,669,000.00 | 106,411.99 | 97 | 2,990,480.35 |
| Capital Assets - Operating | 117,603.00 | 18,967.00 | 136,570.00 | .00 | 91,730.21 | 22,020.76 | 22,819.03 | 83 | 4,649.37 |
| EXPENSE TOTALS | \$15,376,721.00 | \$12,054,847.00 | \$27,431,568.00 | \$2,130,797.53 | \$414,947.15 | \$14,107,583.93 | \$12,909,036.92 | 53% | \$11,389,774.34 |
| Fund 011 - American Rescue Plan Fund Totals | \$15,376,721.00 | \$12,054,847.00 | \$27,431,568.00 | \$2,130,797.53 | \$414,947.15 | \$14,107,583.93 | \$12,909,036.92 | | \$11,389,774.34 |
| Fund 012 - Local Assistance and TC Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 90,400.00 | 90,400.00 | 2,179.58 | .00 | 3,033.57 | 87,366.43 | 3 | .00 |
| Travel | .00 | 2,103.00 | 2,103.00 | .00 | .00 | 84.00 | 2,019.00 | 4 | .00 |
| Continuing Education | .00 | 3,897.00 | 3,897.00 | .00 | .00 | .00 | 3,897.00 | 0 | .00 |
| Capital Assets - Operating | .00 | 3,600.00 | 3,600.00 | 2,953.48 | .00 | 2,953.48 | 646.52 | 82 | .00 |
| EXPENSE TOTALS | \$0.00 | \$100,000.00 | \$100,000.00 | \$5,133.06 | \$0.00 | \$6,071.05 | \$93,928.95 | 6% | \$0.00 |
| Fund 012 - Local Assistance and TC Fund Totals | \$0.00 | \$100,000.00 | \$100,000.00 | \$5,133.06 | \$0.00 | \$6,071.05 | \$93,928.95 | | \$0.00 |
| Fund 020 - Road and Bridge General Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 7,287,410.00 | .00 | 7,287,410.00 | 411,857.52 | .00 | 2,954,966.24 | 4,332,443.76 | 41 | 4,967,200.45 |
| Operating | 16,279,111.00 | 406,605.00 | 16,685,716.00 | 436,641.09 | 383,187.98 | 2,612,634.66 | 13,689,893.36 | 18 | 6,944,790.23 |
| Travel | 1,000.00 | .00 | 1,000.00 | .00 | .00 | 2.59 | 997.41 | 0 | 495.57 |
| Continuing Education | 19,400.00 | .00 | 19,400.00 | 813.80 | .00 | 1,159.90 | 18,240.10 | 6 | 2,729.54 |
| Capital Outlay | 3,607,415.00 | 34,806.00 | 3,642,221.00 | 185,693.63 | .00 | 943,274.57 | 2,698,946.43 | 26 | 2,951,740.21 |

Hays County Schedule of Expenses

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|------------------------|----------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|------------------------|
| Capital Assets | 503,672.00 | 57,523.00 | 561,195.00 | 10,020.00 | 521,370.00 | 25,051.00 | 14,774.00 | 97 | 362,863.77 |
| Capital Assets - Operating | 75,063.00 | 46,621.00 | 121,684.00 | 2,859.16 | 45,867.94 | 59,140.30 | 16,675.76 | 86 | 31,724.98 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$27,773,071.00 | \$545,555.00 | \$28,318,626.00 | \$1,047,885.20 | \$950,425.92 | \$6,596,229.26 | \$20,771,970.82 | 27% | \$15,261,544.75 |
| Fund 020 - Road and Bridge General Fund Totals | \$27,773,071.00 | \$545,555.00 | \$28,318,626.00 | \$1,047,885.20 | \$950,425.92 | \$6,596,229.26 | \$20,771,970.82 | | \$15,261,544.75 |
| Fund 022 - Road Bond 2006 Construction Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | .00 | 611,000.00 | 611,000.00 | 12,246.12 | .00 | 21,103.62 | 589,896.38 | 3 | .00 |
| Capital Outlay | 611,000.00 | (611,000.00) | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$611,000.00 | \$0.00 | \$611,000.00 | \$12,246.12 | \$0.00 | \$21,103.62 | \$589,896.38 | 3% | \$0.00 |
| Fund 022 - Road Bond 2006 Construction Fund Totals | \$611,000.00 | \$0.00 | \$611,000.00 | \$12,246.12 | \$0.00 | \$21,103.62 | \$589,896.38 | | \$0.00 |
| Fund 027 - Co Priority Road Bond 2011 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 4,964,000.00 | .00 | 4,964,000.00 | 19,546.15 | .00 | 38,420.40 | 4,925,579.60 | 1 | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 950.00 |
| EXPENSE TOTALS | \$4,964,000.00 | \$0.00 | \$4,964,000.00 | \$19,546.15 | \$0.00 | \$38,420.40 | \$4,925,579.60 | 1% | \$950.00 |
| Fund 027 - Co Priority Road Bond 2011 Fund Totals | \$4,964,000.00 | \$0.00 | \$4,964,000.00 | \$19,546.15 | \$0.00 | \$38,420.40 | \$4,925,579.60 | | \$950.00 |
| Fund 033 - Pass Thru Road Bond 2016 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 2,300,000.00 | 100,000.00 | 2,400,000.00 | (4,610.12) | .00 | 544,709.86 | 1,855,290.14 | 23 | 7,780,460.63 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 950.00 |
| EXPENSE TOTALS | \$2,300,000.00 | \$100,000.00 | \$2,400,000.00 | (\$4,610.12) | \$0.00 | \$544,709.86 | \$1,855,290.14 | 23% | \$7,781,410.63 |
| Fund 033 - Pass Thru Road Bond 2016 Fund Totals | \$2,300,000.00 | \$100,000.00 | \$2,400,000.00 | (\$4,610.12) | \$0.00 | \$544,709.86 | \$1,855,290.14 | | \$7,781,410.63 |
| Fund 035 - Road Bond 2019 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 34,176,000.00 | 763,117.00 | 34,939,117.00 | 1,217,085.31 | .00 | 8,194,453.11 | 26,744,663.89 | 23 | 17,933,172.13 |
| Capital Outlay | 24,345,000.00 | (424,985.00) | 23,920,015.00 | 343,181.12 | .00 | 4,692,971.76 | 19,227,043.24 | 20 | 5,371,030.22 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$58,521,000.00 | \$338,132.00 | \$58,859,132.00 | \$1,560,266.43 | \$0.00 | \$12,887,424.87 | \$45,971,707.13 | 22% | \$23,304,202.35 |
| Fund 035 - Road Bond 2019 Fund Totals | \$58,521,000.00 | \$338,132.00 | \$58,859,132.00 | \$1,560,266.43 | \$0.00 | \$12,887,424.87 | \$45,971,707.13 | | \$23,304,202.35 |

Hays County Schedule of Expenses

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 050 - Sheriff Abandoned Vehicle Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 30,000.00 | .00 | 30,000.00 | .00 | .00 | .00 | 30,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$30,000.00 | \$0.00 | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | \$30,000.00 | 0% | \$0.00 |
| Fund 050 - Sheriff Abandoned Vehicle Fund Totals | \$30,000.00 | \$0.00 | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | \$30,000.00 | | \$0.00 |
| Fund 051 - Sheriff Bail Bond Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | 50,000.00 | .00 | 50,000.00 | .00 | .00 | .00 | 50,000.00 | 0 | .00 |
| Continuing Education | 5,000.00 | .00 | 5,000.00 | .00 | .00 | .00 | 5,000.00 | 0 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$55,000.00 | \$0.00 | \$55,000.00 | \$0.00 | \$0.00 | \$0.00 | \$55,000.00 | 0% | \$0.00 |
| Fund 051 - Sheriff Bail Bond Fund Totals | \$55,000.00 | \$0.00 | \$55,000.00 | \$0.00 | \$0.00 | \$0.00 | \$55,000.00 | | \$0.00 |
| Fund 052 - Sheriff Special Projects Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 3,350.00 | 3,350.00 | .00 | .00 | 454.75 | 2,895.25 | 14 | 921.61 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$3,350.00 | \$3,350.00 | \$0.00 | \$0.00 | \$454.75 | \$2,895.25 | 14% | \$921.61 |
| Fund 052 - Sheriff Special Projects Fund Totals | \$0.00 | \$3,350.00 | \$3,350.00 | \$0.00 | \$0.00 | \$454.75 | \$2,895.25 | | \$921.61 |
| Fund 053 - Sheriff Drug Forfeiture Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | 111,000.00 | (45,290.00) | 65,710.00 | .00 | .00 | 1,703.67 | 64,006.33 | 3 | 10,301.63 |
| Travel | .00 | 12,543.00 | 12,543.00 | 845.92 | .00 | 845.92 | 11,697.08 | 7 | .00 |
| Continuing Education | 5,000.00 | (5,000.00) | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | 7,258.00 | 7,258.00 | .00 | 7,256.89 | .00 | 1.11 | 100 | .00 |
| Capital Assets - Operating | .00 | 30,489.00 | 30,489.00 | .00 | .00 | 6,229.30 | 24,259.70 | 20 | 12,950.80 |
| EXPENSE TOTALS | \$116,000.00 | \$0.00 | \$116,000.00 | \$845.92 | \$7,256.89 | \$8,778.89 | \$99,964.22 | 14% | \$23,252.43 |
| Fund 053 - Sheriff Drug Forfeiture Fund Totals | \$116,000.00 | \$0.00 | \$116,000.00 | \$845.92 | \$7,256.89 | \$8,778.89 | \$99,964.22 | | \$23,252.43 |
| Fund 055 - Sheriff Fed Discretionary Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 169.65 |

Hays County Schedule of Expenses

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|---------------------|----------------------|---------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|--------------------|
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$169.65 |
| Fund 055 - Sheriff Fed Discretionary Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$169.65 |
| Fund 064 - Fire Marshal Code Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 99,910.00 | 17,457.00 | 117,367.00 | 10,065.50 | .00 | 45,655.82 | 71,711.18 | 39 | 21,903.29 |
| Operating | 25,000.00 | (19,607.00) | 5,393.00 | .00 | .00 | 4,800.00 | 593.00 | 89 | .00 |
| Continuing Education | .00 | 2,150.00 | 2,150.00 | 600.00 | .00 | 1,700.00 | 450.00 | 79 | .00 |
| EXPENSE TOTALS | \$124,910.00 | \$0.00 | \$124,910.00 | \$10,665.50 | \$0.00 | \$52,155.82 | \$72,754.18 | 42% | \$21,903.29 |
| Fund 064 - Fire Marshal Code Fee Fund Totals | \$124,910.00 | \$0.00 | \$124,910.00 | \$10,665.50 | \$0.00 | \$52,155.82 | \$72,754.18 | | \$21,903.29 |
| Fund 065 - Veteran's Court Program Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 10,000.00 | .00 | 10,000.00 | .00 | .00 | .00 | 10,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$10,000.00 | \$0.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | 0% | \$0.00 |
| Fund 065 - Veteran's Court Program Fund Totals | \$10,000.00 | \$0.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | | \$0.00 |
| Fund 067 - Constable 2 Drug Forfeiture Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 067 - Constable 2 Drug Forfeiture Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 070 - Juvenile Detention Center Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 4,326,886.00 | (22,444.00) | 4,304,442.00 | 267,981.66 | .00 | 1,830,506.33 | 2,473,935.67 | 43 | 3,302,353.52 |
| Operating | 868,760.00 | 386.00 | 869,146.00 | 64,032.33 | 47,652.98 | 410,704.72 | 410,788.30 | 53 | 843,642.56 |
| Travel | 250.00 | .00 | 250.00 | 12.43 | .00 | 12.43 | 237.57 | 5 | .00 |
| Continuing Education | 6,000.00 | 400.00 | 6,400.00 | 2,133.00 | .00 | 5,656.61 | 743.39 | 88 | 2,550.82 |
| Capital Outlay | .00 | 17,979.00 | 17,979.00 | .00 | .00 | .00 | 17,979.00 | 0 | 2,500.00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 40,950.00 |
| Capital Assets - Operating | .00 | 3,679.00 | 3,679.00 | .00 | .00 | .00 | 3,679.00 | 0 | 2,491.39 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |

Hays County Schedule of Expenses

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| EXPENSE TOTALS | \$5,201,896.00 | \$0.00 | \$5,201,896.00 | \$334,159.42 | \$47,652.98 | \$2,246,880.09 | \$2,907,362.93 | 44% | \$4,194,488.29 |
| Fund 070 - Juvenile Detention Center Fund Totals | \$5,201,896.00 | \$0.00 | \$5,201,896.00 | \$334,159.42 | \$47,652.98 | \$2,246,880.09 | \$2,907,362.93 | | \$4,194,488.29 |
| Fund 080 - DA Hot Check Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | 25,000.00 | .00 | 25,000.00 | 7.33 | .00 | 1,179.29 | 23,820.71 | 5 | 3,015.62 |
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | 10,000.00 | .00 | 10,000.00 | .00 | .00 | 2,079.76 | 7,920.24 | 21 | 924.90 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$35,000.00 | \$0.00 | \$35,000.00 | \$7.33 | \$0.00 | \$3,259.05 | \$31,740.95 | 9% | \$3,940.52 |
| Fund 080 - DA Hot Check Fee Fund Totals | \$35,000.00 | \$0.00 | \$35,000.00 | \$7.33 | \$0.00 | \$3,259.05 | \$31,740.95 | | \$3,940.52 |
| Fund 081 - DA Drug Forfeiture Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 25,758.83 |
| Operating | 127,585.00 | (11,394.00) | 116,191.00 | 555.74 | 10,579.71 | 14,559.22 | 91,052.07 | 22 | 3,544.37 |
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | 10,000.00 | .00 | 10,000.00 | .00 | 753.80 | 1,365.96 | 7,880.24 | 21 | .00 |
| Capital Assets | 61,523.00 | .00 | 61,523.00 | .00 | .00 | 61,522.50 | .50 | 100 | .00 |
| Capital Assets - Operating | 16,673.00 | 11,394.00 | 28,067.00 | .00 | 11,627.09 | 13,069.28 | 3,370.63 | 88 | .00 |
| EXPENSE TOTALS | \$215,781.00 | \$0.00 | \$215,781.00 | \$555.74 | \$22,960.60 | \$90,516.96 | \$102,303.44 | 53% | \$29,303.20 |
| Fund 081 - DA Drug Forfeiture Fund Totals | \$215,781.00 | \$0.00 | \$215,781.00 | \$555.74 | \$22,960.60 | \$90,516.96 | \$102,303.44 | | \$29,303.20 |
| Fund 084 - Law Library Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 39,727.00 | 3,400.00 | 43,127.00 | 3,805.20 | .00 | 23,962.78 | 19,164.22 | 56 | 39,794.85 |
| Operating | 102,776.00 | .00 | 102,776.00 | 6,809.52 | 4,428.00 | 46,931.97 | 51,416.03 | 50 | 108,243.80 |
| Continuing Education | 3,410.00 | (3,400.00) | 10.00 | .00 | .00 | .00 | 10.00 | 0 | .00 |
| Capital Assets | 10,000.00 | .00 | 10,000.00 | .00 | .00 | 8,081.78 | 1,918.22 | 81 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$155,913.00 | \$0.00 | \$155,913.00 | \$10,614.72 | \$4,428.00 | \$78,976.53 | \$72,508.47 | 53% | \$148,038.65 |
| Fund 084 - Law Library Fund Totals | \$155,913.00 | \$0.00 | \$155,913.00 | \$10,614.72 | \$4,428.00 | \$78,976.53 | \$72,508.47 | | \$148,038.65 |
| Fund 100 - County and District Court Techn | | | | | | | | | |
| EXPENSE | | | | | | | | | |

Hays County Schedule of Expenses

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|---------------------|
| Operating | 7,500.00 | .00 | 7,500.00 | .00 | .00 | .00 | 7,500.00 | 0 | .00 |
| Continuing Education | 5,000.00 | .00 | 5,000.00 | .00 | .00 | .00 | 5,000.00 | 0 | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$12,500.00 | \$0.00 | \$12,500.00 | \$0.00 | \$0.00 | \$0.00 | \$12,500.00 | 0% | \$0.00 |
| Fund 100 - County and District Court Techn Totals | \$12,500.00 | \$0.00 | \$12,500.00 | \$0.00 | \$0.00 | \$0.00 | \$12,500.00 | | \$0.00 |
| Fund 101 - Records Mgmt and Archive Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 915,769.00 | 18,602.00 | 934,371.00 | 68,325.89 | .00 | 496,958.33 | 437,412.67 | 53 | 748,604.25 |
| Operating | 875,339.00 | (71,680.00) | 803,659.00 | 50,816.68 | 214.20 | 172,480.08 | 630,964.72 | 21 | 138,425.46 |
| Travel | .00 | 78.00 | 78.00 | .00 | .00 | 78.00 | .00 | 100 | .00 |
| Continuing Education | .00 | 25,000.00 | 25,000.00 | 2,802.54 | 17,183.00 | 2,802.54 | 5,014.46 | 80 | 5,034.11 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | 51,500.00 | 25,000.00 | 76,500.00 | .00 | .00 | 30,000.00 | 46,500.00 | 39 | .00 |
| Capital Assets - Operating | 4,354.00 | 3,000.00 | 7,354.00 | .00 | .00 | 4,154.03 | 3,199.97 | 56 | 10,808.85 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | .00 | 250,000.00 | 250,000.00 | 250,000.00 | .00 | 250,000.00 | .00 | 100 | .00 |
| EXPENSE TOTALS | \$1,846,962.00 | \$250,000.00 | \$2,096,962.00 | \$371,945.11 | \$17,397.20 | \$956,472.98 | \$1,123,091.82 | 46% | \$902,872.67 |
| Fund 101 - Records Mgmt and Archive Fund Totals | \$1,846,962.00 | \$250,000.00 | \$2,096,962.00 | \$371,945.11 | \$17,397.20 | \$956,472.98 | \$1,123,091.82 | | \$902,872.67 |
| Fund 102 - Guardianship Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 35,000.00 | .00 | 35,000.00 | 7,322.16 | .00 | 23,028.20 | 11,971.80 | 66 | 1,200.83 |
| EXPENSE TOTALS | \$35,000.00 | \$0.00 | \$35,000.00 | \$7,322.16 | \$0.00 | \$23,028.20 | \$11,971.80 | 66% | \$1,200.83 |
| Fund 102 - Guardianship Fee Fund Totals | \$35,000.00 | \$0.00 | \$35,000.00 | \$7,322.16 | \$0.00 | \$23,028.20 | \$11,971.80 | | \$1,200.83 |
| Fund 105 - Court Records Preservation | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 85,000.00 | .00 | 85,000.00 | .00 | .00 | .00 | 85,000.00 | 0 | 126,060.88 |
| EXPENSE TOTALS | \$85,000.00 | \$0.00 | \$85,000.00 | \$0.00 | \$0.00 | \$0.00 | \$85,000.00 | 0% | \$126,060.88 |
| Fund 105 - Court Records Preservation Totals | \$85,000.00 | \$0.00 | \$85,000.00 | \$0.00 | \$0.00 | \$0.00 | \$85,000.00 | | \$126,060.88 |
| Fund 106 - County Records Preservation Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 31,594.00 | 12,292.00 | 43,886.00 | 3,805.12 | .00 | 23,188.45 | 20,697.55 | 53 | .00 |
| Operating | 270,100.00 | (12,292.00) | 257,808.00 | .00 | 1,889.00 | 7,248.94 | 248,670.06 | 4 | 258,624.31 |
| Continuing Education | 16,500.00 | .00 | 16,500.00 | .00 | .00 | .00 | 16,500.00 | 0 | 1,259.83 |

Hays County Schedule of Expenses

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|---------------------|----------------------|---------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|---------------------|
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 9,090.00 |
| Capital Assets - Operating | 56,054.00 | .00 | 56,054.00 | .00 | .00 | 37,801.33 | 18,252.67 | 67 | 7,588.41 |
| EXPENSE TOTALS | \$374,248.00 | \$0.00 | \$374,248.00 | \$3,805.12 | \$1,889.00 | \$68,238.72 | \$304,120.28 | 19% | \$276,562.55 |
| Fund 106 - County Records Preservation Fund Totals | \$374,248.00 | \$0.00 | \$374,248.00 | \$3,805.12 | \$1,889.00 | \$68,238.72 | \$304,120.28 | | \$276,562.55 |
| Fund 107 - Courthouse Security Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 163,600.00 | 14,001.00 | 177,601.00 | 14,648.30 | .00 | 102,778.31 | 74,822.69 | 58 | 146,252.96 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$163,600.00 | \$14,001.00 | \$177,601.00 | \$14,648.30 | \$0.00 | \$102,778.31 | \$74,822.69 | 58% | \$146,252.96 |
| Fund 107 - Courthouse Security Fund Totals | \$163,600.00 | \$14,001.00 | \$177,601.00 | \$14,648.30 | \$0.00 | \$102,778.31 | \$74,822.69 | | \$146,252.96 |
| Fund 108 - Dist Court Records Technology | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 20,000.00 | (472.00) | 19,528.00 | .00 | .00 | .00 | 19,528.00 | 0 | .00 |
| Capital Assets | 47,098.00 | 472.00 | 47,570.00 | .00 | 47,098.00 | .00 | 472.00 | 99 | .00 |
| Capital Assets - Operating | 3,112.00 | .00 | 3,112.00 | .00 | 3,112.00 | .00 | .00 | 100 | .00 |
| EXPENSE TOTALS | \$70,210.00 | \$0.00 | \$70,210.00 | \$0.00 | \$50,210.00 | \$0.00 | \$20,000.00 | 72% | \$0.00 |
| Fund 108 - Dist Court Records Technology Totals | \$70,210.00 | \$0.00 | \$70,210.00 | \$0.00 | \$50,210.00 | \$0.00 | \$20,000.00 | | \$0.00 |
| Fund 109 - Truancy Court Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 109 - Truancy Court Fee Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 110 - Justice Court Bldg Security Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 145,000.00 | (33,443.00) | 111,557.00 | .00 | .00 | .00 | 111,557.00 | 0 | .00 |
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | 17,944.00 | 17,944.00 | .00 | .00 | .00 | 17,944.00 | 0 | .00 |
| Capital Assets | .00 | 11,006.00 | 11,006.00 | .00 | 5,243.62 | .00 | 5,762.38 | 48 | .00 |
| Capital Assets - Operating | .00 | 4,493.00 | 4,493.00 | .00 | 1,595.00 | .00 | 2,898.00 | 35 | .00 |
| EXPENSE TOTALS | \$145,000.00 | \$0.00 | \$145,000.00 | \$0.00 | \$6,838.62 | \$0.00 | \$138,161.38 | 5% | \$0.00 |
| Fund 110 - Justice Court Bldg Security Fund Totals | \$145,000.00 | \$0.00 | \$145,000.00 | \$0.00 | \$6,838.62 | \$0.00 | \$138,161.38 | | \$0.00 |

Hays County Schedule of Expenses

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 111 - Court Reporters Service Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 91,000.00 | .00 | 91,000.00 | .00 | .00 | 91,000.00 | .00 | 100 | 78,336.64 |
| EXPENSE TOTALS | \$91,000.00 | \$0.00 | \$91,000.00 | \$0.00 | \$0.00 | \$91,000.00 | \$0.00 | 100% | \$78,336.64 |
| Fund 111 - Court Reporters Service Fund Totals | \$91,000.00 | \$0.00 | \$91,000.00 | \$0.00 | \$0.00 | \$91,000.00 | \$0.00 | | \$78,336.64 |
| Fund 112 - Justice Court Technology Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 420,000.00 | (21,401.00) | 398,599.00 | 33.00 | .00 | 7,767.64 | 390,831.36 | 2 | 12,786.88 |
| Continuing Education | .00 | 4,250.00 | 4,250.00 | .00 | .00 | 2,198.00 | 2,052.00 | 52 | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | 17,151.00 | 17,151.00 | .00 | .00 | 15,183.09 | 1,967.91 | 89 | 26,743.05 |
| EXPENSE TOTALS | \$420,000.00 | \$0.00 | \$420,000.00 | \$33.00 | \$0.00 | \$25,148.73 | \$394,851.27 | 6% | \$39,529.93 |
| Fund 112 - Justice Court Technology Fund Totals | \$420,000.00 | \$0.00 | \$420,000.00 | \$33.00 | \$0.00 | \$25,148.73 | \$394,851.27 | | \$39,529.93 |
| Fund 114 - Civil Courts Building Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Capital Outlay | 1,188,000.00 | .00 | 1,188,000.00 | .00 | .00 | .00 | 1,188,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$1,188,000.00 | \$0.00 | \$1,188,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,188,000.00 | 0% | \$0.00 |
| Fund 114 - Civil Courts Building Fund Totals | \$1,188,000.00 | \$0.00 | \$1,188,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,188,000.00 | | \$0.00 |
| Fund 115 - Dispute Resolution Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 57,900.00 | .00 | 57,900.00 | 5,010.00 | .00 | 30,303.68 | 27,596.32 | 52 | 43,265.88 |
| EXPENSE TOTALS | \$57,900.00 | \$0.00 | \$57,900.00 | \$5,010.00 | \$0.00 | \$30,303.68 | \$27,596.32 | 52% | \$43,265.88 |
| Fund 115 - Dispute Resolution Fund Totals | \$57,900.00 | \$0.00 | \$57,900.00 | \$5,010.00 | \$0.00 | \$30,303.68 | \$27,596.32 | | \$43,265.88 |
| Fund 117 - County Child Abuse Prevention | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 200.00 | .00 | 200.00 | 200.00 | .00 | 451.55 | (251.55) | 226 | 109.40 |
| EXPENSE TOTALS | \$200.00 | \$0.00 | \$200.00 | \$200.00 | \$0.00 | \$451.55 | (\$251.55) | 226% | \$109.40 |
| Fund 117 - County Child Abuse Prevention Totals | \$200.00 | \$0.00 | \$200.00 | \$200.00 | \$0.00 | \$451.55 | (\$251.55) | | \$109.40 |
| Fund 118 - School Zone Safety Program Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | 2,425.00 | .00 | 2,425.00 | .00 | .00 | 2,364.25 | 60.75 | 97 | .00 |
| EXPENSE TOTALS | \$2,425.00 | \$0.00 | \$2,425.00 | \$0.00 | \$0.00 | \$2,364.25 | \$60.75 | 97% | \$0.00 |

Hays County Schedule of Expenses

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 118 - School Zone Safety Program Fund Totals | \$2,425.00 | \$0.00 | \$2,425.00 | \$0.00 | \$0.00 | \$2,364.25 | \$60.75 | | \$0.00 |
| Fund 119 - Language Access Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 21,000.00 | .00 | 21,000.00 | .00 | .00 | .00 | 21,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$21,000.00 | \$0.00 | \$21,000.00 | \$0.00 | \$0.00 | \$0.00 | \$21,000.00 | 0% | \$0.00 |
| Fund 119 - Language Access Fee Fund Totals | \$21,000.00 | \$0.00 | \$21,000.00 | \$0.00 | \$0.00 | \$0.00 | \$21,000.00 | | \$0.00 |
| Fund 120 - Family Health Services Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 1,214,450.00 | 95,158.00 | 1,309,608.00 | 77,298.14 | .00 | 553,869.87 | 755,738.13 | 42 | 840,985.85 |
| Operating | 2,815,438.00 | (28,147.00) | 2,787,291.00 | 40,414.46 | 8,345.14 | 158,791.52 | 2,620,154.34 | 6 | 2,270,312.33 |
| Travel | 5,303.00 | 228.00 | 5,531.00 | 83.79 | .00 | 345.19 | 5,185.81 | 6 | 694.79 |
| Continuing Education | 12,908.00 | 850.00 | 13,758.00 | .00 | 799.24 | 4,270.46 | 8,688.30 | 37 | 5,338.20 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | 215,000.00 | .00 | 215,000.00 | .00 | 100,000.00 | .00 | 115,000.00 | 47 | .00 |
| Capital Assets - Operating | 10,713.00 | 10,633.00 | 21,346.00 | .00 | 3,356.00 | .00 | 17,990.00 | 16 | 13,428.63 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$4,273,812.00 | \$78,722.00 | \$4,352,534.00 | \$117,796.39 | \$112,500.38 | \$717,277.04 | \$3,522,756.58 | 19% | \$3,130,759.80 |
| Fund 120 - Family Health Services Fund Totals | \$4,273,812.00 | \$78,722.00 | \$4,352,534.00 | \$117,796.39 | \$112,500.38 | \$717,277.04 | \$3,522,756.58 | | \$3,130,759.80 |
| Fund 121 - Tobacco Settlement Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 110,000.00 | .00 | 110,000.00 | .00 | .00 | 31,016.77 | 78,983.23 | 28 | 67,770.74 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | 22,004.00 | .00 | 22,004.00 | .00 | 22,004.00 | .00 | .00 | 100 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | 200,000.00 | .00 | 200,000.00 | .00 | .00 | 200,000.00 | .00 | 100 | .00 |
| EXPENSE TOTALS | \$332,004.00 | \$0.00 | \$332,004.00 | \$0.00 | \$22,004.00 | \$231,016.77 | \$78,983.23 | 76% | \$67,770.74 |
| Fund 121 - Tobacco Settlement Fund Totals | \$332,004.00 | \$0.00 | \$332,004.00 | \$0.00 | \$22,004.00 | \$231,016.77 | \$78,983.23 | | \$67,770.74 |
| Fund 122 - Opioid Abatement Settlement Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 122 - Opioid Abatement Settlement Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 140 - Parks Fund | | | | | | | | | |

Hays County Schedule of Expenses

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|---------------------|----------------------|---------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-------------------|
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 140 - Parks Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 141 - Historical Comm Publication Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 141,000.00 | .00 | 141,000.00 | .00 | .00 | .00 | 141,000.00 | 0 | 3,905.47 |
| Travel | 4,000.00 | .00 | 4,000.00 | .00 | .00 | .00 | 4,000.00 | 0 | .00 |
| Continuing Education | 5,000.00 | .00 | 5,000.00 | .00 | .00 | .00 | 5,000.00 | 0 | 2,899.00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$150,000.00 | \$0.00 | \$150,000.00 | \$0.00 | \$0.00 | \$0.00 | \$150,000.00 | 0% | \$6,804.47 |
| Fund 141 - Historical Comm Publication Fund Totals | \$150,000.00 | \$0.00 | \$150,000.00 | \$0.00 | \$0.00 | \$0.00 | \$150,000.00 | | \$6,804.47 |
| Fund 144 - Historical Jail Restoration Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | 667,683.00 | .00 | 667,683.00 | .00 | .00 | .00 | 667,683.00 | 0 | .00 |
| EXPENSE TOTALS | \$667,683.00 | \$0.00 | \$667,683.00 | \$0.00 | \$0.00 | \$0.00 | \$667,683.00 | 0% | \$0.00 |
| Fund 144 - Historical Jail Restoration Fund Totals | \$667,683.00 | \$0.00 | \$667,683.00 | \$0.00 | \$0.00 | \$0.00 | \$667,683.00 | | \$0.00 |
| Fund 146 - ORCA Cedar Oaks Mesa Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 367,500.00 | 367,500.00 | .00 | .00 | .00 | 367,500.00 | 0 | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$367,500.00 | \$367,500.00 | \$0.00 | \$0.00 | \$0.00 | \$367,500.00 | 0% | \$0.00 |
| Fund 146 - ORCA Cedar Oaks Mesa Fund Totals | \$0.00 | \$367,500.00 | \$367,500.00 | \$0.00 | \$0.00 | \$0.00 | \$367,500.00 | | \$0.00 |
| Fund 150 - Park Bond 2011 Fund | | | | | | | | | |

Hays County Schedule of Expenses

Through 04/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|------------------------|----------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|------------------------|
| EXPENSE | | | | | | | | | |
| Operating | 108,000.00 | .00 | 108,000.00 | .00 | .00 | .00 | 108,000.00 | 0 | 3,188.24 |
| Capital Outlay | 792,000.00 | (38,275.00) | 753,725.00 | .00 | .00 | .00 | 753,725.00 | 0 | 4,107.60 |
| Capital Assets | .00 | 38,275.00 | 38,275.00 | .00 | 38,275.00 | .00 | .00 | 100 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 950.00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$900,000.00 | \$0.00 | \$900,000.00 | \$0.00 | \$38,275.00 | \$0.00 | \$861,725.00 | 4% | \$8,245.84 |
| Fund 150 - Park Bond 2011 Fund Totals | \$900,000.00 | \$0.00 | \$900,000.00 | \$0.00 | \$38,275.00 | \$0.00 | \$861,725.00 | | \$8,245.84 |
| Fund 151 - Habitat Conservation Plan Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 1,750,000.00 | .00 | 1,750,000.00 | .00 | .00 | 4,162.50 | 1,745,837.50 | 0 | 24,787.50 |
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$1,750,000.00 | \$0.00 | \$1,750,000.00 | \$0.00 | \$0.00 | \$4,162.50 | \$1,745,837.50 | 0% | \$24,787.50 |
| Fund 151 - Habitat Conservation Plan Fund Totals | \$1,750,000.00 | \$0.00 | \$1,750,000.00 | \$0.00 | \$0.00 | \$4,162.50 | \$1,745,837.50 | | \$24,787.50 |
| Fund 152 - HCL Provider Participation Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 20,800,000.00 | .00 | 20,800,000.00 | .00 | .00 | 12,214,301.14 | 8,585,698.86 | 59 | 22,223,068.69 |
| EXPENSE TOTALS | \$20,800,000.00 | \$0.00 | \$20,800,000.00 | \$0.00 | \$0.00 | \$12,214,301.14 | \$8,585,698.86 | 59% | \$22,223,068.69 |
| Fund 152 - HCL Provider Participation Fund Totals | \$20,800,000.00 | \$0.00 | \$20,800,000.00 | \$0.00 | \$0.00 | \$12,214,301.14 | \$8,585,698.86 | | \$22,223,068.69 |
| Fund 153 - CDBG Disaster Recovery Prgm Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 100,000.00 | 100,000.00 | .00 | .00 | .00 | 100,000.00 | 0 | 23,147.36 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 226,877.92 |
| EXPENSE TOTALS | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | 0% | \$250,025.28 |
| Fund 153 - CDBG Disaster Recovery Prgm Fund Totals | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | | \$250,025.28 |
| Fund 154 - Park Bond 2021 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 22,868,000.00 | (4,570,377.00) | 18,297,623.00 | 38,299.41 | .00 | 967,597.48 | 17,330,025.52 | 5 | 1,734,116.58 |
| Capital Outlay | .00 | 4,570,377.00 | 4,570,377.00 | .00 | .00 | 2,017,376.68 | 2,553,000.32 | 44 | 17,312,184.07 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$22,868,000.00 | \$0.00 | \$22,868,000.00 | \$38,299.41 | \$0.00 | \$2,984,974.16 | \$19,883,025.84 | 13% | \$19,046,300.65 |

Hays County Schedule of Expenses

Through 04/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 154 - Park Bond 2021 Fund Totals | \$22,868,000.00 | \$0.00 | \$22,868,000.00 | \$38,299.41 | \$0.00 | \$2,984,974.16 | \$19,883,025.84 | | \$19,046,300.65 |
| Fund 155 - TX Water Development Board Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 215,000.00 | 215,000.00 | .00 | .00 | .00 | 215,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$0.00 | \$215,000.00 | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | \$215,000.00 | 0% | \$0.00 |
| Fund 155 - TX Water Development Board Fund Totals | \$0.00 | \$215,000.00 | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | \$215,000.00 | | \$0.00 |
| Fund 156 - Park Bond 2022 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | 241,203.60 | (241,203.60) | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$241,203.60 | (\$241,203.60) | +++ | \$0.00 |
| Fund 156 - Park Bond 2022 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$241,203.60 | (\$241,203.60) | | \$0.00 |
| Fund 161 - La Cima PID 2015 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 191.69 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | 1,561,425.00 | .00 | 1,561,425.00 | .00 | .00 | 619,212.50 | 942,212.50 | 40 | 1,531,300.00 |
| EXPENSE TOTALS | \$1,561,425.00 | \$0.00 | \$1,561,425.00 | \$0.00 | \$0.00 | \$619,212.50 | \$942,212.50 | 40% | \$1,531,491.69 |
| Fund 161 - La Cima PID 2015 Fund Totals | \$1,561,425.00 | \$0.00 | \$1,561,425.00 | \$0.00 | \$0.00 | \$619,212.50 | \$942,212.50 | | \$1,531,491.69 |
| Fund 162 - La Cima PID Neigh Impr 2020 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 145,796.00 |
| Debt Service | 500,663.00 | .00 | 500,663.00 | .00 | .00 | 169,331.25 | 331,331.75 | 34 | 509,912.50 |
| EXPENSE TOTALS | \$500,663.00 | \$0.00 | \$500,663.00 | \$0.00 | \$0.00 | \$169,331.25 | \$331,331.75 | 34% | \$655,708.50 |
| Fund 162 - La Cima PID Neigh Impr 2020 Fund Totals | \$500,663.00 | \$0.00 | \$500,663.00 | \$0.00 | \$0.00 | \$169,331.25 | \$331,331.75 | | \$655,708.50 |
| Fund 163 - La CIMA PID Neigh Impr 2022 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 17,745,826.00 | 17,745,826.00 | .00 | .00 | 17,745,825.78 | .22 | 100 | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | 1,523,968.99 | (1,523,968.99) | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$17,745,826.00 | \$17,745,826.00 | \$0.00 | \$0.00 | \$19,269,794.77 | (\$1,523,968.77) | 109% | \$0.00 |
| Fund 163 - La CIMA PID Neigh Impr 2022 Fund Totals | \$0.00 | \$17,745,826.00 | \$17,745,826.00 | \$0.00 | \$0.00 | \$19,269,794.77 | (\$1,523,968.77) | | \$0.00 |
| Fund 170 - Infrastructure Imp Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |

Hays County Schedule of Expenses

Through 04/30/23

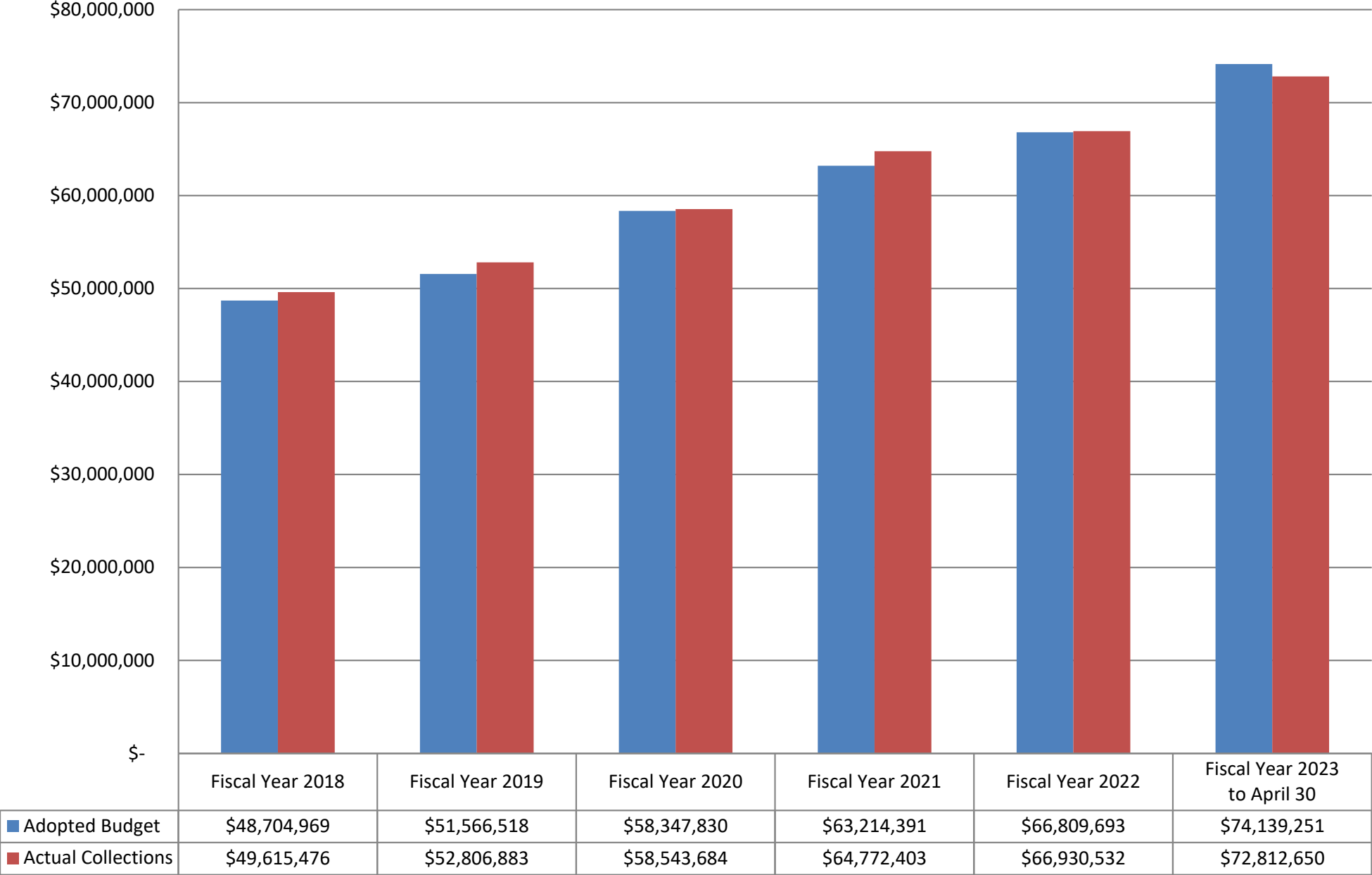
Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------------|------------------------|-------------------------|-------------------------------|-----------------------|-------------------------|------------------------------|------------------|-------------------------|
| Operating | 200,000.00 | .00 | 200,000.00 | .00 | .00 | 23,295.08 | 176,704.92 | 12 | 76,076.78 |
| Capital Outlay | 1,111,753.95 | (133,404.00) | 978,349.95 | 8,578.43 | 39,233.51 | 9,154.43 | 929,962.01 | 5 | 91,236.79 |
| Capital Assets | .00 | 133,404.00 | 133,404.00 | .00 | 71,391.83 | .00 | 62,012.17 | 54 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$1,311,753.95 | \$0.00 | \$1,311,753.95 | \$8,578.43 | \$110,625.34 | \$32,449.51 | \$1,168,679.10 | 11% | \$167,313.57 |
| Fund 170 - Infrastructure Imp Fee Fund Totals | \$1,311,753.95 | \$0.00 | \$1,311,753.95 | \$8,578.43 | \$110,625.34 | \$32,449.51 | \$1,168,679.10 | | \$167,313.57 |
| Fund 190 - Interest and Sinking Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | 42,113,496.00 | .00 | 42,113,496.00 | 5,585,378.61 | .00 | 31,214,497.37 | 10,898,998.63 | 74 | 40,275,928.29 |
| EXPENSE TOTALS | \$42,113,496.00 | \$0.00 | \$42,113,496.00 | \$5,585,378.61 | \$0.00 | \$31,214,497.37 | \$10,898,998.63 | 74% | \$40,275,928.29 |
| Fund 190 - Interest and Sinking Fund Totals | \$42,113,496.00 | \$0.00 | \$42,113,496.00 | \$5,585,378.61 | \$0.00 | \$31,214,497.37 | \$10,898,998.63 | | \$40,275,928.29 |
| Fund 197 - Credit Card Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 197 - Credit Card Fee Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Grand Totals | \$374,969,018.95 | \$33,845,700.00 | \$408,814,718.95 | \$21,244,991.38 | \$5,998,577.23 | \$184,422,170.06 | \$218,393,971.66 | | \$280,967,524.52 |

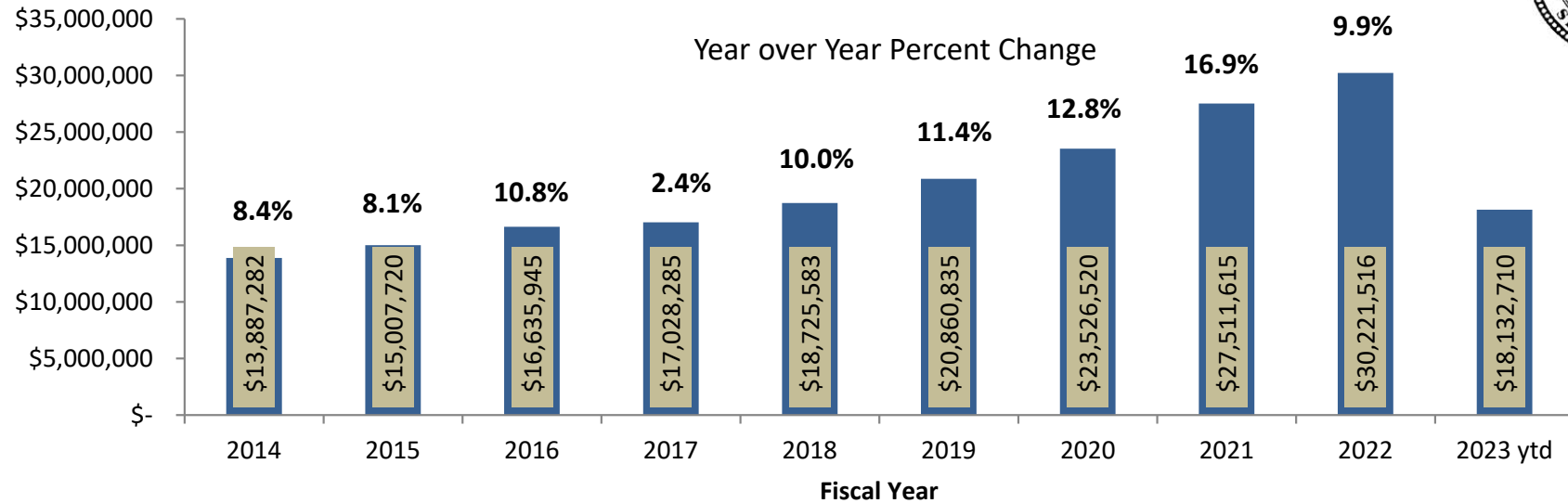
Hays County

General Current Maintenance and Operation Property Taxes by Fiscal Year





Net Sales and Use Tax Collections



| | NET FY 2017 | NET FY2018 | NET FY2019 | NET FY2020 | NET FY2021 | NET FY2022 | NET FY2023 | (Un)favorable Difference from PY | % Increase / Decrease from PY |
|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--|-------------------------------------|
| OCTOBER | \$ 1,417,330 | \$ 1,537,238 | \$ 1,600,688 | \$ 1,905,154 | \$ 2,032,031 | \$ 2,394,294 | \$ 2,567,573 | \$ 173,279 | 8.5% |
| NOVEMBER | \$ 1,308,063 | \$ 1,280,194 | \$ 1,753,681 | \$ 1,890,059 | \$ 2,465,228 | \$ 2,575,166 | \$ 2,637,372 | \$ 62,206 | 2.5% |
| DECEMBER | \$ 1,402,739 | \$ 1,363,964 | \$ 2,100,874 | \$ 2,523,399 | \$ 2,679,813 | \$ 2,891,949 | \$ 3,020,716 | \$ 128,767 | 4.8% |
| JANUARY | \$ 1,797,229 | \$ 2,359,501 | \$ 1,493,125 | \$ 1,869,115 | \$ 1,842,981 | \$ 2,224,276 | \$ 2,362,998 | \$ 138,722 | 7.5% |
| FEBRUARY | \$ 1,213,919 | \$ 1,360,883 | \$ 1,488,519 | \$ 1,591,721 | \$ 1,559,482 | \$ 1,934,704 | \$ 2,295,395 | \$ 360,691 | 23.1% |
| MARCH | \$ 1,200,779 | \$ 1,258,936 | \$ 1,716,718 | \$ 1,827,779 | \$ 2,554,974 | \$ 2,707,480 | \$ 2,758,447 | \$ 50,967 | 2.0% |
| APRIL | \$ 1,539,708 | \$ 1,774,935 | \$ 1,752,479 | \$ 1,755,786 | \$ 2,283,256 | \$ 2,481,553 | \$ 2,490,209 | \$ 8,656 | 0.4% |
| MAY | \$ 1,309,394 | \$ 1,485,656 | \$ 1,682,123 | \$ 1,933,268 | \$ 2,281,382 | \$ 2,495,602 | | | |
| JUNE | \$ 1,409,348 | \$ 1,450,335 | \$ 1,818,586 | \$ 2,228,388 | \$ 2,693,915 | \$ 2,726,072 | | | |
| JULY | \$ 1,556,914 | \$ 1,663,239 | \$ 1,699,301 | \$ 1,957,979 | \$ 2,368,263 | \$ 2,478,432 | | | |
| AUGUST | \$ 1,466,745 | \$ 1,597,853 | \$ 1,807,477 | \$ 1,935,899 | \$ 2,360,005 | \$ 2,729,473 | | | |
| SEPTEMBER | \$ 1,406,118 | \$ 1,592,848 | \$ 1,947,263 | \$ 2,107,974 | \$ 2,390,285 | \$ 2,582,515 | | | |
| FY TOTAL | \$ 17,028,285 | \$ 18,725,583 | \$ 20,860,835 | \$ 23,526,520 | \$ 27,511,615 | \$ 30,221,516 | \$ 18,132,710 | \$ 923,288 | |
| % Increase from PY | 2.4% | 10.0% | 11.4% | 12.8% | 16.9% | 9.9% | | | |

| |
|---------------------------|
| Hays County |
| STATEMENT OF INDEBTEDNESS |
| FYE September 2023 |

| Debt Issue | Purpose | Issue Date | Maturity Date | Original Amount | Average Interest Rate | Principal Outstanding 10/1/2022 | Feb-23 Principal Payments | Principal Outstanding 4/30/2023 | FY23 Principal Payment | FY23 Interest Payment | FY23 Total Payments |
|---|---|------------|---------------|-----------------|-----------------------|---------------------------------|---------------------------|---------------------------------|------------------------|-----------------------|---------------------|
| Limited Tax Refunding Bonds Series 2013 | Refunded portions of Series 2003,2004,2005,2006,2009PT1 | 5/21/2013 | 2/15/2032 | 26,225,000 | 3.10% | 2,340,000 | 1,260,000 | 1,080,000 | 1,260,000 | 68,400 | 1,328,400 |
| Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2013 | Road Improvements Texas Highway System Voter Approved - 11/4/2008 | 11/15/2013 | 2/15/2038 | 25,920,000 | 4.07% | 1,840,000 | 900,000 | 940,000 | 900,000 | 55,600 | 955,600 |
| Limited Tax Refunding Bonds Series 2014 | Refunded Portions of Series 2005 & 2009 | 9/15/2014 | 2/15/2030 | 9,105,000 | 2.63% | 7,865,000 | 55,000 | 7,810,000 | 55,000 | 279,725 | 334,725 |
| Limited Tax Refunding Bonds Series 2015 | Refunded Portions of Series 2008,2009,2009,2010 | 3/15/2015 | 2/15/2029 | 42,595,000 | 2.86% | 36,540,000 | 6,890,000 | 29,650,000 | 6,890,000 | 1,299,994 | 8,189,994 |
| Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2015 | Road Improvements Texas Highway System Voter Approved - 11/4/2008 | 4/1/2015 | 2/15/2035 | 27,410,000 | 3.26% | 11,870,000 | 1,075,000 | 10,795,000 | 1,075,000 | 426,725 | 1,501,725 |
| Special Assessment Revenue Bonds Series 2015 | La Cima Public Improvement District Major Public Improvement Project | 8/5/2015 | 9/15/2045 | 19,200,000 | 6.94% | 17,890,000 | - | 17,890,000 | 320,000 | 1,238,425 | 1,558,425 |
| Limited Tax Refunding Bonds Series 2016 | Refunded Portions of Series 2007,2008,2009(3),2010 | 2/23/2016 | 2/15/2035 | 63,030,000 | 3.87% | 44,645,000 | 1,270,000 | 43,375,000 | 1,270,000 | 1,654,700 | 2,924,700 |
| Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2016 | Road Improvements Texas Highway System Voter Approved - 11/4/2008 | 9/15/2016 | 2/15/2036 | 35,065,000 | 3.40% | 28,090,000 | 1,495,000 | 26,595,000 | 1,495,000 | 997,638 | 2,492,638 |
| Limited Tax Refunding Bonds Series 2017 | Refunded Portions of Series Park 2011, Roads 2011, and PTF 2011 | 8/16/2017 | 2/15/2036 | 64,465,000 | 4.75% | 57,425,000 | 3,970,000 | 53,455,000 | 3,970,000 | 2,674,563 | 6,644,563 |
| Limited Tax Bonds Series 2017 | Public Safety Buildings Voter Approved - 11/8/2016 | 8/16/2017 | 2/15/2042 | 96,190,000 | 4.20% | 94,340,000 | 1,690,000 | 92,650,000 | 1,690,000 | 3,967,000 | 5,657,000 |
| Unlimited Tax Road Bonds Series 2017 | Public Safety Buildings Voter Approved - 11/8/2016 | 8/16/2017 | 2/15/2042 | 21,545,000 | 4.87% | 19,920,000 | 600,000 | 19,320,000 | 600,000 | 958,594 | 1,558,594 |
| Unlimited Tax Road Bonds Series 2019 | Road Improvements Voter Approved - 11/8/2016 | 8/14/2019 | 9/30/2044 | 97,035,000 | 3.81% | 96,430,000 | 320,000 | 96,110,000 | 320,000 | 3,825,150 | 4,145,150 |
| Special Assessment Revenue Bonds Series 2020 | La Cima Public Improvement District Neighborhood Improvements 1-2 | 11/12/2020 | 2/15/2050 | 9,345,000 | 3.89% | 8,840,000 | - | 8,840,000 | 165,000 | 332,663 | 497,663 |
| Limited Tax Refunding Bonds Series 2021 | Refunded Portions of Series - PTF 2015 LTR 2014, PTF 2013, LTR 2013, LTR 2012 | 9/21/2020 | 2/15/2038 | 52,090,000 | 1.87% | 51,330,000 | 1,845,000 | 49,485,000 | 1,845,000 | 841,736 | 2,686,736 |
| Limited Tax Bonds Series 2021 | Park Improvements Voter Approved - 11/3/2020 | 9/21/2020 | 2/15/2046 | 43,825,000 | 3.36% | 43,425,000 | 285,000 | 43,140,000 | 285,000 | 1,587,975 | 1,872,975 |
| Limited Tax Bonds Series 2022 | Park Improvements Voter Approved - 11/3/2020 | 12/7/2022 | 2/15/2042 | 24,060,000 | 4.51% | 24,060,000 | ¹ - | 24,060,000 | - | 767,590 | 767,590 |
| Special Assessment Revenue Bonds Series 2022 | La Cima Public Improvement District Neighborhood Improvement Area #3 | 12/22/2022 | 9/15/2052 | 20,800,000 | 5.61% | 20,800,000 | ¹ - | 20,800,000 | 880,000 | 834,654 | 1,714,654 |
| TOTALS | | | | | | 567,650,000 | 21,655,000 | 545,995,000 | 23,020,000 | 21,811,131 | 44,831,131 |

¹ Subsequent event, Issued after 10/1/2022 in December 2002

Debt serviced from property taxes for FY 2023 is as follows

| | |
|-----------------------------|------------|
| <u>*Total debt payments</u> | 44,831,131 |
|-----------------------------|------------|

| | |
|--|--------------------|
| 1. Debt serviced from Pass Thru Road revenue | (10,000,000) |
| 2. Debt paid from La Cima PID | <u>(3,770,742)</u> |
| Debt Payments Less I&S special revenue sources | 31,060,389 |
| 3. Debt paid from O65/DP Freeze Ceiling property taxes | <u>(1,500,000)</u> |
| Total debt funded from property taxes | 29,560,389 |



OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA

County Auditor

712 S. Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

marisol.alonzo@co.hays.tx.us

512-393-2283

Honorable District Judges of Hays County and
Honorable Members of the Hays County Commissioners Court,

The unaudited and unadjusted fiscal year to date Financial Report of Hays County, Texas is submitted herewith for the month and fiscal year to date ending **May 31, 2023** and is hereby submitted as required by Local Government Code 114.023 and 114.025. The statements are prepared and reported on a modified accrual basis of accounting.

Included in the report are:

- General Fund Balance Sheet
- Road and Bridge Balance Sheet
- Governmental Funds Balance Sheet
- Monthly Statement of Fund Balances, including aggregate revenue and expenses
- Schedule of Revenues, including budget detail
- Schedule of Expenditures, including budget detail, encumbrances, and amounts available for further expenditures.
- Current Maintenance and Operations Property Tax Collections Schedule
- Net Sales Tax Collections Schedule
- Debt Service Schedule

The Schedule of Revenues shows adjusted budget, year-to-date collections, and the remainder of the funds to be collected. The Schedule of Expenditures for all departments shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are separate balance sheets for the General Fund and Road & Bridge Fund, followed by a Consolidated Fund Balance Sheet. The Schedules section includes the current maintenance and operations general fund property tax collections, sales tax collection by month received, and debt service payments.

This report is designed to provide a general overview of Hays County's finances for all those with an interest in the County's finances at a specific point during the fiscal year and was prepared prior to receiving all Treasurer reconciliations of the County bank statements and court costs. The reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports and cannot provide an opinion on the attached financial statements. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666. After submission, this report can be seen on the County's webpage at www.hayscountytexas.com.

Respectfully Submitted,

Marisol Villarreal-Alonzo, CPA, MPA

HAYS COUNTY, TEXAS
Unaudited General Fund Balance Sheet
For the Month Ended
May 31, 2023

Assets

| | | |
|---------------------------|----|--------------------|
| Cash and cash equivalents | \$ | 107,666,387 |
| Receivables | | 1,786,056 |
| Prepaid expenses | | 62,987 |
| Due from other funds | | 5,394,808 |
| Inventory, at cost | | 5,080 |
| Total Assets: | \$ | <u>114,915,318</u> |

Liabilities, Deferred Inflows of Resources, and Fund Balances

Liabilities:

| | | |
|-----------------------|----|-------------------|
| Accounts payable | \$ | 10,087,050 |
| Due to other agencies | | 1,821,965 |
| Due to other funds | | 10,559,182 |
| Deferred revenues | | 552,376 |
| Total Liabilities: | \$ | <u>23,020,573</u> |

Fund Balances:

Restricted for:

| | | |
|------------|----|-------------------|
| Committed | \$ | 2,589,622 |
| Unassigned | | <u>89,305,123</u> |

| | | |
|----------------------|----|-------------------|
| Total Fund Balances: | \$ | <u>91,894,745</u> |
|----------------------|----|-------------------|

| | | |
|--|----|--------------------|
| Total Liabilities, Deferred Inflows of Resources, and Fund Balances: | \$ | <u>114,915,318</u> |
|--|----|--------------------|

HAYS COUNTY, TEXAS
Unaudited Road and Bridge Fund Balance Sheet
For the Month Ended
May 31, 2023

Assets

| | | |
|---------------------------|----|-------------------|
| Cash and cash equivalents | \$ | 15,318,981 |
| Receivables | | 697,541 |
| Due from other funds | | 1,208,353 |
| Inventory, at cost | | 509,137 |
| Total Assets: | \$ | <u>17,734,012</u> |

Liabilities, Deferred Inflows of Resources, and Fund Balances

Liabilities:

| | | |
|-----------------------|----|------------------|
| Accounts payable | \$ | 737,463 |
| Due to other agencies | | 67,604 |
| Due to other funds | | 1,945,471 |
| Deferred revenues | | 99,562 |
| Total Liabilities: | | <u>2,850,100</u> |

Fund Balances:

Restricted for:

| | |
|----------------------------|-------------------|
| Restricted-road and bridge | <u>14,883,912</u> |
|----------------------------|-------------------|

| | |
|----------------------|-------------------|
| Total Fund Balances: | <u>14,883,912</u> |
|----------------------|-------------------|

| | | |
|--|----|-------------------|
| Total Liabilities, Deferred Inflows of Resources, and Fund Balances: | \$ | <u>17,734,012</u> |
|--|----|-------------------|

HAYS COUNTY, TEXAS
Unaudited Governmental Funds Balance Sheet
For the Month Ended
May 31, 2023

Assets

| | | |
|---------------------------|----|-------------|
| Cash and cash equivalents | \$ | 331,107,394 |
| Receivables | | 9,296,654 |
| Prepaid expenses | | 65,537 |
| Due from other funds | | 12,707,655 |
| Inventory, at cost | | 514,217 |
| Total Assets: | \$ | 353,691,457 |

Liabilities, Deferred Inflows of Resources, and Fund Balances

Liabilities:

| | | |
|-----------------------|----|------------|
| Accounts payable | \$ | 15,611,131 |
| Due to other agencies | | 2,578,279 |
| Due to other funds | | 16,885,386 |
| Deferred revenues | | 23,270,910 |
| Total Liabilities: | \$ | 58,345,706 |

Fund Balances:

Restricted for:

| | | |
|--|----|-------------|
| Committed | \$ | 2,589,622 |
| Restricted-debt service | | 28,220,107 |
| Restricted-road and bridge | | 14,883,912 |
| Restricted-special revenue | | 17,942,341 |
| Restricted-capital projects | | 142,404,646 |
| Unassigned | | 89,305,123 |
| Total Fund Balances: | | 295,345,751 |
| Total Liabilities, Deferred Inflows of Resources, and Fund Balances: | \$ | 353,691,457 |

HAYS COUNTY
Unaudited Statement of Fund Balances
Fiscal Year to Date 5/31/2023

| | Beginning Balance | M-T-D Revenues | M-T-D Expenses | Ending Balance | Y-T-D Revenues | Y-T-D Expenses |
|---|-------------------------|------------------------|-------------------------|-------------------------|--------------------------|-------------------------|
| GENERAL FUND | | | | | | |
| 001 - General Fund | \$ 94,209,172.98 | \$ 4,803,331.46 | \$ 9,707,380.81 | \$ 89,305,123.63 | \$ 100,698,014.12 | \$ 80,428,537.38 |
| 002 - Election Contract Fund | 425,623.08 | 1,647.65 | 7,135.26 | 420,135.47 | 12,481.72 | 76,286.66 |
| 070 - Juvenile Detention Center Fund | 1,622,223.01 | 170,066.97 | 339,433.29 | 1,452,856.69 | 2,979,289.34 | 2,586,313.38 |
| 144 - Historical Jail Restoration Fund | 713,865.82 | 2,763.65 | - | 716,629.47 | 18,923.89 | - |
| GENERAL FUND BALANCE | <u>\$ 96,970,884.89</u> | <u>\$ 4,977,809.73</u> | <u>\$ 10,053,949.36</u> | <u>\$ 91,894,745.26</u> | <u>\$ 103,708,709.07</u> | <u>\$ 83,091,137.42</u> |
| SPECIAL REVENUE FUNDS | | | | | | |
| 011 - American Rescue Plan Fund | \$ 733,295.10 | \$ 374,346.57 | \$ 289,671.76 | \$ 817,969.91 | \$ 15,096,342.47 | \$ 14,397,255.69 |
| 012 - Local Assistance and TC Fund | (3,612.10) | 5,321.63 | 874.18 | 835.35 | 7,780.58 | 6,945.23 |
| 020 - Road and Bridge General Fund | 15,578,736.67 | 911,644.73 | 1,606,469.44 | 14,883,911.96 | 12,851,860.38 | 8,202,698.70 |
| 050 - Sheriff Abandoned Vehicle Fund | 33,983.46 | 131.44 | - | 34,114.90 | 886.77 | - |
| 051 - Sheriff Bail Bond Fund | 69,894.03 | 304.11 | - | 70,198.14 | 2,564.90 | - |
| 052 - Sheriff Special Projects Fund | 2,812.92 | 10.85 | - | 2,823.77 | 2,874.31 | 454.75 |
| 053 - Sheriff Drug Forfeiture Fund | 195,915.02 | 655.97 | 2,684.77 | 193,886.22 | 31,444.30 | 11,463.66 |
| 055 - Sheriff Fed Discretionary Fund | 158,878.41 | - | - | 158,878.41 | 34,454.99 | - |
| 064 - Fire Aprshal Code Fee Fund | 130,925.17 | 9,802.98 | 8,464.77 | 132,263.38 | 83,328.32 | 60,620.59 |
| 065 - Veteran's Court Program Fund | 11,963.06 | 105.39 | - | 12,068.45 | 908.71 | - |
| 067 - Constable 2 Drug Forfeiture Fund | 335.60 | - | - | 335.60 | - | - |
| 080 - DA Hot Check Fee Fund | 39,671.71 | 673.97 | 213.64 | 40,132.04 | 2,118.69 | 3,472.69 |
| 081 - DA Drug Forfeiture Fund | 190,969.44 | 291.13 | 20,168.03 | 171,092.54 | 39,068.77 | 110,684.99 |
| 084 - Law Library Fund | 74,483.79 | 424.92 | 10,132.43 | 64,776.28 | 62,189.83 | 89,108.96 |
| 100 - County and District Court Tech Fund | 31,424.97 | 121.52 | - | 31,546.49 | 3,522.59 | - |
| 101 - Records Mgmt and Archive Fund | 2,581,682.91 | 10,123.67 | 88,981.09 | 2,502,825.49 | 549,839.37 | 1,045,454.07 |
| 102 - Guardianship Fee Fund | 35,618.65 | 137.95 | 1,810.00 | 33,946.60 | 11,304.78 | 24,838.20 |
| 105 - Court Records Preservation Fund | 171,938.36 | 665.57 | - | 172,603.93 | 54,313.97 | - |
| 106 - County Records Preservation Fund | 354,601.59 | 1,392.52 | 4,682.62 | 351,311.49 | 273,136.38 | 72,921.34 |
| 107 - Courthouse Security Fund | 188,651.30 | 3,596.34 | 14,648.29 | 177,599.35 | 82,624.08 | 117,426.60 |
| 108 - Dist Court Records Fund | 75,916.49 | 293.88 | - | 76,210.37 | 2,244.88 | - |
| 109 - Truancy Court Fee Fund | 1,837.63 | 132.13 | - | 1,969.76 | 321.11 | - |
| 110 - Justice Court Bldg Fund | 164,063.49 | 726.22 | - | 164,789.71 | 4,632.59 | - |
| 111 - Court Reporters Service Fund | 17,914.85 | 70.99 | - | 17,985.84 | 44,453.61 | 91,000.00 |
| 112 - Justice Court Technology Fund | 438,308.80 | 4,166.74 | 291.98 | 442,183.56 | 23,041.05 | 25,440.71 |
| 115 - Dispute Resolution Fund | 46,063.11 | 1,678.26 | 3,765.00 | 43,976.37 | 35,445.76 | 34,068.68 |
| 116 - Juvenile Delinquency | 222.16 | 0.93 | - | 223.09 | 6.09 | - |
| 117 - County Child Abuse Prevention | 7.68 | - | - | 7.68 | 213.62 | 451.55 |
| 118 - School Zone Safety Program Fund | - | - | - | - | - | 2,364.25 |
| 119 - Language Access Fee Fund | 24,068.64 | 990.31 | - | 25,058.95 | 10,761.86 | - |
| 120 - Family Health Services Fund | 2,715,010.40 | 93,089.89 | 193,082.35 | 2,615,017.94 | 3,370,315.65 | 910,359.39 |

HAYS COUNTY
Unaudited Statement of Fund Balances
Fiscal Year to Date 5/31/2023

| | Beginning Balance | M-T-D Revenues | M-T-D Expenses | Ending Balance | Y-T-D Revenues | Y-T-D Expenses |
|--|--------------------------|------------------------|-------------------------|--------------------------|--------------------------|--------------------------|
| 121 - Tobacco Settlement Fund | 131,367.22 | 766.52 | 44,393.72 | 87,740.02 | 141,503.76 | 275,410.49 |
| 122 - Opioid Abatement Settlement Fund | 166,217.93 | - | - | 166,217.93 | 166,217.93 | - |
| 141 - Historical Comm Publication Fund | 155,646.23 | 1,048.40 | 218.42 | 156,476.21 | 4,382.06 | 218.42 |
| 152 - HCL Provider Participation Fund | 9,173,331.36 | 1,943.58 | - | 9,175,274.94 | 20,842,996.86 | 12,214,301.14 |
| SPECIAL REVENUE FUND BALANCE | \$ 33,692,146.05 | \$ 1,424,659.11 | \$ 2,290,552.49 | \$ 32,826,252.67 | \$ 53,837,101.02 | \$ 37,696,960.10 |
| CAPITAL PROJECT FUNDS | | | | | | |
| 006 - Public Safety Bond 2017 Fund | \$ 3,608,315.34 | \$ 33,293.89 | \$ 1,568.97 | \$ 3,640,040.26 | \$ 235,543.00 | \$ 16,114.64 |
| 022 - Road Bond 2006 Construction Fund | 607,419.89 | 2,565.30 | 6,578.75 | 603,406.44 | 17,246.60 | 27,682.37 |
| 027 - Co Priority Road Bond 2011 Fund | 5,196,214.30 | 22,768.13 | 45,312.00 | 5,173,670.43 | 153,058.26 | 83,732.40 |
| 033 - Pass Thru Road Bond 2016 Fund | 975.93 | 450.16 | - | 1,426.09 | 9,655.72 | 544,709.86 |
| 035 - Road Bond 2019 Fund | 47,906,803.46 | 259,635.31 | 923,854.22 | 47,242,584.55 | 2,287,310.05 | 13,811,279.09 |
| 114 - Civil Courts Building Fund | 1,200,585.05 | 4,662.83 | - | 1,205,247.88 | 65,091.85 | - |
| 146 - ORCA Cedar Oaks Mesa Fund | - | - | - | - | - | - |
| 150 - Park Bond 2011 Fund | 520,516.99 | 1,698.07 | - | 522,215.06 | 13,106.86 | - |
| 151 - Habitat Conservation Plan Fund | 3,054,519.95 | 11,825.26 | - | 3,066,345.21 | 211,903.80 | 4,162.50 |
| 153 - CDBG Disaster Recovery Prgm Fund | - | - | - | - | - | - |
| 154 - Park Bond 2021 Fund | 29,864,593.93 | 125,834.43 | 42,482.25 | 29,947,946.11 | 892,562.78 | 3,027,456.41 |
| 155 - TX Water Development Board Fund | - | - | - | - | - | - |
| 156 - Park Bond 2022 Fund | 25,380,796.12 | 107,856.99 | - | 25,488,653.11 | 25,729,856.71 | 241,203.60 |
| 160 - FM 110 TIRZ Fund | 16,396,736.18 | 50,993.95 | - | 16,447,730.13 | 2,405,547.07 | - |
| 161 - La CIMA PID 2015 Fund | 3,528,041.80 | 22,818.52 | - | 3,550,860.32 | 1,343,383.65 | 619,212.50 |
| 162 - La CIMA PID Neigh Impr 2020 Fund | 1,122,542.34 | 3,768.17 | - | 1,126,310.51 | 410,648.54 | 169,331.25 |
| 163 - La CIMA PID Neigh Impr 2022 Fund | 3,538,518.65 | 12,030.89 | 255,382.33 | 3,295,167.21 | 22,820,344.31 | 19,525,177.10 |
| 170 - Infrastructure Imp Fee Fund | 1,127,688.79 | 5,923.79 | 40,570.00 | 1,093,042.58 | 154,661.67 | 73,019.51 |
| CAPITAL PROJECT FUNDS BALANCE | \$ 143,054,268.72 | \$ 666,125.69 | \$ 1,315,748.52 | \$ 142,404,645.89 | \$ 56,749,920.87 | \$ 38,143,081.23 |
| DEBT SERVICE FUND | | | | | | |
| 190 - Interest and Sinking Fund | \$ 27,983,948.34 | \$ 236,158.58 | \$ - | \$ 28,220,106.92 | \$ 38,240,289.10 | \$ 31,214,497.37 |
| TOTAL GOVERNMENTAL FUNDS | \$ 301,701,248.00 | \$ 7,304,753.11 | \$ 13,660,250.37 | \$ 295,345,750.74 | \$ 252,536,020.06 | \$ 190,145,676.12 |
| 003 - Medical & Dental Insurance Fund | \$ 16,163,168.56 | \$ 59,016.80 | \$ 1,106,121.86 | \$ 15,116,063.50 | \$ 4,399,010.21 | \$ 9,042,866.17 |

Hays County Schedule of Revenues

Through 05/31/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------------|-----------------------|-------------------------|-------------------------------|---------------------|-------------------------|------------------------------|------------------|-------------------------|
| Fund 001 - General Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 105,994,251.00 | .00 | 105,994,251.00 | 3,260,300.50 | .00 | 90,024,523.32 | 15,969,727.68 | 85 | 99,884,680.05 |
| Intergovernmental Revenues and Grants | 5,613,204.00 | 1,084,652.00 | 6,697,856.00 | 765,811.58 | .00 | 3,512,892.42 | 3,184,963.58 | 52 | 4,756,332.34 |
| Charges for Services | 6,320,340.00 | .00 | 6,320,340.00 | 245,849.11 | .00 | 3,422,067.74 | 2,898,272.26 | 54 | 6,484,420.02 |
| Fines and Forfeitures | 1,409,100.00 | .00 | 1,409,100.00 | 98,191.65 | .00 | 650,864.71 | 758,235.29 | 46 | 1,444,502.54 |
| Other Revenues | 1,072,600.00 | 270,758.00 | 1,343,358.00 | 43,328.02 | .00 | 455,336.21 | 888,021.79 | 34 | 1,149,316.15 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | 602,000.00 | .00 | 602,000.00 | 389,850.60 | .00 | 2,432,329.72 | (1,830,329.72) | 404 | 467,616.30 |
| Fund Transfers | 200,000.00 | .00 | 200,000.00 | .00 | .00 | 200,000.00 | .00 | 100 | 3,322.67 |
| REVENUE TOTALS | \$121,211,495.00 | \$1,355,410.00 | \$122,566,905.00 | \$4,803,331.46 | \$0.00 | \$100,698,014.12 | \$21,868,890.88 | 82% | \$114,190,190.07 |
| Fund 001 - General Fund Totals | \$121,211,495.00 | \$1,355,410.00 | \$122,566,905.00 | \$4,803,331.46 | \$0.00 | \$100,698,014.12 | \$21,868,890.88 | | \$114,190,190.07 |
| Fund 002 - Election Contract Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Charges for Services | 150,000.00 | .00 | 150,000.00 | .00 | .00 | 1,769.32 | 148,230.68 | 1 | 119,153.39 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 1,647.65 | .00 | 10,712.40 | (10,712.40) | +++ | 3,862.85 |
| REVENUE TOTALS | \$150,000.00 | \$0.00 | \$150,000.00 | \$1,647.65 | \$0.00 | \$12,481.72 | \$137,518.28 | 8% | \$123,016.24 |
| Fund 002 - Election Contract Fund Totals | \$150,000.00 | \$0.00 | \$150,000.00 | \$1,647.65 | \$0.00 | \$12,481.72 | \$137,518.28 | | \$123,016.24 |
| Fund 003 - Medical & Dental Insurance Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 15,372,000.00 | .00 | 15,372,000.00 | 8,194.20 | .00 | 4,040,182.60 | 11,331,817.40 | 26 | 14,336,467.52 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | 1,097.48 | (1,097.48) | +++ | 1,379.36 |
| Interest Income | 100,000.00 | .00 | 100,000.00 | 50,822.60 | .00 | 357,730.13 | (257,730.13) | 358 | 72,185.49 |
| REVENUE TOTALS | \$15,472,000.00 | \$0.00 | \$15,472,000.00 | \$59,016.80 | \$0.00 | \$4,399,010.21 | \$11,072,989.79 | 28% | \$14,410,032.37 |
| Fund 003 - Medical & Dental Insurance Fund Totals | \$15,472,000.00 | \$0.00 | \$15,472,000.00 | \$59,016.80 | \$0.00 | \$4,399,010.21 | \$11,072,989.79 | | \$14,410,032.37 |
| Fund 006 - Public Safety Bond 2017 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 33,293.89 | .00 | 235,543.00 | (235,543.00) | +++ | 68,575.10 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$33,293.89 | \$0.00 | \$235,543.00 | (\$235,543.00) | +++ | \$68,575.10 |
| Fund 006 - Public Safety Bond 2017 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$33,293.89 | \$0.00 | \$235,543.00 | (\$235,543.00) | | \$68,575.10 |

Hays County Schedule of Revenues

Through 05/31/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 007 - Energy Efficiency Proj 2017 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 507.18 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$507.18 |
| Fund 007 - Energy Efficiency Proj 2017 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$507.18 |
| Fund 008 - Help America Vote Act Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 120,000.00 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$120,000.00 |
| Fund 008 - Help America Vote Act Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$120,000.00 |
| Fund 009 - Coronavirus Relief Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 009 - Coronavirus Relief Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 010 - Emergency Rental Assistance Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 4,197,400.55 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 22,057.99 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$4,219,458.54 |
| Fund 010 - Emergency Rental Assistance Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$4,219,458.54 |
| Fund 011 - American Rescue Plan Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 12,707,721.00 | 12,054,847.00 | 24,762,568.00 | 289,671.76 | .00 | 14,410,484.69 | 10,352,083.31 | 58 | 11,389,774.34 |
| Interest Income | .00 | .00 | .00 | 84,674.81 | .00 | 685,857.78 | (685,857.78) | +++ | 118,457.10 |
| REVENUE TOTALS | \$12,707,721.00 | \$12,054,847.00 | \$24,762,568.00 | \$374,346.57 | \$0.00 | \$15,096,342.47 | \$9,666,225.53 | 61% | \$11,508,231.44 |
| Fund 011 - American Rescue Plan Fund Totals | \$12,707,721.00 | \$12,054,847.00 | \$24,762,568.00 | \$374,346.57 | \$0.00 | \$15,096,342.47 | \$9,666,225.53 | | \$11,508,231.44 |
| Fund 012 - Local Assistance and TC Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | 100,000.00 | 100,000.00 | 5,133.06 | .00 | 6,945.23 | 93,054.77 | 7 | .00 |

Hays County Schedule of Revenues

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Interest Income | .00 | .00 | .00 | 188.57 | .00 | 835.35 | (835.35) | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$100,000.00 | \$100,000.00 | \$5,321.63 | \$0.00 | \$7,780.58 | \$92,219.42 | 8% | \$0.00 |
| Fund 012 - Local Assistance and TC Fund Totals | \$0.00 | \$100,000.00 | \$100,000.00 | \$5,321.63 | \$0.00 | \$7,780.58 | \$92,219.42 | | \$0.00 |
| Fund 020 - Road and Bridge General Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 10,235,473.00 | .00 | 10,235,473.00 | 26,532.01 | .00 | 9,470,600.83 | 764,872.17 | 93 | 10,223,189.67 |
| Intergovernmental Revenues and Grants | 1,013,896.00 | 506,000.00 | 1,519,896.00 | 597,977.33 | .00 | 906,448.34 | 613,447.66 | 60 | 104,755.00 |
| Charges for Services | 1,855,000.00 | .00 | 1,855,000.00 | 230,845.00 | .00 | 1,753,472.70 | 101,527.30 | 95 | 2,194,222.75 |
| Fines and Forfeitures | 235,000.00 | .00 | 235,000.00 | .00 | .00 | 185,421.17 | 49,578.83 | 79 | 348,671.59 |
| Other Revenues | 250,000.00 | 39,555.00 | 289,555.00 | 727.88 | .00 | 58,874.34 | 230,680.66 | 20 | 300,701.19 |
| Interest Income | 150,000.00 | .00 | 150,000.00 | 55,562.51 | .00 | 477,043.00 | (327,043.00) | 318 | 163,897.02 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$13,739,369.00 | \$545,555.00 | \$14,284,924.00 | \$911,644.73 | \$0.00 | \$12,851,860.38 | \$1,433,063.62 | 90% | \$13,335,437.22 |
| Fund 020 - Road and Bridge General Fund Totals | \$13,739,369.00 | \$545,555.00 | \$14,284,924.00 | \$911,644.73 | \$0.00 | \$12,851,860.38 | \$1,433,063.62 | | \$13,335,437.22 |
| Fund 022 - Road Bond 2006 Construction Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 2,565.30 | .00 | 17,246.60 | (17,246.60) | +++ | 4,289.37 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$2,565.30 | \$0.00 | \$17,246.60 | (\$17,246.60) | +++ | \$4,289.37 |
| Fund 022 - Road Bond 2006 Construction Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$2,565.30 | \$0.00 | \$17,246.60 | (\$17,246.60) | | \$4,289.37 |
| Fund 027 - Co Priority Road Bond 2011 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 22,768.13 | .00 | 153,058.26 | (153,058.26) | +++ | 40,786.47 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$22,768.13 | \$0.00 | \$153,058.26 | (\$153,058.26) | +++ | \$40,786.47 |
| Fund 027 - Co Priority Road Bond 2011 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$22,768.13 | \$0.00 | \$153,058.26 | (\$153,058.26) | | \$40,786.47 |
| Fund 033 - Pass Thru Road Bond 2016 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 450.16 | .00 | 9,655.72 | (9,655.72) | +++ | 10,282.43 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$450.16 | \$0.00 | \$9,655.72 | (\$9,655.72) | +++ | \$10,282.43 |

Hays County Schedule of Revenues

Through 05/31/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 033 - Pass Thru Road Bond 2016 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$450.16 | \$0.00 | \$9,655.72 | (\$9,655.72) | | \$10,282.43 |
| Fund 035 - Road Bond 2019 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 1,230,000.00 | 309,120.00 | 1,539,120.00 | 54,242.77 | .00 | 614,656.69 | 924,463.31 | 40 | 1,033,763.31 |
| Other Revenues | .00 | 29,012.00 | 29,012.00 | .00 | .00 | .00 | 29,012.00 | 0 | 1,584,618.58 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 205,392.54 | .00 | 1,672,653.36 | (1,672,653.36) | +++ | 519,347.07 |
| REVENUE TOTALS | \$1,230,000.00 | \$338,132.00 | \$1,568,132.00 | \$259,635.31 | \$0.00 | \$2,287,310.05 | (\$719,178.05) | 146% | \$3,137,728.96 |
| Fund 035 - Road Bond 2019 Fund Totals | \$1,230,000.00 | \$338,132.00 | \$1,568,132.00 | \$259,635.31 | \$0.00 | \$2,287,310.05 | (\$719,178.05) | | \$3,137,728.96 |
| Fund 050 - Sheriff Abandoned Vehicle Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 131.44 | .00 | 886.77 | (886.77) | +++ | 231.04 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$131.44 | \$0.00 | \$886.77 | (\$886.77) | +++ | \$231.04 |
| Fund 050 - Sheriff Abandoned Vehicle Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$131.44 | \$0.00 | \$886.77 | (\$886.77) | | \$231.04 |
| Fund 051 - Sheriff Bail Bond Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 2,300.00 | .00 | 2,300.00 | .00 | .00 | 550.00 | 1,750.00 | 24 | 3,050.00 |
| Interest Income | .00 | .00 | .00 | 304.11 | .00 | 2,014.90 | (2,014.90) | +++ | 503.78 |
| REVENUE TOTALS | \$2,300.00 | \$0.00 | \$2,300.00 | \$304.11 | \$0.00 | \$2,564.90 | (\$264.90) | 112% | \$3,553.78 |
| Fund 051 - Sheriff Bail Bond Fund Totals | \$2,300.00 | \$0.00 | \$2,300.00 | \$304.11 | \$0.00 | \$2,564.90 | (\$264.90) | | \$3,553.78 |
| Fund 052 - Sheriff Special Projects Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Other Revenues | .00 | 3,350.00 | 3,350.00 | .00 | .00 | 2,850.00 | 500.00 | 85 | 1,250.00 |
| Interest Income | .00 | .00 | .00 | 10.85 | .00 | 24.31 | (24.31) | +++ | 6.12 |
| REVENUE TOTALS | \$0.00 | \$3,350.00 | \$3,350.00 | \$10.85 | \$0.00 | \$2,874.31 | \$475.69 | 86% | \$1,256.12 |
| Fund 052 - Sheriff Special Projects Fund Totals | \$0.00 | \$3,350.00 | \$3,350.00 | \$10.85 | \$0.00 | \$2,874.31 | \$475.69 | | \$1,256.12 |
| Fund 053 - Sheriff Drug Forfeiture Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | 26,670.55 | (26,670.55) | +++ | 40,040.35 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | 500.00 | (500.00) | +++ | 1,805.00 |
| Interest Income | .00 | .00 | .00 | 655.97 | .00 | 4,273.75 | (4,273.75) | +++ | 1,053.41 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$655.97 | \$0.00 | \$31,444.30 | (\$31,444.30) | +++ | \$42,898.76 |

Hays County Schedule of Revenues

Through 05/31/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 053 - Sheriff Drug Forfeiture Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$655.97 | \$0.00 | \$31,444.30 | (\$31,444.30) | | \$42,898.76 |
| Fund 055 - Sheriff Fed Discretionary Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | 34,454.99 | (34,454.99) | +++ | 68,075.34 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 2,664.75 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$34,454.99 | (\$34,454.99) | +++ | \$70,740.09 |
| Fund 055 - Sheriff Fed Discretionary Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$34,454.99 | (\$34,454.99) | | \$70,740.09 |
| Fund 064 - Fire Marshal Code Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 52,000.00 | .00 | 52,000.00 | 9,382.00 | .00 | 80,445.70 | (28,445.70) | 155 | 66,105.20 |
| Interest Income | .00 | .00 | .00 | 420.98 | .00 | 2,882.62 | (2,882.62) | +++ | 393.46 |
| REVENUE TOTALS | \$52,000.00 | \$0.00 | \$52,000.00 | \$9,802.98 | \$0.00 | \$83,328.32 | (\$31,328.32) | 160% | \$66,498.66 |
| Fund 064 - Fire Marshal Code Fee Fund Totals | \$52,000.00 | \$0.00 | \$52,000.00 | \$9,802.98 | \$0.00 | \$83,328.32 | (\$31,328.32) | | \$66,498.66 |
| Fund 065 - Veteran's Court Program Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Other Revenues | .00 | .00 | .00 | 59.20 | .00 | 604.20 | (604.20) | +++ | 1,349.00 |
| Interest Income | .00 | .00 | .00 | 46.19 | .00 | 304.51 | (304.51) | +++ | 72.94 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$105.39 | \$0.00 | \$908.71 | (\$908.71) | +++ | \$1,421.94 |
| Fund 065 - Veteran's Court Program Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$105.39 | \$0.00 | \$908.71 | (\$908.71) | | \$1,421.94 |
| Fund 067 - Constable 2 Drug Forfeiture Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 067 - Constable 2 Drug Forfeiture Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 070 - Juvenile Detention Center Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 100,000.00 | .00 | 100,000.00 | 4,560.46 | .00 | 49,025.12 | 50,974.88 | 49 | 76,101.18 |
| Charges for Services | 2,533,100.00 | .00 | 2,533,100.00 | 135,962.50 | .00 | 1,295,121.25 | 1,237,978.75 | 51 | 1,963,313.75 |
| Other Revenues | 165,000.00 | .00 | 165,000.00 | 29,353.04 | .00 | 90,513.20 | 74,486.80 | 55 | 178,795.76 |
| Interest Income | .00 | .00 | .00 | 190.97 | .00 | 45,833.77 | (45,833.77) | +++ | 791.57 |
| Fund Transfers | 1,498,796.00 | .00 | 1,498,796.00 | .00 | .00 | 1,498,796.00 | .00 | 100 | 2,723,046.00 |
| REVENUE TOTALS | \$4,296,896.00 | \$0.00 | \$4,296,896.00 | \$170,066.97 | \$0.00 | \$2,979,289.34 | \$1,317,606.66 | 69% | \$4,942,048.26 |

Hays County Schedule of Revenues

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 070 - Juvenile Detention Center Fund Totals | \$4,296,896.00 | \$0.00 | \$4,296,896.00 | \$170,066.97 | \$0.00 | \$2,979,289.34 | \$1,317,606.66 | | \$4,942,048.26 |
| Fund 080 - DA Hot Check Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | 673.97 | .00 | 1,064.59 | (1,064.59) | +++ | 1,949.10 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | 1,054.10 | (1,054.10) | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$673.97 | \$0.00 | \$2,118.69 | (\$2,118.69) | +++ | \$1,949.10 |
| Fund 080 - DA Hot Check Fee Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$673.97 | \$0.00 | \$2,118.69 | (\$2,118.69) | | \$1,949.10 |
| Fund 081 - DA Drug Forfeiture Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | 36,967.24 | (36,967.24) | +++ | 109,202.92 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | 204.70 | (204.70) | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 291.13 | .00 | 1,896.83 | (1,896.83) | +++ | 467.24 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$291.13 | \$0.00 | \$39,068.77 | (\$39,068.77) | +++ | \$109,670.16 |
| Fund 081 - DA Drug Forfeiture Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$291.13 | \$0.00 | \$39,068.77 | (\$39,068.77) | | \$109,670.16 |
| Fund 084 - Law Library Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 110,000.00 | .00 | 110,000.00 | .00 | .00 | 59,309.60 | 50,690.40 | 54 | 113,332.81 |
| Other Revenues | .00 | .00 | .00 | 128.25 | .00 | 567.90 | (567.90) | +++ | 426.65 |
| Interest Income | .00 | .00 | .00 | 296.67 | .00 | 2,312.33 | (2,312.33) | +++ | 718.76 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$110,000.00 | \$0.00 | \$110,000.00 | \$424.92 | \$0.00 | \$62,189.83 | \$47,810.17 | 57% | \$114,478.22 |
| Fund 084 - Law Library Fund Totals | \$110,000.00 | \$0.00 | \$110,000.00 | \$424.92 | \$0.00 | \$62,189.83 | \$47,810.17 | | \$114,478.22 |
| Fund 100 - County and District Court Techn | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 4,300.00 | .00 | 4,300.00 | .00 | .00 | 2,732.41 | 1,567.59 | 64 | 5,880.63 |
| Interest Income | .00 | .00 | .00 | 121.52 | .00 | 790.18 | (790.18) | +++ | 184.95 |
| REVENUE TOTALS | \$4,300.00 | \$0.00 | \$4,300.00 | \$121.52 | \$0.00 | \$3,522.59 | \$777.41 | 82% | \$6,065.58 |
| Fund 100 - County and District Court Techn Totals | \$4,300.00 | \$0.00 | \$4,300.00 | \$121.52 | \$0.00 | \$3,522.59 | \$777.41 | | \$6,065.58 |
| Fund 101 - Records Mgmt and Archive Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 1,400,000.00 | .00 | 1,400,000.00 | .00 | .00 | 472,159.21 | 927,840.79 | 34 | 1,330,757.10 |
| Interest Income | .00 | .00 | .00 | 10,123.67 | .00 | 77,680.16 | (77,680.16) | +++ | 20,644.88 |
| REVENUE TOTALS | \$1,400,000.00 | \$0.00 | \$1,400,000.00 | \$10,123.67 | \$0.00 | \$549,839.37 | \$850,160.63 | 39% | \$1,351,401.98 |

Hays County Schedule of Revenues

Through 05/31/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 101 - Records Mgmt and Archive Fund Totals | \$1,400,000.00 | \$0.00 | \$1,400,000.00 | \$10,123.67 | \$0.00 | \$549,839.37 | \$850,160.63 | | \$1,351,401.98 |
| Fund 102 - Guardianship Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 12,000.00 | .00 | 12,000.00 | .00 | .00 | 10,070.00 | 1,930.00 | 84 | 19,264.16 |
| Interest Income | .00 | .00 | .00 | 137.95 | .00 | 1,234.78 | (1,234.78) | +++ | 304.57 |
| REVENUE TOTALS | \$12,000.00 | \$0.00 | \$12,000.00 | \$137.95 | \$0.00 | \$11,304.78 | \$695.22 | 94% | \$19,568.73 |
| Fund 102 - Guardianship Fee Fund Totals | \$12,000.00 | \$0.00 | \$12,000.00 | \$137.95 | \$0.00 | \$11,304.78 | \$695.22 | | \$19,568.73 |
| Fund 105 - Court Records Preservation | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 55,000.00 | .00 | 55,000.00 | .00 | .00 | 50,377.26 | 4,622.74 | 92 | 79,019.91 |
| Interest Income | .00 | .00 | .00 | 665.57 | .00 | 3,936.71 | (3,936.71) | +++ | 716.52 |
| REVENUE TOTALS | \$55,000.00 | \$0.00 | \$55,000.00 | \$665.57 | \$0.00 | \$54,313.97 | \$686.03 | 99% | \$79,736.43 |
| Fund 105 - Court Records Preservation Totals | \$55,000.00 | \$0.00 | \$55,000.00 | \$665.57 | \$0.00 | \$54,313.97 | \$686.03 | | \$79,736.43 |
| Fund 106 - County Records Preservation Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 57,000.00 | .00 | 57,000.00 | .00 | .00 | 18,001.52 | 38,998.48 | 32 | 49,178.73 |
| Interest Income | .00 | .00 | .00 | 1,392.52 | .00 | 5,134.86 | (5,134.86) | +++ | 2,739.71 |
| Fund Transfers | .00 | 250,000.00 | 250,000.00 | .00 | .00 | 250,000.00 | .00 | 100 | .00 |
| REVENUE TOTALS | \$57,000.00 | \$250,000.00 | \$307,000.00 | \$1,392.52 | \$0.00 | \$273,136.38 | \$33,863.62 | 89% | \$51,918.44 |
| Fund 106 - County Records Preservation Fund Totals | \$57,000.00 | \$250,000.00 | \$307,000.00 | \$1,392.52 | \$0.00 | \$273,136.38 | \$33,863.62 | | \$51,918.44 |
| Fund 107 - Courthouse Security Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 141,400.00 | .00 | 141,400.00 | 2,850.17 | .00 | 77,113.38 | 64,286.62 | 55 | 166,051.16 |
| Interest Income | .00 | .00 | .00 | 746.17 | .00 | 5,510.70 | (5,510.70) | +++ | 1,406.65 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$141,400.00 | \$0.00 | \$141,400.00 | \$3,596.34 | \$0.00 | \$82,624.08 | \$58,775.92 | 58% | \$167,457.81 |
| Fund 107 - Courthouse Security Fund Totals | \$141,400.00 | \$0.00 | \$141,400.00 | \$3,596.34 | \$0.00 | \$82,624.08 | \$58,775.92 | | \$167,457.81 |
| Fund 108 - Dist Court Records Technology | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 6,000.00 | .00 | 6,000.00 | .00 | .00 | 266.11 | 5,733.89 | 4 | 3,809.68 |
| Interest Income | .00 | .00 | .00 | 293.88 | .00 | 1,978.77 | (1,978.77) | +++ | 513.05 |
| REVENUE TOTALS | \$6,000.00 | \$0.00 | \$6,000.00 | \$293.88 | \$0.00 | \$2,244.88 | \$3,755.12 | 37% | \$4,322.73 |
| Fund 108 - Dist Court Records Technology Totals | \$6,000.00 | \$0.00 | \$6,000.00 | \$293.88 | \$0.00 | \$2,244.88 | \$3,755.12 | | \$4,322.73 |
| Fund 109 - Truancy Court Fee Fund | | | | | | | | | |

Hays County Schedule of Revenues

Through 05/31/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|--------------------|----------------------|--------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|--------------------|
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | 125.00 | .00 | 275.00 | (275.00) | +++ | 200.00 |
| Interest Income | .00 | .00 | .00 | 7.13 | .00 | 46.11 | (46.11) | +++ | 10.69 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$132.13 | \$0.00 | \$321.11 | (\$321.11) | +++ | \$210.69 |
| Fund 109 - Truancy Court Fee Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$132.13 | \$0.00 | \$321.11 | (\$321.11) | | \$210.69 |
| Fund 110 - Justice Court Bldg Security Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 1,150.00 | .00 | 1,150.00 | 91.03 | .00 | 355.39 | 794.61 | 31 | 1,044.16 |
| Interest Income | .00 | .00 | .00 | 635.19 | .00 | 4,277.20 | (4,277.20) | +++ | 1,110.90 |
| REVENUE TOTALS | \$1,150.00 | \$0.00 | \$1,150.00 | \$726.22 | \$0.00 | \$4,632.59 | (\$3,482.59) | 403% | \$2,155.06 |
| Fund 110 - Justice Court Bldg Security Fund Totals | \$1,150.00 | \$0.00 | \$1,150.00 | \$726.22 | \$0.00 | \$4,632.59 | (\$3,482.59) | | \$2,155.06 |
| Fund 111 - Court Reporters Service Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 63,000.00 | .00 | 63,000.00 | .00 | .00 | 43,514.82 | 19,485.18 | 69 | 76,228.02 |
| Interest Income | .00 | .00 | .00 | 70.99 | .00 | 938.79 | (938.79) | +++ | 326.17 |
| REVENUE TOTALS | \$63,000.00 | \$0.00 | \$63,000.00 | \$70.99 | \$0.00 | \$44,453.61 | \$18,546.39 | 71% | \$76,554.19 |
| Fund 111 - Court Reporters Service Fund Totals | \$63,000.00 | \$0.00 | \$63,000.00 | \$70.99 | \$0.00 | \$44,453.61 | \$18,546.39 | | \$76,554.19 |
| Fund 112 - Justice Court Technology Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 25,500.00 | .00 | 25,500.00 | 2,469.80 | .00 | 11,507.36 | 13,992.64 | 45 | 27,731.04 |
| Interest Income | .00 | .00 | .00 | 1,696.94 | .00 | 11,533.69 | (11,533.69) | +++ | 3,065.38 |
| REVENUE TOTALS | \$25,500.00 | \$0.00 | \$25,500.00 | \$4,166.74 | \$0.00 | \$23,041.05 | \$2,458.95 | 90% | \$30,796.42 |
| Fund 112 - Justice Court Technology Fund Totals | \$25,500.00 | \$0.00 | \$25,500.00 | \$4,166.74 | \$0.00 | \$23,041.05 | \$2,458.95 | | \$30,796.42 |
| Fund 114 - Civil Courts Building Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 60,000.00 | .00 | 60,000.00 | 15.00 | .00 | 34,134.12 | 25,865.88 | 57 | 74,304.97 |
| Interest Income | .00 | .00 | .00 | 4,647.83 | .00 | 30,957.73 | (30,957.73) | +++ | 7,806.44 |
| REVENUE TOTALS | \$60,000.00 | \$0.00 | \$60,000.00 | \$4,662.83 | \$0.00 | \$65,091.85 | (\$5,091.85) | 108% | \$82,111.41 |
| Fund 114 - Civil Courts Building Fund Totals | \$60,000.00 | \$0.00 | \$60,000.00 | \$4,662.83 | \$0.00 | \$65,091.85 | (\$5,091.85) | | \$82,111.41 |
| Fund 115 - Dispute Resolution Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 57,900.00 | .00 | 57,900.00 | 1,500.00 | .00 | 34,288.66 | 23,611.34 | 59 | 62,916.25 |
| Interest Income | .00 | .00 | .00 | 178.25 | .00 | 1,157.09 | (1,157.09) | +++ | 246.19 |
| REVENUE TOTALS | \$57,900.00 | \$0.00 | \$57,900.00 | \$1,678.25 | \$0.00 | \$35,445.75 | \$22,454.25 | 61% | \$63,162.44 |

Hays County Schedule of Revenues

Through 05/31/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 115 - Dispute Resolution Fund Totals | \$57,900.00 | \$0.00 | \$57,900.00 | \$1,678.25 | \$0.00 | \$35,445.75 | \$22,454.25 | | \$63,162.44 |
| Fund 116 - Juvenile Delinquency Prevention | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | .93 | .00 | 6.09 | (6.09) | +++ | 1.22 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.93 | \$0.00 | \$6.09 | (\$6.09) | +++ | \$1.22 |
| Fund 116 - Juvenile Delinquency Prevention Totals | \$0.00 | \$0.00 | \$0.00 | \$0.93 | \$0.00 | \$6.09 | (\$6.09) | | \$1.22 |
| Fund 117 - County Child Abuse Prevention | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 200.00 | .00 | 200.00 | .00 | .00 | 212.09 | (12.09) | 106 | 348.86 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | 1.53 | (1.53) | +++ | .30 |
| REVENUE TOTALS | \$200.00 | \$0.00 | \$200.00 | \$0.00 | \$0.00 | \$213.62 | (\$13.62) | 107% | \$349.16 |
| Fund 117 - County Child Abuse Prevention Totals | \$200.00 | \$0.00 | \$200.00 | \$0.00 | \$0.00 | \$213.62 | (\$13.62) | | \$349.16 |
| Fund 118 - School Zone Safety Program Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 118 - School Zone Safety Program Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 119 - Language Access Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 13,800.00 | .00 | 13,800.00 | 897.00 | .00 | 10,260.12 | 3,539.88 | 74 | 14,246.23 |
| Interest Income | .00 | .00 | .00 | 93.31 | .00 | 501.74 | (501.74) | +++ | 50.86 |
| REVENUE TOTALS | \$13,800.00 | \$0.00 | \$13,800.00 | \$990.31 | \$0.00 | \$10,761.86 | \$3,038.14 | 78% | \$14,297.09 |
| Fund 119 - Language Access Fee Fund Totals | \$13,800.00 | \$0.00 | \$13,800.00 | \$990.31 | \$0.00 | \$10,761.86 | \$3,038.14 | | \$14,297.09 |
| Fund 120 - Family Health Services Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 1,502,532.00 | 78,672.00 | 1,581,204.00 | 92,981.32 | .00 | 624,191.97 | 957,012.03 | 39 | 647,365.45 |
| Charges for Services | 400.00 | .00 | 400.00 | .00 | .00 | 160.00 | 240.00 | 40 | 820.00 |
| Other Revenues | .00 | 50.00 | 50.00 | .00 | .00 | .00 | 50.00 | 0 | 2,517.50 |
| Interest Income | .00 | .00 | .00 | 108.57 | .00 | 27,083.68 | (27,083.68) | +++ | 8,008.04 |
| Fund Transfers | 2,718,880.00 | .00 | 2,718,880.00 | .00 | .00 | 2,718,880.00 | .00 | 100 | 2,557,711.00 |
| REVENUE TOTALS | \$4,221,812.00 | \$78,722.00 | \$4,300,534.00 | \$93,089.89 | \$0.00 | \$3,370,315.65 | \$930,218.35 | 78% | \$3,216,421.99 |
| Fund 120 - Family Health Services Fund Totals | \$4,221,812.00 | \$78,722.00 | \$4,300,534.00 | \$93,089.89 | \$0.00 | \$3,370,315.65 | \$930,218.35 | | \$3,216,421.99 |
| Fund 121 - Tobacco Settlement Fund | | | | | | | | | |

Hays County Schedule of Revenues

Through 05/31/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|---------------------|----------------------|---------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|---------------------|
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 110,000.00 | .00 | 110,000.00 | .00 | .00 | 136,510.18 | (26,510.18) | 124 | 115,587.87 |
| Interest Income | .00 | .00 | .00 | 766.52 | .00 | 4,993.58 | (4,993.58) | +++ | 1,230.86 |
| REVENUE TOTALS | \$110,000.00 | \$0.00 | \$110,000.00 | \$766.52 | \$0.00 | \$141,503.76 | (\$31,503.76) | 129% | \$116,818.73 |
| Fund 121 - Tobacco Settlement Fund Totals | \$110,000.00 | \$0.00 | \$110,000.00 | \$766.52 | \$0.00 | \$141,503.76 | (\$31,503.76) | | \$116,818.73 |
| Fund 122 - Opioid Abatement Settlement Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | 166,217.93 | (166,217.93) | +++ | .00 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$166,217.93 | (\$166,217.93) | +++ | \$0.00 |
| Fund 122 - Opioid Abatement Settlement Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$166,217.93 | (\$166,217.93) | | \$0.00 |
| Fund 141 - Historical Comm Publication Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Other Revenues | .00 | .00 | .00 | 479.50 | .00 | 650.43 | (650.43) | +++ | 571.57 |
| Interest Income | .00 | .00 | .00 | 568.90 | .00 | 3,731.63 | (3,731.63) | +++ | 934.77 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$1,048.40 | \$0.00 | \$4,382.06 | (\$4,382.06) | +++ | \$1,506.34 |
| Fund 141 - Historical Comm Publication Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$1,048.40 | \$0.00 | \$4,382.06 | (\$4,382.06) | | \$1,506.34 |
| Fund 144 - Historical Jail Restoration Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 2,763.65 | .00 | 18,923.89 | (18,923.89) | +++ | 5,022.61 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$2,763.65 | \$0.00 | \$18,923.89 | (\$18,923.89) | +++ | \$5,022.61 |
| Fund 144 - Historical Jail Restoration Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$2,763.65 | \$0.00 | \$18,923.89 | (\$18,923.89) | | \$5,022.61 |
| Fund 146 - ORCA Cedar Oaks Mesa Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | 350,000.00 | 350,000.00 | .00 | .00 | .00 | 350,000.00 | 0 | .00 |
| Other Revenues | .00 | 17,500.00 | 17,500.00 | .00 | .00 | .00 | 17,500.00 | 0 | .00 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$367,500.00 | \$367,500.00 | \$0.00 | \$0.00 | \$0.00 | \$367,500.00 | 0% | \$0.00 |
| Fund 146 - ORCA Cedar Oaks Mesa Fund Totals | \$0.00 | \$367,500.00 | \$367,500.00 | \$0.00 | \$0.00 | \$0.00 | \$367,500.00 | | \$0.00 |
| Fund 150 - Park Bond 2011 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |

Hays County Schedule of Revenues

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|------------------------|----------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|------------------------|
| Intergovernmental Revenues and Grants | 392,000.00 | .00 | 392,000.00 | .00 | .00 | .00 | 392,000.00 | 0 | .00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 1,698.07 | .00 | 13,106.86 | (13,106.86) | +++ | 4,296.04 |
| REVENUE TOTALS | \$392,000.00 | \$0.00 | \$392,000.00 | \$1,698.07 | \$0.00 | \$13,106.86 | \$378,893.14 | 3% | \$4,296.04 |
| Fund 150 - Park Bond 2011 Fund Totals | \$392,000.00 | \$0.00 | \$392,000.00 | \$1,698.07 | \$0.00 | \$13,106.86 | \$378,893.14 | | \$4,296.04 |
| Fund 151 - Habitat Conservation Plan Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Charges for Services | 250,000.00 | .00 | 250,000.00 | .00 | .00 | 133,750.00 | 116,250.00 | 54 | 1,581,760.00 |
| Interest Income | .00 | .00 | .00 | 11,825.26 | .00 | 78,153.80 | (78,153.80) | +++ | 13,364.85 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$250,000.00 | \$0.00 | \$250,000.00 | \$11,825.26 | \$0.00 | \$211,903.80 | \$38,096.20 | 85% | \$1,595,124.85 |
| Fund 151 - Habitat Conservation Plan Fund Totals | \$250,000.00 | \$0.00 | \$250,000.00 | \$11,825.26 | \$0.00 | \$211,903.80 | \$38,096.20 | | \$1,595,124.85 |
| Fund 152 - HCL Provider Participation Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Other Revenues | 20,800,000.00 | .00 | 20,800,000.00 | .00 | .00 | 20,800,059.00 | (59.00) | 100 | 16,055,885.00 |
| Interest Income | .00 | .00 | .00 | 1,943.58 | .00 | 42,937.86 | (42,937.86) | +++ | 678.86 |
| REVENUE TOTALS | \$20,800,000.00 | \$0.00 | \$20,800,000.00 | \$1,943.58 | \$0.00 | \$20,842,996.86 | (\$42,996.86) | 100% | \$16,056,563.86 |
| Fund 152 - HCL Provider Participation Fund Totals | \$20,800,000.00 | \$0.00 | \$20,800,000.00 | \$1,943.58 | \$0.00 | \$20,842,996.86 | (\$42,996.86) | | \$16,056,563.86 |
| Fund 153 - CDBG Disaster Recovery Prgm Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | 100,000.00 | 100,000.00 | .00 | .00 | .00 | 100,000.00 | 0 | 250,025.28 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | 0% | \$250,025.28 |
| Fund 153 - CDBG Disaster Recovery Prgm Fund Totals | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | | \$250,025.28 |
| Fund 154 - Park Bond 2021 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 874,750.00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 125,834.43 | .00 | 892,562.78 | (892,562.78) | +++ | 299,346.74 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$125,834.43 | \$0.00 | \$892,562.78 | (\$892,562.78) | +++ | \$1,174,096.74 |
| Fund 154 - Park Bond 2021 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$125,834.43 | \$0.00 | \$892,562.78 | (\$892,562.78) | | \$1,174,096.74 |
| Fund 155 - TX Water Development Board Fund | | | | | | | | | |

Hays County Schedule of Revenues

Through 05/31/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|-----------------------|
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 215,000.00 | .00 | 215,000.00 | .00 | .00 | .00 | 215,000.00 | 0 | .00 |
| REVENUE TOTALS | \$215,000.00 | \$0.00 | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | \$215,000.00 | 0% | \$0.00 |
| Fund 155 - TX Water Development Board Fund Totals | \$215,000.00 | \$0.00 | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | \$215,000.00 | | \$0.00 |
| Fund 156 - Park Bond 2022 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | 25,241,203.60 | (25,241,203.60) | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 107,856.99 | .00 | 488,653.11 | (488,653.11) | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$107,856.99 | \$0.00 | \$25,729,856.71 | (\$25,729,856.71) | +++ | \$0.00 |
| Fund 156 - Park Bond 2022 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$107,856.99 | \$0.00 | \$25,729,856.71 | (\$25,729,856.71) | | \$0.00 |
| Fund 160 - FM 110 TIRZ | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 3,300,000.00 | .00 | 3,300,000.00 | .00 | .00 | 2,078,307.70 | 1,221,692.30 | 63 | 3,761,693.99 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 50,993.95 | .00 | 327,239.37 | (327,239.37) | +++ | 49,411.70 |
| REVENUE TOTALS | \$3,300,000.00 | \$0.00 | \$3,300,000.00 | \$50,993.95 | \$0.00 | \$2,405,547.07 | \$894,452.93 | 73% | \$3,811,105.69 |
| Fund 160 - FM 110 TIRZ Totals | \$3,300,000.00 | \$0.00 | \$3,300,000.00 | \$50,993.95 | \$0.00 | \$2,405,547.07 | \$894,452.93 | | \$3,811,105.69 |
| Fund 161 - La Cima PID 2015 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 1,710,000.00 | .00 | 1,710,000.00 | .00 | .00 | 1,234,086.85 | 475,913.15 | 72 | 1,709,909.02 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 22,818.52 | .00 | 109,296.80 | (109,296.80) | +++ | 7,577.81 |
| REVENUE TOTALS | \$1,710,000.00 | \$0.00 | \$1,710,000.00 | \$22,818.52 | \$0.00 | \$1,343,383.65 | \$366,616.35 | 79% | \$1,717,486.83 |
| Fund 161 - La Cima PID 2015 Fund Totals | \$1,710,000.00 | \$0.00 | \$1,710,000.00 | \$22,818.52 | \$0.00 | \$1,343,383.65 | \$366,616.35 | | \$1,717,486.83 |
| Fund 162 - La Cima PID Neigh Impr 2020 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 670,000.00 | .00 | 670,000.00 | .00 | .00 | 390,470.57 | 279,529.43 | 58 | 645,568.09 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 3,768.17 | .00 | 20,177.97 | (20,177.97) | +++ | 2,468.74 |
| REVENUE TOTALS | \$670,000.00 | \$0.00 | \$670,000.00 | \$3,768.17 | \$0.00 | \$410,648.54 | \$259,351.46 | 61% | \$648,036.83 |
| Fund 162 - La Cima PID Neigh Impr 2020 Fund Totals | \$670,000.00 | \$0.00 | \$670,000.00 | \$3,768.17 | \$0.00 | \$410,648.54 | \$259,351.46 | | \$648,036.83 |
| Fund 163 - La CIMA PID Neigh Impr 2022 Fund | | | | | | | | | |

Hays County Schedule of Revenues

Through 05/31/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------------|------------------------|-------------------------|-------------------------------|---------------------|-------------------------|------------------------------|------------------|-------------------------|
| REVENUE | | | | | | | | | |
| Property and Sales Tax | .00 | .00 | .00 | .00 | .00 | 1,954,535.00 | (1,954,535.00) | +++ | .00 |
| Debt Proceeds | .00 | 17,745,826.00 | 17,745,826.00 | .00 | .00 | 20,800,000.00 | (3,054,174.00) | 117 | .00 |
| Interest Income | .00 | .00 | .00 | 12,030.89 | .00 | 65,809.31 | (65,809.31) | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$17,745,826.00 | \$17,745,826.00 | \$12,030.89 | \$0.00 | \$22,820,344.31 | (\$5,074,518.31) | 129% | \$0.00 |
| Fund 163 - La CIMA PID Neigh Impr 2022 Fund Totals | \$0.00 | \$17,745,826.00 | \$17,745,826.00 | \$12,030.89 | \$0.00 | \$22,820,344.31 | (\$5,074,518.31) | | \$0.00 |
| Fund 170 - Infrastructure Imp Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 500,000.00 | .00 | 500,000.00 | 1,550.00 | .00 | 126,000.00 | 374,000.00 | 25 | 483,850.00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 619.00 |
| Interest Income | .00 | .00 | .00 | 4,373.79 | .00 | 28,661.67 | (28,661.67) | +++ | 6,517.14 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$500,000.00 | \$0.00 | \$500,000.00 | \$5,923.79 | \$0.00 | \$154,661.67 | \$345,338.33 | 31% | \$490,986.14 |
| Fund 170 - Infrastructure Imp Fee Fund Totals | \$500,000.00 | \$0.00 | \$500,000.00 | \$5,923.79 | \$0.00 | \$154,661.67 | \$345,338.33 | | \$490,986.14 |
| Fund 190 - Interest and Sinking Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 33,579,817.00 | .00 | 33,579,817.00 | 129,995.61 | .00 | 32,878,386.02 | 701,430.98 | 98 | 35,389,078.03 |
| Other Revenues | 10,000,000.00 | .00 | 10,000,000.00 | .00 | .00 | 4,736,892.00 | 5,263,108.00 | 47 | 10,659,809.01 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | 318.40 | (318.40) | +++ | .00 |
| Interest Income | 80,000.00 | .00 | 80,000.00 | 106,162.97 | .00 | 624,692.68 | (544,692.68) | 781 | 76,459.84 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$43,659,817.00 | \$0.00 | \$43,659,817.00 | \$236,158.58 | \$0.00 | \$38,240,289.10 | \$5,419,527.90 | 88% | \$46,125,346.88 |
| Fund 190 - Interest and Sinking Fund Totals | \$43,659,817.00 | \$0.00 | \$43,659,817.00 | \$236,158.58 | \$0.00 | \$38,240,289.10 | \$5,419,527.90 | | \$46,125,346.88 |
| Grand Totals | \$246,697,660.00 | \$32,939,342.00 | \$279,637,002.00 | \$7,363,769.90 | \$0.00 | \$256,935,030.26 | \$22,701,971.74 | | \$243,686,229.71 |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------------|-----------------------|-------------------------|-------------------------------|-----------------------|------------------------|------------------------------|------------------|-------------------------|
| Fund 001 - General Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 81,859,115.00 | (1,775,846.00) | 80,083,269.00 | 6,312,282.88 | .00 | 48,526,048.03 | 31,557,220.97 | 61 | 67,027,493.34 |
| Operating | 33,586,764.00 | 6,298,119.00 | 39,884,883.00 | 2,975,859.58 | 542,185.80 | 21,923,989.80 | 17,418,707.40 | 56 | 34,272,881.46 |
| Travel | 16,000.00 | 10,404.00 | 26,404.00 | 1,437.98 | .00 | 5,869.60 | 20,534.40 | 22 | 17,246.51 |
| Continuing Education | 335,876.00 | 29,787.00 | 365,663.00 | 25,331.97 | 49,338.99 | 172,821.77 | 143,502.24 | 61 | 242,125.73 |
| Capital Outlay | 13,335,500.00 | (3,052,804.00) | 10,282,696.00 | 267,346.25 | 1,919,236.47 | 4,274,794.28 | 4,088,665.25 | 60 | 1,152,480.57 |
| Capital Assets | 2,066,252.00 | 193,224.00 | 2,259,476.00 | 73,634.39 | 810,694.14 | 527,053.05 | 921,728.81 | 59 | 1,218,315.22 |
| Capital Assets - Operating | 590,243.00 | 229,883.00 | 820,126.00 | 51,487.76 | 304,095.32 | 329,548.50 | 186,482.18 | 77 | 513,219.07 |
| Depreciation and Amortization | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | 461,337.00 | .00 | 461,337.00 | .00 | .00 | 450,736.35 | 10,600.65 | 98 | 436,692.90 |
| Interfund Transfers | 4,217,676.00 | .00 | 4,217,676.00 | .00 | .00 | 4,217,676.00 | .00 | 100 | 5,280,757.00 |
| EXPENSE TOTALS | \$136,468,763.00 | \$1,932,767.00 | \$138,401,530.00 | \$9,707,380.81 | \$3,625,550.72 | \$80,428,537.38 | \$54,347,441.90 | 61% | \$110,161,211.80 |
| Fund 001 - General Fund Totals | \$136,468,763.00 | \$1,932,767.00 | \$138,401,530.00 | \$9,707,380.81 | \$3,625,550.72 | \$80,428,537.38 | \$54,347,441.90 | | \$110,161,211.80 |
| Fund 002 - Election Contract Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | 449,799.00 | .00 | 449,799.00 | 7,135.26 | 10,992.64 | 76,286.66 | 362,519.70 | 19 | 132,358.68 |
| Continuing Education | 2,500.00 | .00 | 2,500.00 | .00 | 250.00 | .00 | 2,250.00 | 10 | 2,025.00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 6,608.97 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 29,168.49 |
| EXPENSE TOTALS | \$452,299.00 | \$0.00 | \$452,299.00 | \$7,135.26 | \$11,242.64 | \$76,286.66 | \$364,769.70 | 19% | \$170,161.14 |
| Fund 002 - Election Contract Fund Totals | \$452,299.00 | \$0.00 | \$452,299.00 | \$7,135.26 | \$11,242.64 | \$76,286.66 | \$364,769.70 | | \$170,161.14 |
| Fund 003 - Medical & Dental Insurance Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 16,500,000.00 | .00 | 16,500,000.00 | 1,106,121.86 | .00 | 9,042,866.17 | 7,457,133.83 | 55 | 12,833,152.60 |
| EXPENSE TOTALS | \$16,500,000.00 | \$0.00 | \$16,500,000.00 | \$1,106,121.86 | \$0.00 | \$9,042,866.17 | \$7,457,133.83 | 55% | \$12,833,152.60 |
| Fund 003 - Medical & Dental Insurance Fund Totals | \$16,500,000.00 | \$0.00 | \$16,500,000.00 | \$1,106,121.86 | \$0.00 | \$9,042,866.17 | \$7,457,133.83 | | \$12,833,152.60 |
| Fund 006 - Public Safety Bond 2017 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 1,292.00 | .00 | 1,292.00 | .00 | 1,291.82 | .00 | .18 | 100 | 2,695.00 |
| Capital Outlay | 4,314,491.00 | (1,923.00) | 4,312,568.00 | 1,568.97 | 158,754.52 | 16,114.64 | 4,137,698.84 | 4 | 2,092,329.35 |
| Capital Assets | .00 | .00 | .00 | .00 | (10.00) | .00 | 10.00 | +++ | 93,609.05 |
| Capital Assets - Operating | .00 | 1,923.00 | 1,923.00 | .00 | .00 | .00 | 1,923.00 | 0 | 20,700.46 |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------------|
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$4,315,783.00 | \$0.00 | \$4,315,783.00 | \$1,568.97 | \$160,036.34 | \$16,114.64 | \$4,139,632.02 | 4% | \$2,209,333.86 |
| Fund 006 - Public Safety Bond 2017 Fund Totals | \$4,315,783.00 | \$0.00 | \$4,315,783.00 | \$1,568.97 | \$160,036.34 | \$16,114.64 | \$4,139,632.02 | | \$2,209,333.86 |
| Fund 007 - Energy Efficiency Proj 2017 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 65,116.62 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 7,470.82 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$72,587.44 |
| Fund 007 - Energy Efficiency Proj 2017 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$72,587.44 |
| Fund 008 - Help America Vote Act Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 136,000.00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 2,747.24 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$138,747.24 |
| Fund 008 - Help America Vote Act Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$138,747.24 |
| Fund 009 - Coronavirus Relief Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 575.43 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$575.43 |
| Fund 009 - Coronavirus Relief Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$575.43 |
| Fund 010 - Emergency Rental Assistance Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|------------------------|------------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|------------------------|
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 107,716.89 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 4,111,741.65 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$4,219,458.54 |
| Fund 010 - Emergency Rental Assistance Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$4,219,458.54 |
| Fund 011 - American Rescue Plan Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 884,819.00 | 236,319.00 | 1,121,138.00 | 73,860.11 | .00 | 434,087.87 | 687,050.13 | 39 | 105,432.61 |
| Operating | 11,593,928.00 | 10,473,381.00 | 22,067,309.00 | 214,482.91 | 6,193.55 | 10,261,712.03 | 11,799,403.42 | 47 | 2,688,749.55 |
| Continuing Education | 5,000.00 | 1,711.00 | 6,711.00 | .00 | .00 | .00 | 6,711.00 | 0 | .00 |
| Capital Outlay | .00 | 1,009,107.00 | 1,009,107.00 | .00 | .00 | 1,009,106.29 | .71 | 100 | 5,600,462.46 |
| Capital Assets | 2,775,371.00 | 315,362.00 | 3,090,733.00 | .00 | 315,321.01 | 2,669,000.00 | 106,411.99 | 97 | 2,990,480.35 |
| Capital Assets - Operating | 117,603.00 | 18,967.00 | 136,570.00 | 1,328.74 | 91,193.65 | 23,349.50 | 22,026.85 | 84 | 4,649.37 |
| EXPENSE TOTALS | \$15,376,721.00 | \$12,054,847.00 | \$27,431,568.00 | \$289,671.76 | \$412,708.21 | \$14,397,255.69 | \$12,621,604.10 | 54% | \$11,389,774.34 |
| Fund 011 - American Rescue Plan Fund Totals | \$15,376,721.00 | \$12,054,847.00 | \$27,431,568.00 | \$289,671.76 | \$412,708.21 | \$14,397,255.69 | \$12,621,604.10 | | \$11,389,774.34 |
| Fund 012 - Local Assistance and TC Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 90,400.00 | 90,400.00 | 835.65 | .00 | 3,869.22 | 86,530.78 | 4 | .00 |
| Travel | .00 | 2,103.00 | 2,103.00 | .00 | .00 | 84.00 | 2,019.00 | 4 | .00 |
| Continuing Education | .00 | 3,897.00 | 3,897.00 | .00 | 2,356.05 | .00 | 1,540.95 | 60 | .00 |
| Capital Assets - Operating | .00 | 3,600.00 | 3,600.00 | 38.53 | .00 | 2,992.01 | 607.99 | 83 | .00 |
| EXPENSE TOTALS | \$0.00 | \$100,000.00 | \$100,000.00 | \$874.18 | \$2,356.05 | \$6,945.23 | \$90,698.72 | 9% | \$0.00 |
| Fund 012 - Local Assistance and TC Fund Totals | \$0.00 | \$100,000.00 | \$100,000.00 | \$874.18 | \$2,356.05 | \$6,945.23 | \$90,698.72 | | \$0.00 |
| Fund 020 - Road and Bridge General Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 7,287,410.00 | .00 | 7,287,410.00 | 417,672.76 | .00 | 3,372,639.00 | 3,914,771.00 | 46 | 4,967,200.45 |
| Operating | 16,279,111.00 | 406,605.00 | 16,685,716.00 | 976,337.04 | 583,159.00 | 3,588,971.70 | 12,513,585.30 | 25 | 6,944,790.23 |
| Travel | 1,000.00 | .00 | 1,000.00 | .00 | .00 | 2.59 | 997.41 | 0 | 495.57 |
| Continuing Education | 19,400.00 | .00 | 19,400.00 | 250.00 | .00 | 1,409.90 | 17,990.10 | 7 | 2,729.54 |
| Capital Outlay | 3,607,415.00 | 34,806.00 | 3,642,221.00 | 212,209.64 | .00 | 1,155,484.21 | 2,486,736.79 | 32 | 2,951,740.21 |
| Capital Assets | 503,672.00 | 57,523.00 | 561,195.00 | .00 | 521,370.00 | 25,051.00 | 14,774.00 | 97 | 362,863.77 |
| Capital Assets - Operating | 75,063.00 | 46,621.00 | 121,684.00 | .00 | 45,867.94 | 59,140.30 | 16,675.76 | 86 | 31,724.98 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| EXPENSE TOTALS | \$27,773,071.00 | \$545,555.00 | \$28,318,626.00 | \$1,606,469.44 | \$1,150,396.94 | \$8,202,698.70 | \$18,965,530.36 | 33% | \$15,261,544.75 |
| Fund 020 - Road and Bridge General Fund Totals | \$27,773,071.00 | \$545,555.00 | \$28,318,626.00 | \$1,606,469.44 | \$1,150,396.94 | \$8,202,698.70 | \$18,965,530.36 | | \$15,261,544.75 |
| Fund 022 - Road Bond 2006 Construction Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | .00 | 611,000.00 | 611,000.00 | 6,578.75 | .00 | 27,682.37 | 583,317.63 | 5 | .00 |
| Capital Outlay | 611,000.00 | (611,000.00) | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$611,000.00 | \$0.00 | \$611,000.00 | \$6,578.75 | \$0.00 | \$27,682.37 | \$583,317.63 | 5% | \$0.00 |
| Fund 022 - Road Bond 2006 Construction Fund Totals | \$611,000.00 | \$0.00 | \$611,000.00 | \$6,578.75 | \$0.00 | \$27,682.37 | \$583,317.63 | | \$0.00 |
| Fund 027 - Co Priority Road Bond 2011 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 4,964,000.00 | .00 | 4,964,000.00 | 45,312.00 | .00 | 83,732.40 | 4,880,267.60 | 2 | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 950.00 |
| EXPENSE TOTALS | \$4,964,000.00 | \$0.00 | \$4,964,000.00 | \$45,312.00 | \$0.00 | \$83,732.40 | \$4,880,267.60 | 2% | \$950.00 |
| Fund 027 - Co Priority Road Bond 2011 Fund Totals | \$4,964,000.00 | \$0.00 | \$4,964,000.00 | \$45,312.00 | \$0.00 | \$83,732.40 | \$4,880,267.60 | | \$950.00 |
| Fund 033 - Pass Thru Road Bond 2016 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 2,300,000.00 | 100,000.00 | 2,400,000.00 | .00 | .00 | 544,709.86 | 1,855,290.14 | 23 | 7,780,460.63 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 950.00 |
| EXPENSE TOTALS | \$2,300,000.00 | \$100,000.00 | \$2,400,000.00 | \$0.00 | \$0.00 | \$544,709.86 | \$1,855,290.14 | 23% | \$7,781,410.63 |
| Fund 033 - Pass Thru Road Bond 2016 Fund Totals | \$2,300,000.00 | \$100,000.00 | \$2,400,000.00 | \$0.00 | \$0.00 | \$544,709.86 | \$1,855,290.14 | | \$7,781,410.63 |
| Fund 035 - Road Bond 2019 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 34,176,000.00 | 763,117.00 | 34,939,117.00 | 796,844.55 | .00 | 8,991,297.66 | 25,947,819.34 | 26 | 17,933,172.13 |
| Capital Outlay | 24,345,000.00 | (424,985.00) | 23,920,015.00 | 127,009.67 | .00 | 4,819,981.43 | 19,100,033.57 | 20 | 5,371,030.22 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$58,521,000.00 | \$338,132.00 | \$58,859,132.00 | \$923,854.22 | \$0.00 | \$13,811,279.09 | \$45,047,852.91 | 23% | \$23,304,202.35 |
| Fund 035 - Road Bond 2019 Fund Totals | \$58,521,000.00 | \$338,132.00 | \$58,859,132.00 | \$923,854.22 | \$0.00 | \$13,811,279.09 | \$45,047,852.91 | | \$23,304,202.35 |
| Fund 050 - Sheriff Abandoned Vehicle Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 30,000.00 | .00 | 30,000.00 | .00 | .00 | .00 | 30,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$30,000.00 | \$0.00 | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | \$30,000.00 | 0% | \$0.00 |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 050 - Sheriff Abandoned Vehicle Fund Totals | \$30,000.00 | \$0.00 | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | \$30,000.00 | | \$0.00 |
| Fund 051 - Sheriff Bail Bond Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | 50,000.00 | .00 | 50,000.00 | .00 | .00 | .00 | 50,000.00 | 0 | .00 |
| Continuing Education | 5,000.00 | .00 | 5,000.00 | .00 | .00 | .00 | 5,000.00 | 0 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$55,000.00 | \$0.00 | \$55,000.00 | \$0.00 | \$0.00 | \$0.00 | \$55,000.00 | 0% | \$0.00 |
| Fund 051 - Sheriff Bail Bond Fund Totals | \$55,000.00 | \$0.00 | \$55,000.00 | \$0.00 | \$0.00 | \$0.00 | \$55,000.00 | | \$0.00 |
| Fund 052 - Sheriff Special Projects Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 3,350.00 | 3,350.00 | .00 | 720.00 | 454.75 | 2,175.25 | 35 | 921.61 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$3,350.00 | \$3,350.00 | \$0.00 | \$720.00 | \$454.75 | \$2,175.25 | 35% | \$921.61 |
| Fund 052 - Sheriff Special Projects Fund Totals | \$0.00 | \$3,350.00 | \$3,350.00 | \$0.00 | \$720.00 | \$454.75 | \$2,175.25 | | \$921.61 |
| Fund 053 - Sheriff Drug Forfeiture Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | 111,000.00 | (45,290.00) | 65,710.00 | 657.07 | .00 | 2,360.74 | 63,349.26 | 4 | 10,301.63 |
| Travel | .00 | 12,543.00 | 12,543.00 | 2,027.70 | .00 | 2,873.62 | 9,669.38 | 23 | .00 |
| Continuing Education | 5,000.00 | (5,000.00) | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | 7,258.00 | 7,258.00 | .00 | 7,256.89 | .00 | 1.11 | 100 | .00 |
| Capital Assets - Operating | .00 | 30,489.00 | 30,489.00 | .00 | .00 | 6,229.30 | 24,259.70 | 20 | 12,950.80 |
| EXPENSE TOTALS | \$116,000.00 | \$0.00 | \$116,000.00 | \$2,684.77 | \$7,256.89 | \$11,463.66 | \$97,279.45 | 16% | \$23,252.43 |
| Fund 053 - Sheriff Drug Forfeiture Fund Totals | \$116,000.00 | \$0.00 | \$116,000.00 | \$2,684.77 | \$7,256.89 | \$11,463.66 | \$97,279.45 | | \$23,252.43 |
| Fund 055 - Sheriff Fed Discretionary Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 169.65 |
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$169.65 |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 055 - Sheriff Fed Discretionary Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$169.65 |
| Fund 064 - Fire Marshal Code Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 99,910.00 | 17,457.00 | 117,367.00 | 8,464.77 | .00 | 54,120.59 | 63,246.41 | 46 | 21,903.29 |
| Operating | 25,000.00 | (19,607.00) | 5,393.00 | .00 | .00 | 4,800.00 | 593.00 | 89 | .00 |
| Continuing Education | .00 | 2,150.00 | 2,150.00 | .00 | .00 | 1,700.00 | 450.00 | 79 | .00 |
| EXPENSE TOTALS | \$124,910.00 | \$0.00 | \$124,910.00 | \$8,464.77 | \$0.00 | \$60,620.59 | \$64,289.41 | 49% | \$21,903.29 |
| Fund 064 - Fire Marshal Code Fee Fund Totals | \$124,910.00 | \$0.00 | \$124,910.00 | \$8,464.77 | \$0.00 | \$60,620.59 | \$64,289.41 | | \$21,903.29 |
| Fund 065 - Veteran's Court Program Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 10,000.00 | .00 | 10,000.00 | .00 | .00 | .00 | 10,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$10,000.00 | \$0.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | 0% | \$0.00 |
| Fund 065 - Veteran's Court Program Fund Totals | \$10,000.00 | \$0.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | | \$0.00 |
| Fund 067 - Constable 2 Drug Forfeiture Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 067 - Constable 2 Drug Forfeiture Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 070 - Juvenile Detention Center Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 4,326,886.00 | (22,444.00) | 4,304,442.00 | 255,188.32 | .00 | 2,085,694.65 | 2,218,747.35 | 48 | 3,302,353.52 |
| Operating | 868,760.00 | 386.00 | 869,146.00 | 83,904.23 | 44,393.45 | 494,608.95 | 330,143.60 | 62 | 843,642.56 |
| Travel | 250.00 | .00 | 250.00 | 58.27 | .00 | 70.70 | 179.30 | 28 | .00 |
| Continuing Education | 6,000.00 | 400.00 | 6,400.00 | 282.47 | .00 | 5,939.08 | 460.92 | 93 | 2,550.82 |
| Capital Outlay | .00 | 17,979.00 | 17,979.00 | .00 | .00 | .00 | 17,979.00 | 0 | 2,500.00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 40,950.00 |
| Capital Assets - Operating | .00 | 3,679.00 | 3,679.00 | .00 | .00 | .00 | 3,679.00 | 0 | 2,491.39 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$5,201,896.00 | \$0.00 | \$5,201,896.00 | \$339,433.29 | \$44,393.45 | \$2,586,313.38 | \$2,571,189.17 | 51% | \$4,194,488.29 |
| Fund 070 - Juvenile Detention Center Fund Totals | \$5,201,896.00 | \$0.00 | \$5,201,896.00 | \$339,433.29 | \$44,393.45 | \$2,586,313.38 | \$2,571,189.17 | | \$4,194,488.29 |
| Fund 080 - DA Hot Check Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | 25,000.00 | .00 | 25,000.00 | 213.64 | .00 | 1,392.93 | 23,607.07 | 6 | 3,015.62 |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|---------------------|----------------------|---------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|---------------------|
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | 10,000.00 | .00 | 10,000.00 | .00 | .00 | 2,079.76 | 7,920.24 | 21 | 924.90 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$35,000.00 | \$0.00 | \$35,000.00 | \$213.64 | \$0.00 | \$3,472.69 | \$31,527.31 | 10% | \$3,940.52 |
| Fund 080 - DA Hot Check Fee Fund Totals | \$35,000.00 | \$0.00 | \$35,000.00 | \$213.64 | \$0.00 | \$3,472.69 | \$31,527.31 | | \$3,940.52 |
| Fund 081 - DA Drug Forfeiture Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 25,758.83 |
| Operating | 127,585.00 | (11,394.00) | 116,191.00 | 7,849.06 | 8,948.63 | 22,408.28 | 84,834.09 | 27 | 3,544.37 |
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | 10,000.00 | .00 | 10,000.00 | 926.20 | .00 | 2,292.16 | 7,707.84 | 23 | .00 |
| Capital Assets | 61,523.00 | .00 | 61,523.00 | .00 | .00 | 61,522.50 | .50 | 100 | .00 |
| Capital Assets - Operating | 16,673.00 | 11,394.00 | 28,067.00 | 11,392.77 | 234.32 | 24,462.05 | 3,370.63 | 88 | .00 |
| EXPENSE TOTALS | \$215,781.00 | \$0.00 | \$215,781.00 | \$20,168.03 | \$9,182.95 | \$110,684.99 | \$95,913.06 | 56% | \$29,303.20 |
| Fund 081 - DA Drug Forfeiture Fund Totals | \$215,781.00 | \$0.00 | \$215,781.00 | \$20,168.03 | \$9,182.95 | \$110,684.99 | \$95,913.06 | | \$29,303.20 |
| Fund 084 - Law Library Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 39,727.00 | 3,400.00 | 43,127.00 | 3,805.21 | .00 | 27,767.99 | 15,359.01 | 64 | 39,794.85 |
| Operating | 102,776.00 | .00 | 102,776.00 | 6,327.22 | 3,708.00 | 53,259.19 | 45,808.81 | 55 | 108,243.80 |
| Continuing Education | 3,410.00 | (3,400.00) | 10.00 | .00 | .00 | .00 | 10.00 | 0 | .00 |
| Capital Assets | 10,000.00 | .00 | 10,000.00 | .00 | .00 | 8,081.78 | 1,918.22 | 81 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$155,913.00 | \$0.00 | \$155,913.00 | \$10,132.43 | \$3,708.00 | \$89,108.96 | \$63,096.04 | 60% | \$148,038.65 |
| Fund 084 - Law Library Fund Totals | \$155,913.00 | \$0.00 | \$155,913.00 | \$10,132.43 | \$3,708.00 | \$89,108.96 | \$63,096.04 | | \$148,038.65 |
| Fund 100 - County and District Court Techn | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 7,500.00 | .00 | 7,500.00 | .00 | .00 | .00 | 7,500.00 | 0 | .00 |
| Continuing Education | 5,000.00 | .00 | 5,000.00 | .00 | .00 | .00 | 5,000.00 | 0 | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$12,500.00 | \$0.00 | \$12,500.00 | \$0.00 | \$0.00 | \$0.00 | \$12,500.00 | 0% | \$0.00 |
| Fund 100 - County and District Court Techn Totals | \$12,500.00 | \$0.00 | \$12,500.00 | \$0.00 | \$0.00 | \$0.00 | \$12,500.00 | | \$0.00 |
| Fund 101 - Records Mgmt and Archive Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|-----------------------|------------------------------|------------------|---------------------|
| Salaries and Benefits | 915,769.00 | 18,602.00 | 934,371.00 | 71,909.35 | .00 | 568,867.68 | 365,503.32 | 61 | 748,604.25 |
| Operating | 875,339.00 | (71,680.00) | 803,659.00 | 988.74 | 7,773.20 | 173,468.82 | 622,416.98 | 23 | 138,425.46 |
| Travel | .00 | 78.00 | 78.00 | .00 | .00 | 78.00 | .00 | 100 | .00 |
| Continuing Education | .00 | 25,000.00 | 25,000.00 | 16,083.00 | .00 | 18,885.54 | 6,114.46 | 76 | 5,034.11 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | 51,500.00 | 25,000.00 | 76,500.00 | .00 | .00 | 30,000.00 | 46,500.00 | 39 | .00 |
| Capital Assets - Operating | 4,354.00 | 3,000.00 | 7,354.00 | .00 | .00 | 4,154.03 | 3,199.97 | 56 | 10,808.85 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | .00 | 250,000.00 | 250,000.00 | .00 | .00 | 250,000.00 | .00 | 100 | .00 |
| EXPENSE TOTALS | \$1,846,962.00 | \$250,000.00 | \$2,096,962.00 | \$88,981.09 | \$7,773.20 | \$1,045,454.07 | \$1,043,734.73 | 50% | \$902,872.67 |
| Fund 101 - Records Mgmt and Archive Fund Totals | \$1,846,962.00 | \$250,000.00 | \$2,096,962.00 | \$88,981.09 | \$7,773.20 | \$1,045,454.07 | \$1,043,734.73 | | \$902,872.67 |
| Fund 102 - Guardianship Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 35,000.00 | .00 | 35,000.00 | 1,810.00 | .00 | 24,838.20 | 10,161.80 | 71 | 1,200.83 |
| EXPENSE TOTALS | \$35,000.00 | \$0.00 | \$35,000.00 | \$1,810.00 | \$0.00 | \$24,838.20 | \$10,161.80 | 71% | \$1,200.83 |
| Fund 102 - Guardianship Fee Fund Totals | \$35,000.00 | \$0.00 | \$35,000.00 | \$1,810.00 | \$0.00 | \$24,838.20 | \$10,161.80 | | \$1,200.83 |
| Fund 105 - Court Records Preservation | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 85,000.00 | .00 | 85,000.00 | .00 | .00 | .00 | 85,000.00 | 0 | 126,060.88 |
| EXPENSE TOTALS | \$85,000.00 | \$0.00 | \$85,000.00 | \$0.00 | \$0.00 | \$0.00 | \$85,000.00 | 0% | \$126,060.88 |
| Fund 105 - Court Records Preservation Totals | \$85,000.00 | \$0.00 | \$85,000.00 | \$0.00 | \$0.00 | \$0.00 | \$85,000.00 | | \$126,060.88 |
| Fund 106 - County Records Preservation Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 31,594.00 | 12,292.00 | 43,886.00 | 3,805.12 | .00 | 26,993.57 | 16,892.43 | 62 | .00 |
| Operating | 270,100.00 | (12,292.00) | 257,808.00 | 877.50 | 3,326.50 | 8,126.44 | 246,355.06 | 4 | 258,624.31 |
| Continuing Education | 16,500.00 | .00 | 16,500.00 | .00 | .00 | .00 | 16,500.00 | 0 | 1,259.83 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 9,090.00 |
| Capital Assets - Operating | 56,054.00 | .00 | 56,054.00 | .00 | .00 | 37,801.33 | 18,252.67 | 67 | 7,588.41 |
| EXPENSE TOTALS | \$374,248.00 | \$0.00 | \$374,248.00 | \$4,682.62 | \$3,326.50 | \$72,921.34 | \$298,000.16 | 20% | \$276,562.55 |
| Fund 106 - County Records Preservation Fund Totals | \$374,248.00 | \$0.00 | \$374,248.00 | \$4,682.62 | \$3,326.50 | \$72,921.34 | \$298,000.16 | | \$276,562.55 |
| Fund 107 - Courthouse Security Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 163,600.00 | 14,001.00 | 177,601.00 | 14,648.29 | .00 | 117,426.60 | 60,174.40 | 66 | 146,252.96 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$163,600.00 | \$14,001.00 | \$177,601.00 | \$14,648.29 | \$0.00 | \$117,426.60 | \$60,174.40 | 66% | \$146,252.96 |
| Fund 107 - Courthouse Security Fund Totals | \$163,600.00 | \$14,001.00 | \$177,601.00 | \$14,648.29 | \$0.00 | \$117,426.60 | \$60,174.40 | | \$146,252.96 |
| Fund 108 - Dist Court Records Technology | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 20,000.00 | (472.00) | 19,528.00 | .00 | .00 | .00 | 19,528.00 | 0 | .00 |
| Capital Assets | 47,098.00 | 472.00 | 47,570.00 | .00 | 29,376.00 | .00 | 18,194.00 | 62 | .00 |
| Capital Assets - Operating | 3,112.00 | .00 | 3,112.00 | .00 | 3,112.00 | .00 | .00 | 100 | .00 |
| EXPENSE TOTALS | \$70,210.00 | \$0.00 | \$70,210.00 | \$0.00 | \$32,488.00 | \$0.00 | \$37,722.00 | 46% | \$0.00 |
| Fund 108 - Dist Court Records Technology Totals | \$70,210.00 | \$0.00 | \$70,210.00 | \$0.00 | \$32,488.00 | \$0.00 | \$37,722.00 | | \$0.00 |
| Fund 109 - Truancy Court Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 109 - Truancy Court Fee Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 110 - Justice Court Bldg Security Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 145,000.00 | (33,443.00) | 111,557.00 | .00 | .00 | .00 | 111,557.00 | 0 | .00 |
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | 17,944.00 | 17,944.00 | .00 | .00 | .00 | 17,944.00 | 0 | .00 |
| Capital Assets | .00 | 11,006.00 | 11,006.00 | .00 | 5,243.62 | .00 | 5,762.38 | 48 | .00 |
| Capital Assets - Operating | .00 | 4,493.00 | 4,493.00 | .00 | 1,595.00 | .00 | 2,898.00 | 35 | .00 |
| EXPENSE TOTALS | \$145,000.00 | \$0.00 | \$145,000.00 | \$0.00 | \$6,838.62 | \$0.00 | \$138,161.38 | 5% | \$0.00 |
| Fund 110 - Justice Court Bldg Security Fund Totals | \$145,000.00 | \$0.00 | \$145,000.00 | \$0.00 | \$6,838.62 | \$0.00 | \$138,161.38 | | \$0.00 |
| Fund 111 - Court Reporters Service Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 91,000.00 | .00 | 91,000.00 | .00 | .00 | 91,000.00 | .00 | 100 | 78,336.64 |
| EXPENSE TOTALS | \$91,000.00 | \$0.00 | \$91,000.00 | \$0.00 | \$0.00 | \$91,000.00 | \$0.00 | 100% | \$78,336.64 |
| Fund 111 - Court Reporters Service Fund Totals | \$91,000.00 | \$0.00 | \$91,000.00 | \$0.00 | \$0.00 | \$91,000.00 | \$0.00 | | \$78,336.64 |
| Fund 112 - Justice Court Technology Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 420,000.00 | (21,401.00) | 398,599.00 | 41.98 | 22.00 | 7,809.62 | 390,767.38 | 2 | 12,786.88 |
| Continuing Education | .00 | 4,250.00 | 4,250.00 | 250.00 | .00 | 2,448.00 | 1,802.00 | 58 | .00 |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|--------------------|
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | 17,151.00 | 17,151.00 | .00 | .00 | 15,183.09 | 1,967.91 | 89 | 26,743.05 |
| EXPENSE TOTALS | \$420,000.00 | \$0.00 | \$420,000.00 | \$291.98 | \$22.00 | \$25,440.71 | \$394,537.29 | 6% | \$39,529.93 |
| Fund 112 - Justice Court Technology Fund Totals | \$420,000.00 | \$0.00 | \$420,000.00 | \$291.98 | \$22.00 | \$25,440.71 | \$394,537.29 | | \$39,529.93 |
| Fund 114 - Civil Courts Building Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Capital Outlay | 1,188,000.00 | .00 | 1,188,000.00 | .00 | .00 | .00 | 1,188,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$1,188,000.00 | \$0.00 | \$1,188,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,188,000.00 | 0% | \$0.00 |
| Fund 114 - Civil Courts Building Fund Totals | \$1,188,000.00 | \$0.00 | \$1,188,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,188,000.00 | | \$0.00 |
| Fund 115 - Dispute Resolution Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 57,900.00 | .00 | 57,900.00 | 3,765.00 | .00 | 34,068.68 | 23,831.32 | 59 | 43,265.88 |
| EXPENSE TOTALS | \$57,900.00 | \$0.00 | \$57,900.00 | \$3,765.00 | \$0.00 | \$34,068.68 | \$23,831.32 | 59% | \$43,265.88 |
| Fund 115 - Dispute Resolution Fund Totals | \$57,900.00 | \$0.00 | \$57,900.00 | \$3,765.00 | \$0.00 | \$34,068.68 | \$23,831.32 | | \$43,265.88 |
| Fund 117 - County Child Abuse Prevention | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 200.00 | .00 | 200.00 | .00 | .00 | 451.55 | (251.55) | 226 | 109.40 |
| EXPENSE TOTALS | \$200.00 | \$0.00 | \$200.00 | \$0.00 | \$0.00 | \$451.55 | (\$251.55) | 226% | \$109.40 |
| Fund 117 - County Child Abuse Prevention Totals | \$200.00 | \$0.00 | \$200.00 | \$0.00 | \$0.00 | \$451.55 | (\$251.55) | | \$109.40 |
| Fund 118 - School Zone Safety Program Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | 2,425.00 | .00 | 2,425.00 | .00 | .00 | 2,364.25 | 60.75 | 97 | .00 |
| EXPENSE TOTALS | \$2,425.00 | \$0.00 | \$2,425.00 | \$0.00 | \$0.00 | \$2,364.25 | \$60.75 | 97% | \$0.00 |
| Fund 118 - School Zone Safety Program Fund Totals | \$2,425.00 | \$0.00 | \$2,425.00 | \$0.00 | \$0.00 | \$2,364.25 | \$60.75 | | \$0.00 |
| Fund 119 - Language Access Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 21,000.00 | .00 | 21,000.00 | .00 | .00 | .00 | 21,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$21,000.00 | \$0.00 | \$21,000.00 | \$0.00 | \$0.00 | \$0.00 | \$21,000.00 | 0% | \$0.00 |
| Fund 119 - Language Access Fee Fund Totals | \$21,000.00 | \$0.00 | \$21,000.00 | \$0.00 | \$0.00 | \$0.00 | \$21,000.00 | | \$0.00 |
| Fund 120 - Family Health Services Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 1,214,450.00 | 95,158.00 | 1,309,608.00 | 84,467.64 | .00 | 638,337.51 | 671,270.49 | 49 | 840,985.85 |
| Operating | 2,815,438.00 | (28,147.00) | 2,787,291.00 | 24,208.71 | 10,308.44 | 183,000.23 | 2,593,982.33 | 7 | 2,270,312.33 |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------------|
| Travel | 5,303.00 | 228.00 | 5,531.00 | 18.22 | .00 | 363.41 | 5,167.59 | 7 | 694.79 |
| Continuing Education | 12,908.00 | 850.00 | 13,758.00 | 139.98 | 799.24 | 4,410.44 | 8,548.32 | 38 | 5,338.20 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | 215,000.00 | .00 | 215,000.00 | 84,247.80 | 15,752.20 | 84,247.80 | 115,000.00 | 47 | .00 |
| Capital Assets - Operating | 10,713.00 | 10,633.00 | 21,346.00 | .00 | 3,356.00 | .00 | 17,990.00 | 16 | 13,428.63 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$4,273,812.00 | \$78,722.00 | \$4,352,534.00 | \$193,082.35 | \$30,215.88 | \$910,359.39 | \$3,411,958.73 | 22% | \$3,130,759.80 |
| Fund 120 - Family Health Services Fund Totals | \$4,273,812.00 | \$78,722.00 | \$4,352,534.00 | \$193,082.35 | \$30,215.88 | \$910,359.39 | \$3,411,958.73 | | \$3,130,759.80 |
| Fund 121 - Tobacco Settlement Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 110,000.00 | .00 | 110,000.00 | 26,200.32 | .00 | 57,217.09 | 52,782.91 | 52 | 67,770.74 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | 22,004.00 | .00 | 22,004.00 | 18,193.40 | 22,004.00 | 18,193.40 | (18,193.40) | 183 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | 200,000.00 | .00 | 200,000.00 | .00 | .00 | 200,000.00 | .00 | 100 | .00 |
| EXPENSE TOTALS | \$332,004.00 | \$0.00 | \$332,004.00 | \$44,393.72 | \$22,004.00 | \$275,410.49 | \$34,589.51 | 90% | \$67,770.74 |
| Fund 121 - Tobacco Settlement Fund Totals | \$332,004.00 | \$0.00 | \$332,004.00 | \$44,393.72 | \$22,004.00 | \$275,410.49 | \$34,589.51 | | \$67,770.74 |
| Fund 122 - Opioid Abatement Settlement Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 122 - Opioid Abatement Settlement Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 141 - Historical Comm Publication Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 141,000.00 | .00 | 141,000.00 | 218.42 | .00 | 218.42 | 140,781.58 | 0 | 3,905.47 |
| Travel | 4,000.00 | .00 | 4,000.00 | .00 | .00 | .00 | 4,000.00 | 0 | .00 |
| Continuing Education | 5,000.00 | .00 | 5,000.00 | .00 | .00 | .00 | 5,000.00 | 0 | 2,899.00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$150,000.00 | \$0.00 | \$150,000.00 | \$218.42 | \$0.00 | \$218.42 | \$149,781.58 | 0% | \$6,804.47 |
| Fund 141 - Historical Comm Publication Fund Totals | \$150,000.00 | \$0.00 | \$150,000.00 | \$218.42 | \$0.00 | \$218.42 | \$149,781.58 | | \$6,804.47 |
| Fund 144 - Historical Jail Restoration Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|------------------------|----------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|------------------------|
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | 667,683.00 | .00 | 667,683.00 | .00 | .00 | .00 | 667,683.00 | 0 | .00 |
| EXPENSE TOTALS | \$667,683.00 | \$0.00 | \$667,683.00 | \$0.00 | \$0.00 | \$0.00 | \$667,683.00 | 0% | \$0.00 |
| Fund 144 - Historical Jail Restoration Fund Totals | \$667,683.00 | \$0.00 | \$667,683.00 | \$0.00 | \$0.00 | \$0.00 | \$667,683.00 | | \$0.00 |
| Fund 146 - ORCA Cedar Oaks Mesa Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 367,500.00 | 367,500.00 | .00 | .00 | .00 | 367,500.00 | 0 | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$367,500.00 | \$367,500.00 | \$0.00 | \$0.00 | \$0.00 | \$367,500.00 | 0% | \$0.00 |
| Fund 146 - ORCA Cedar Oaks Mesa Fund Totals | \$0.00 | \$367,500.00 | \$367,500.00 | \$0.00 | \$0.00 | \$0.00 | \$367,500.00 | | \$0.00 |
| Fund 150 - Park Bond 2011 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 108,000.00 | .00 | 108,000.00 | .00 | .00 | .00 | 108,000.00 | 0 | 3,188.24 |
| Capital Outlay | 792,000.00 | (38,275.00) | 753,725.00 | .00 | .00 | .00 | 753,725.00 | 0 | 4,107.60 |
| Capital Assets | .00 | 38,275.00 | 38,275.00 | .00 | 38,275.00 | .00 | .00 | 100 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 950.00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$900,000.00 | \$0.00 | \$900,000.00 | \$0.00 | \$38,275.00 | \$0.00 | \$861,725.00 | 4% | \$8,245.84 |
| Fund 150 - Park Bond 2011 Fund Totals | \$900,000.00 | \$0.00 | \$900,000.00 | \$0.00 | \$38,275.00 | \$0.00 | \$861,725.00 | | \$8,245.84 |
| Fund 151 - Habitat Conservation Plan Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 1,750,000.00 | .00 | 1,750,000.00 | .00 | .00 | 4,162.50 | 1,745,837.50 | 0 | 24,787.50 |
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$1,750,000.00 | \$0.00 | \$1,750,000.00 | \$0.00 | \$0.00 | \$4,162.50 | \$1,745,837.50 | 0% | \$24,787.50 |
| Fund 151 - Habitat Conservation Plan Fund Totals | \$1,750,000.00 | \$0.00 | \$1,750,000.00 | \$0.00 | \$0.00 | \$4,162.50 | \$1,745,837.50 | | \$24,787.50 |
| Fund 152 - HCL Provider Participation Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 20,800,000.00 | .00 | 20,800,000.00 | .00 | .00 | 12,214,301.14 | 8,585,698.86 | 59 | 22,223,068.69 |
| EXPENSE TOTALS | \$20,800,000.00 | \$0.00 | \$20,800,000.00 | \$0.00 | \$0.00 | \$12,214,301.14 | \$8,585,698.86 | 59% | \$22,223,068.69 |
| Fund 152 - HCL Provider Participation Fund Totals | \$20,800,000.00 | \$0.00 | \$20,800,000.00 | \$0.00 | \$0.00 | \$12,214,301.14 | \$8,585,698.86 | | \$22,223,068.69 |
| Fund 153 - CDBG Disaster Recovery Prgm Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |

Hays County Schedule of Expenses

Through 05/31/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Operating | .00 | 100,000.00 | 100,000.00 | .00 | .00 | .00 | 100,000.00 | 0 | 23,147.36 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 226,877.92 |
| EXPENSE TOTALS | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | 0% | \$250,025.28 |
| Fund 153 - CDBG Disaster Recovery Prgm Fund Totals | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | | \$250,025.28 |
| Fund 154 - Park Bond 2021 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 22,868,000.00 | (4,570,377.00) | 18,297,623.00 | 42,482.25 | .00 | 1,010,079.73 | 17,287,543.27 | 6 | 1,734,116.58 |
| Capital Outlay | .00 | 4,570,377.00 | 4,570,377.00 | .00 | .00 | 2,017,376.68 | 2,553,000.32 | 44 | 17,312,184.07 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$22,868,000.00 | \$0.00 | \$22,868,000.00 | \$42,482.25 | \$0.00 | \$3,027,456.41 | \$19,840,543.59 | 13% | \$19,046,300.65 |
| Fund 154 - Park Bond 2021 Fund Totals | \$22,868,000.00 | \$0.00 | \$22,868,000.00 | \$42,482.25 | \$0.00 | \$3,027,456.41 | \$19,840,543.59 | | \$19,046,300.65 |
| Fund 155 - TX Water Development Board Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 215,000.00 | 215,000.00 | .00 | .00 | .00 | 215,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$0.00 | \$215,000.00 | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | \$215,000.00 | 0% | \$0.00 |
| Fund 155 - TX Water Development Board Fund Totals | \$0.00 | \$215,000.00 | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | \$215,000.00 | | \$0.00 |
| Fund 156 - Park Bond 2022 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | 241,203.60 | (241,203.60) | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$241,203.60 | (\$241,203.60) | +++ | \$0.00 |
| Fund 156 - Park Bond 2022 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$241,203.60 | (\$241,203.60) | | \$0.00 |
| Fund 161 - La Cima PID 2015 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 191.69 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | 1,561,425.00 | .00 | 1,561,425.00 | .00 | .00 | 619,212.50 | 942,212.50 | 40 | 1,531,300.00 |
| EXPENSE TOTALS | \$1,561,425.00 | \$0.00 | \$1,561,425.00 | \$0.00 | \$0.00 | \$619,212.50 | \$942,212.50 | 40% | \$1,531,491.69 |
| Fund 161 - La Cima PID 2015 Fund Totals | \$1,561,425.00 | \$0.00 | \$1,561,425.00 | \$0.00 | \$0.00 | \$619,212.50 | \$942,212.50 | | \$1,531,491.69 |
| Fund 162 - La Cima PID Neigh Impr 2020 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 145,796.00 |
| Debt Service | 500,663.00 | .00 | 500,663.00 | .00 | .00 | 169,331.25 | 331,331.75 | 34 | 509,912.50 |
| EXPENSE TOTALS | \$500,663.00 | \$0.00 | \$500,663.00 | \$0.00 | \$0.00 | \$169,331.25 | \$331,331.75 | 34% | \$655,708.50 |

Hays County Schedule of Expenses

Through 05/31/23

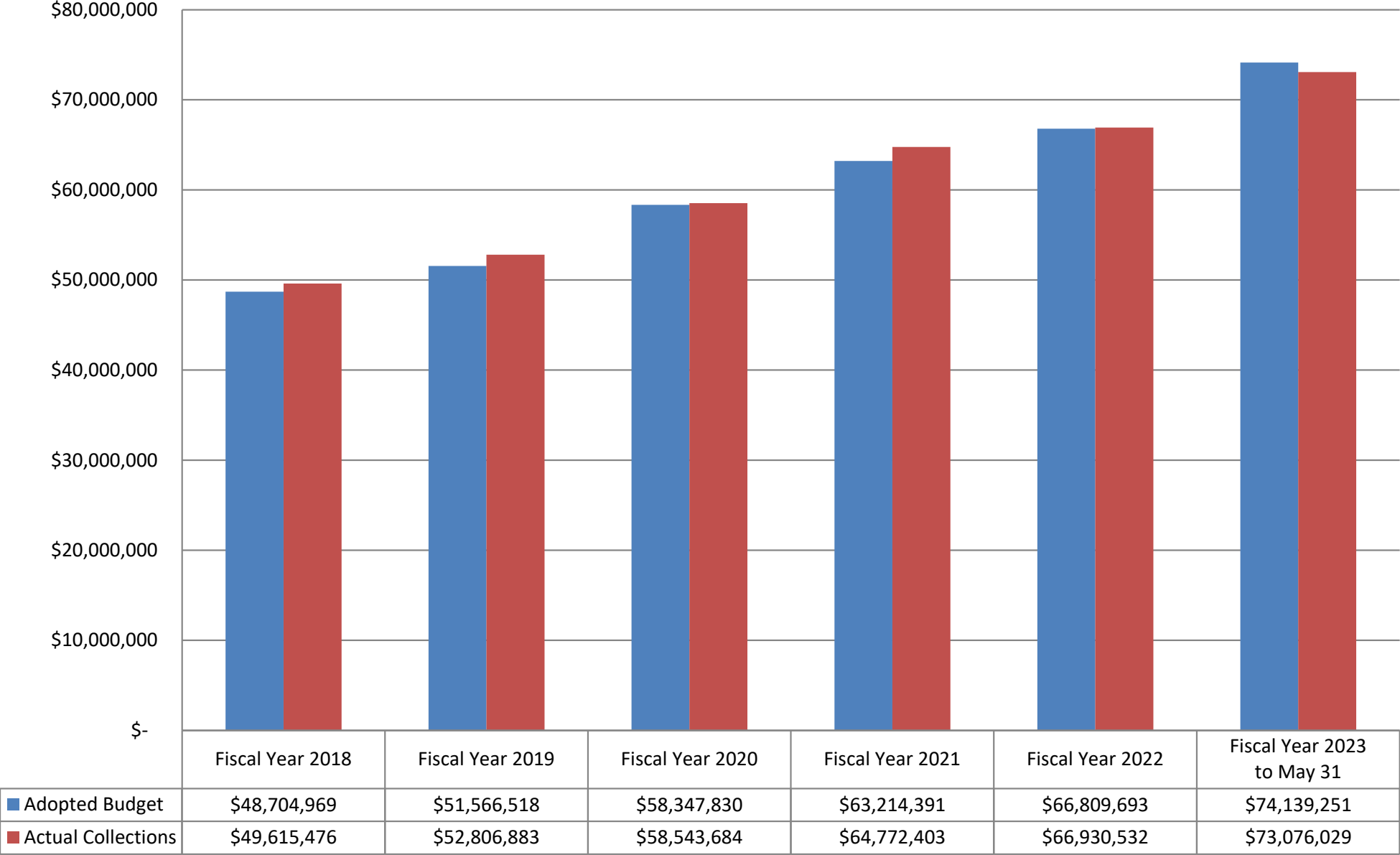
Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 162 - La Cima PID Neigh Impr 2020 Fund Totals | \$500,663.00 | \$0.00 | \$500,663.00 | \$0.00 | \$0.00 | \$169,331.25 | \$331,331.75 | | \$655,708.50 |
| Fund 163 - La CIMA PID Neigh Impr 2022 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 17,745,826.00 | 17,745,826.00 | 255,382.33 | .00 | 18,001,208.11 | (255,382.11) | 101 | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | 1,523,968.99 | (1,523,968.99) | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$17,745,826.00 | \$17,745,826.00 | \$255,382.33 | \$0.00 | \$19,525,177.10 | (\$1,779,351.10) | 110% | \$0.00 |
| Fund 163 - La CIMA PID Neigh Impr 2022 Fund Totals | \$0.00 | \$17,745,826.00 | \$17,745,826.00 | \$255,382.33 | \$0.00 | \$19,525,177.10 | (\$1,779,351.10) | | \$0.00 |
| Fund 170 - Infrastructure Imp Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 200,000.00 | .00 | 200,000.00 | 40,570.00 | .00 | 63,865.08 | 136,134.92 | 32 | 76,076.78 |
| Capital Outlay | 1,111,753.95 | (133,404.00) | 978,349.95 | .00 | 35,055.75 | 9,154.43 | 934,139.77 | 5 | 91,236.79 |
| Capital Assets | .00 | 133,404.00 | 133,404.00 | .00 | 98,785.25 | .00 | 34,618.75 | 74 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$1,311,753.95 | \$0.00 | \$1,311,753.95 | \$40,570.00 | \$133,841.00 | \$73,019.51 | \$1,104,893.44 | 16% | \$167,313.57 |
| Fund 170 - Infrastructure Imp Fee Fund Totals | \$1,311,753.95 | \$0.00 | \$1,311,753.95 | \$40,570.00 | \$133,841.00 | \$73,019.51 | \$1,104,893.44 | | \$167,313.57 |
| Fund 190 - Interest and Sinking Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | 42,113,496.00 | .00 | 42,113,496.00 | .00 | .00 | 31,214,497.37 | 10,898,998.63 | 74 | 40,275,928.29 |
| EXPENSE TOTALS | \$42,113,496.00 | \$0.00 | \$42,113,496.00 | \$0.00 | \$0.00 | \$31,214,497.37 | \$10,898,998.63 | 74% | \$40,275,928.29 |
| Fund 190 - Interest and Sinking Fund Totals | \$42,113,496.00 | \$0.00 | \$42,113,496.00 | \$0.00 | \$0.00 | \$31,214,497.37 | \$10,898,998.63 | | \$40,275,928.29 |
| Grand Totals | \$374,969,018.95 | \$33,845,700.00 | \$408,814,718.95 | \$14,766,372.23 | \$5,702,336.39 | \$199,188,542.29 | \$203,923,840.27 | | \$280,967,524.52 |

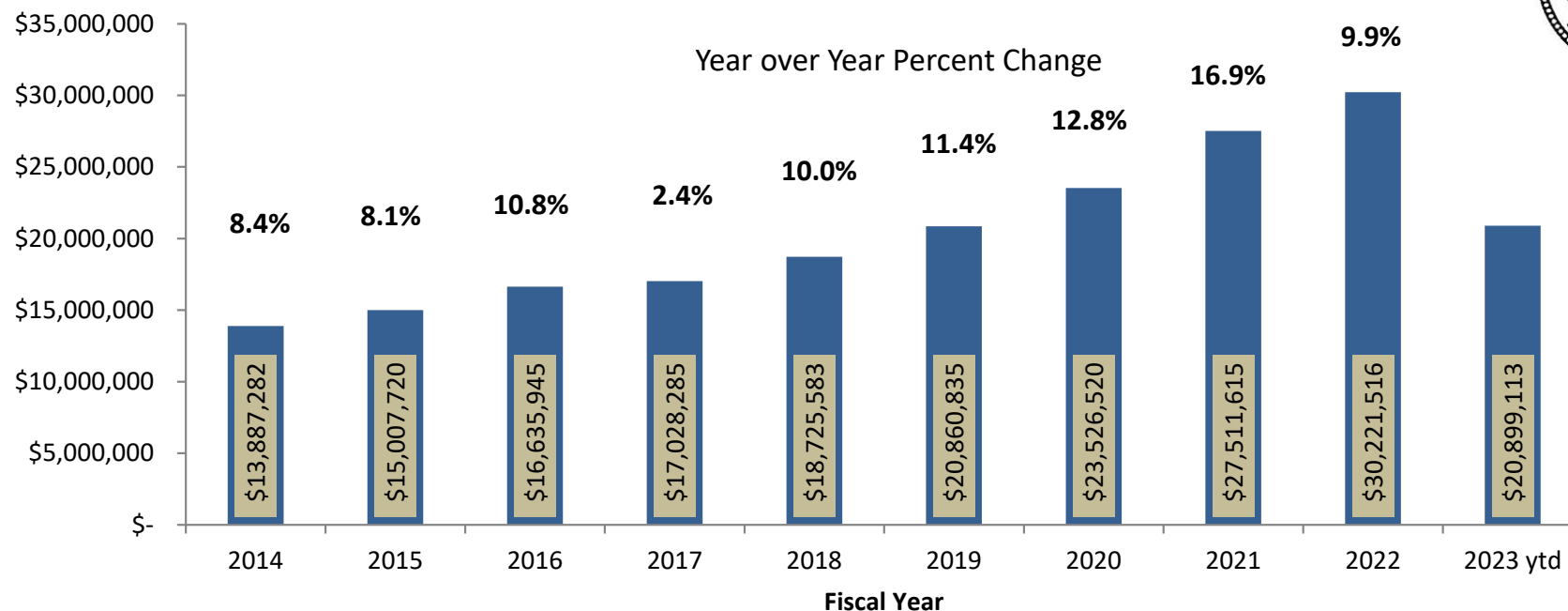
Hays County

General Current Maintenance and Operation Property Taxes by Fiscal Year





Net Sales and Use Tax Collections



| | NET FY 2017 | NET FY2018 | NET FY2019 | NET FY2020 | NET FY2021 | NET FY2022 | NET FY2023 | (Un)favorable Difference from PY | % Increase / Decrease from PY |
|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------------------------|-------------------------------|
| OCTOBER | \$ 1,417,330 | \$ 1,537,238 | \$ 1,600,688 | \$ 1,905,154 | \$ 2,032,031 | \$ 2,394,294 | \$ 2,567,573 | \$ 173,279 | 8.5% |
| NOVEMBER | \$ 1,308,063 | \$ 1,280,194 | \$ 1,753,681 | \$ 1,890,059 | \$ 2,465,228 | \$ 2,575,166 | \$ 2,637,372 | \$ 62,206 | 2.5% |
| DECEMBER | \$ 1,402,739 | \$ 1,363,964 | \$ 2,100,874 | \$ 2,523,399 | \$ 2,679,813 | \$ 2,891,949 | \$ 3,020,716 | \$ 128,767 | 4.8% |
| JANUARY | \$ 1,797,229 | \$ 2,359,501 | \$ 1,493,125 | \$ 1,869,115 | \$ 1,842,981 | \$ 2,224,276 | \$ 2,362,998 | \$ 138,722 | 7.5% |
| FEBRUARY | \$ 1,213,919 | \$ 1,360,883 | \$ 1,488,519 | \$ 1,591,721 | \$ 1,559,482 | \$ 1,934,704 | \$ 2,295,395 | \$ 360,691 | 23.1% |
| MARCH | \$ 1,200,779 | \$ 1,258,936 | \$ 1,716,718 | \$ 1,827,779 | \$ 2,554,974 | \$ 2,707,480 | \$ 2,758,447 | \$ 50,967 | 2.0% |
| APRIL | \$ 1,539,708 | \$ 1,774,935 | \$ 1,752,479 | \$ 1,755,786 | \$ 2,283,256 | \$ 2,481,553 | \$ 2,490,209 | \$ 8,656 | 0.4% |
| MAY | \$ 1,309,394 | \$ 1,485,656 | \$ 1,682,123 | \$ 1,933,268 | \$ 2,281,382 | \$ 2,495,602 | \$ 2,766,403 | \$ 270,801 | 11.9% |
| JUNE | \$ 1,409,348 | \$ 1,450,335 | \$ 1,818,586 | \$ 2,228,388 | \$ 2,693,915 | \$ 2,726,072 | | | |
| JULY | \$ 1,556,914 | \$ 1,663,239 | \$ 1,699,301 | \$ 1,957,979 | \$ 2,368,263 | \$ 2,478,432 | | | |
| AUGUST | \$ 1,466,745 | \$ 1,597,853 | \$ 1,807,477 | \$ 1,935,899 | \$ 2,360,005 | \$ 2,729,473 | | | |
| SEPTEMBER | \$ 1,406,118 | \$ 1,592,848 | \$ 1,947,263 | \$ 2,107,974 | \$ 2,390,285 | \$ 2,582,515 | | | |
| FY TOTAL | \$ 17,028,285 | \$ 18,725,583 | \$ 20,860,835 | \$ 23,526,520 | \$ 27,511,615 | \$ 30,221,516 | \$ 20,899,113 | \$ 1,194,088 | |
| % Increase from PY | 2.4% | 10.0% | 11.4% | 12.8% | 16.9% | 9.9% | | | |

| |
|---|
| <p>Hays County</p> <p>STATEMENT OF INDEBTEDNESS</p> <p>FYE September 2023</p> |
|---|

| Debt Issue | Purpose | Issue Date | Maturity Date | Original Amount | Average Interest Rate | Principal Outstanding 10/1/2022 | Feb-23 Principal Payments | Principal Outstanding 5/31/2023 | FY23 Principal Payment | FY23 Interest Payment | FY23 Total Payments |
|---|---|------------|---------------|-----------------|-----------------------|---------------------------------|---------------------------|---------------------------------|------------------------|-----------------------|---------------------|
| Limited Tax Refunding Bonds Series 2013 | Refunded portions of Series 2003,2004,2005,2006,2009PT | 5/21/2013 | 2/15/2032 | 26,225,000 | 3.10% | 2,340,000 | 1,260,000 | 1,080,000 | 1,260,000 | 68,400 | 1,328,400 |
| Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2013 | Road Improvements Texas Highway System Voter Approved - 11/4/2008 | 11/15/2013 | 2/15/2038 | 25,920,000 | 4.07% | 1,840,000 | 900,000 | 940,000 | 900,000 | 55,600 | 955,600 |
| Limited Tax Refunding Bonds Series 2014 | Refunded Portions of Series 2005 & 2009 | 9/15/2014 | 2/15/2030 | 9,105,000 | 2.63% | 7,865,000 | 55,000 | 7,810,000 | 55,000 | 279,725 | 334,725 |
| Limited Tax Refunding Bonds Series 2015 | Refunded Portions of Series 2008,2009,2009,2010 | 3/15/2015 | 2/15/2029 | 42,595,000 | 2.86% | 36,540,000 | 6,890,000 | 29,650,000 | 6,890,000 | 1,299,994 | 8,189,994 |
| Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2015 | Road Improvements Texas Highway System Voter Approved - 11/4/2008 | 4/1/2015 | 2/15/2035 | 27,410,000 | 3.26% | 11,870,000 | 1,075,000 | 10,795,000 | 1,075,000 | 426,725 | 1,501,725 |
| Special Assessment Revenue Bonds Series 2015 | La Cima Public Improvement District Major Public Improvement Project | 8/5/2015 | 9/15/2045 | 19,200,000 | 6.94% | 17,890,000 | - | 17,890,000 | 320,000 | 1,238,425 | 1,558,425 |
| Limited Tax Refunding Bonds Series 2016 | Refunded Portions of Series 2007,2008,2009(3),2010 | 2/23/2016 | 2/15/2035 | 63,030,000 | 3.87% | 44,645,000 | 1,270,000 | 43,375,000 | 1,270,000 | 1,654,700 | 2,924,700 |
| Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2016 | Road Improvements Texas Highway System Voter Approved - 11/4/2008 | 9/15/2016 | 2/15/2036 | 35,065,000 | 3.40% | 28,090,000 | 1,495,000 | 26,595,000 | 1,495,000 | 997,638 | 2,492,638 |
| Limited Tax Refunding Bonds Series 2017 | Refunded Portions of Series Park 2011, Roads 2011, and PTF 2011 | 8/16/2017 | 2/15/2036 | 64,465,000 | 4.75% | 57,425,000 | 3,970,000 | 53,455,000 | 3,970,000 | 2,674,563 | 6,644,563 |
| Limited Tax Bonds Series 2017 | Public Safety Buildings Voter Approved - 11/8/2016 | 8/16/2017 | 2/15/2042 | 96,190,000 | 4.20% | 94,340,000 | 1,690,000 | 92,650,000 | 1,690,000 | 3,967,000 | 5,657,000 |
| Unlimited Tax Road Bonds Series 2017 | Public Safety Buildings Voter Approved - 11/8/2016 | 8/16/2017 | 2/15/2042 | 21,545,000 | 4.87% | 19,920,000 | 600,000 | 19,320,000 | 600,000 | 958,594 | 1,558,594 |
| Unlimited Tax Road Bonds Series 2019 | Road Improvements Voter Approved - 11/8/2016 | 8/14/2019 | 9/30/2044 | 97,035,000 | 3.81% | 96,430,000 | 320,000 | 96,110,000 | 320,000 | 3,825,150 | 4,145,150 |
| Special Assessment Revenue Bonds Series 2020 | La Cima Public Improvement District Neighborhood Improvements 1-2 | 11/12/2020 | 2/15/2050 | 9,345,000 | 3.89% | 8,840,000 | - | 8,840,000 | 165,000 | 332,663 | 497,663 |
| Limited Tax Refunding Bonds Series 2021 | Refunded Portions of Series - PTF 2015 LTR 2014, PTF 2013, LTR 2013, LTR 2012 | 9/21/2020 | 2/15/2038 | 52,090,000 | 1.87% | 51,330,000 | 1,845,000 | 49,485,000 | 1,845,000 | 841,736 | 2,686,736 |
| Limited Tax Bonds Series 2021 | Park Improvements Voter Approved - 11/3/2020 | 9/21/2020 | 2/15/2046 | 43,825,000 | 3.36% | 43,425,000 | 285,000 | 43,140,000 | 285,000 | 1,587,975 | 1,872,975 |
| Limited Tax Bonds Series 2022 | Park Improvements Voter Approved - 11/3/2020 | 12/7/2022 | 2/15/2042 | 24,060,000 | 4.51% | 24,060,000 ¹ | - | 24,060,000 | - | 767,590 | 767,590 |
| Special Assessment Revenue Bonds Series 2022 | La Cima Public Improvement District Neighborhood Improvement Area #3 | 12/22/2022 | 9/15/2052 | 20,800,000 | 5.61% | 20,800,000 ¹ | - | 20,800,000 | 880,000 | 834,654 | 1,714,654 |
| TOTALS | | | | | | 567,650,000 | 21,655,000 | 545,995,000 | 23,020,000 | 21,811,131 | 44,831,131 |

¹ Subsequent event, Issued after 10/1/2022 in December 2002

Debt serviced from property taxes for FY 2023 is as follows

| | |
|--|--------------------|
| *Total debt payments | 44,831,131 |
| 1. Debt serviced from Pass Thru Road revenue | (10,000,000) |
| 2. Debt paid from La Cima PID | <u>(3,770,742)</u> |
| Debt Payments Less I&S special revenue sources | 31,060,389 |
| 3. Debt paid from O65/DP Freeze Ceiling property taxes | <u>(1,500,000)</u> |
| Total debt funded from property taxes | 29,560,389 |



OFFICE OF THE COUNTY AUDITOR

Marisol Villarreal-Alonzo, CPA, MPA

County Auditor

712 S. Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

marisol.alonzo@co.hays.tx.us

512-393-2283

Honorable District Judges of Hays County and
Honorable Members of the Hays County Commissioners Court,

The unaudited and unadjusted fiscal year to date Financial Report of Hays County, Texas is submitted herewith for the month and fiscal year to date ending **June 30, 2023** and is hereby submitted as required by Local Government Code 114.023 and 114.025. The statements are prepared and reported on a modified accrual basis of accounting.

Included in the report are:

- General Fund Balance Sheet
- Road and Bridge Balance Sheet
- Governmental Funds Balance Sheet
- Monthly Statement of Fund Balances, including aggregate revenue and expenses
- Schedule of Revenues, including budget detail
- Schedule of Expenditures, including budget detail, encumbrances, and amounts available for further expenditures.
- Current Maintenance and Operations Property Tax Collections Schedule
- Net Sales Tax Collections Schedule
- Debt Service Schedule

The Schedule of Revenues shows adjusted budget, year-to-date collections, and the remainder of the funds to be collected. The Schedule of Expenditures for all departments shows the adjusted budget, the year-to-date activity, current encumbrance, and the remainder in the budget. Included in the Financial Statements are separate balance sheets for the General Fund and Road & Bridge Fund, followed by a Consolidated Fund Balance Sheet. The Schedules section includes the current maintenance and operations general fund property tax collections, sales tax collection by month received, and debt service payments.

This report is designed to provide a general overview of Hays County's finances for all those with an interest in the County's finances at a specific point during the fiscal year and was prepared prior to receiving all Treasurer reconciliations of the County bank statements and court costs. The reader should note that the report does not include those disclosures associated with, and usually made a part of, audited financial statements. Due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports and cannot provide an opinion on the attached financial statements. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Hays County Auditor, 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666. After submission, this report can be seen on the County's webpage at www.hayscountytexas.com.

Respectfully Submitted,

Marisol Villarreal-Alonzo, CPA, MPA

HAYS COUNTY, TEXAS
Unaudited General Fund Balance Sheet
For the Month Ended
June 30, 2023

Assets

| | | |
|---------------------------|----|--------------------|
| Cash and cash equivalents | \$ | 103,212,177 |
| Receivables | | 2,146,552 |
| Prepaid expenses | | 62,898 |
| Due from other funds | | 3,774,692 |
| Inventory, at cost | | 5,080 |
| Total Assets: | \$ | <u>109,201,399</u> |

Liabilities, Deferred Inflows of Resources, and Fund Balances

Liabilities:

| | | |
|-----------------------|----|-------------------|
| Accounts payable | \$ | 11,970,434 |
| Due to other agencies | | 1,831,659 |
| Due to other funds | | 8,535,690 |
| Deferred revenues | | 552,376 |
| Total Liabilities: | \$ | <u>22,890,159</u> |

Fund Balances:

Restricted for:

| | | |
|----------------------|----|-------------------|
| Committed | \$ | 2,421,733 |
| Unassigned | | 83,889,507 |
| Total Fund Balances: | \$ | <u>86,311,240</u> |

| | | |
|--|----|--------------------|
| Total Liabilities, Deferred Inflows of Resources, and Fund Balances: | \$ | <u>109,201,399</u> |
|--|----|--------------------|

HAYS COUNTY, TEXAS
Unaudited Road and Bridge Fund Balance Sheet
For the Month Ended
June 30, 2023

Assets

| | | |
|---------------------------|----|-------------------|
| Cash and cash equivalents | \$ | 13,507,431 |
| Receivables | | 697,541 |
| Due from other funds | | 906,376 |
| Inventory, at cost | | 509,137 |
| Total Assets: | \$ | <u>15,620,485</u> |

Liabilities, Deferred Inflows of Resources, and Fund Balances

Liabilities:

| | | |
|-----------------------|----|------------------|
| Accounts payable | \$ | 737,448 |
| Due to other agencies | | 69,783 |
| Due to other funds | | 1,302,451 |
| Deferred revenues | | 99,562 |
| Total Liabilities: | | <u>2,209,244</u> |

Fund Balances:

Restricted for:

| | |
|----------------------------|-------------------|
| Restricted-road and bridge | <u>13,411,241</u> |
|----------------------------|-------------------|

| | |
|----------------------|-------------------|
| Total Fund Balances: | <u>13,411,241</u> |
|----------------------|-------------------|

| | | |
|--|----|-------------------|
| Total Liabilities, Deferred Inflows of Resources, and Fund Balances: | \$ | <u>15,620,485</u> |
|--|----|-------------------|

HAYS COUNTY, TEXAS
Unaudited Governmental Funds Balance Sheet
For the Month Ended
June 30, 2023

Assets

| | |
|---------------------------|-----------------------|
| Cash and cash equivalents | \$ 314,171,982 |
| Receivables | 9,934,253 |
| Prepaid expenses | 63,970 |
| Due from other funds | 9,341,112 |
| Inventory, at cost | 514,217 |
| Total Assets: | <u>\$ 334,025,534</u> |

Liabilities, Deferred Inflows of Resources, and Fund Balances

Liabilities:

| | |
|-----------------------|----------------------|
| Accounts payable | \$ 17,873,062 |
| Due to other agencies | 2,590,152 |
| Due to other funds | 13,517,478 |
| Deferred revenues | 22,410,166 |
| Total Liabilities: | <u>\$ 56,390,858</u> |

Fund Balances:

Restricted for:

| | |
|-----------------------------|--------------------|
| Committed | \$ 2,421,733 |
| Restricted-debt service | 28,523,913 |
| Restricted-road and bridge | 13,411,241 |
| Restricted-special revenue | 12,995,581 |
| Restricted-capital projects | 136,392,701 |
| Unassigned | 83,889,507 |
| Total Fund Balances: | <u>277,634,676</u> |

Total Liabilities, Deferred Inflows of Resources, and Fund Balances:

\$ 334,025,534

HAYS COUNTY
Unaudited Statement of Fund Balances
Fiscal Year to Date 6/30/2023

| | Beginning Balance | M-T-D Revenues | M-T-D Expenses | Ending Balance | Y-T-D Revenues | Y-T-D Expenses |
|---|-------------------------|------------------------|-------------------------|-------------------------|--------------------------|-------------------------|
| GENERAL FUND | | | | | | |
| 001 - General Fund | \$ 89,305,123.63 | \$ 4,349,360.71 | \$ 9,764,977.88 | \$ 83,889,506.46 | \$ 105,047,374.83 | \$ 90,193,515.26 |
| 002 - Election Contract Fund | 420,135.47 | 16,056.82 | 201.85 | 435,990.44 | 28,538.54 | 76,488.51 |
| 070 - Juvenile Detention Center Fund | 1,452,856.69 | 144,599.50 | 331,017.26 | 1,266,438.93 | 3,123,888.84 | 2,917,330.64 |
| 144 - Historical Jail Restoration Fund | 716,629.47 | 2,674.20 | - | 719,303.67 | 21,598.09 | - |
| GENERAL FUND BALANCE | <u>\$ 91,894,745.26</u> | <u>\$ 4,512,691.23</u> | <u>\$ 10,096,196.99</u> | <u>\$ 86,311,239.50</u> | <u>\$ 108,221,400.30</u> | <u>\$ 93,187,334.41</u> |
| SPECIAL REVENUE FUNDS | | | | | | |
| 011 - American Rescue Plan Fund | \$ 817,969.91 | \$ 919,940.30 | \$ 852,743.63 | \$ 885,166.58 | \$ 16,016,282.77 | \$ 15,249,999.32 |
| 012 - Local Assistance and TC Fund | 835.35 | 181.15 | - | 1,016.50 | 7,961.73 | 6,945.23 |
| 020 - Road and Bridge General Fund | 14,883,911.96 | 280,634.20 | 1,753,305.12 | 13,411,241.04 | 13,132,494.58 | 9,956,003.82 |
| 050 - Sheriff Abandoned Vehicle Fund | 34,114.90 | 127.20 | - | 34,242.10 | 1,013.97 | - |
| 051 - Sheriff Bail Bond Fund | 70,198.14 | 794.60 | - | 70,992.74 | 3,359.50 | - |
| 052 - Sheriff Special Projects Fund | 2,823.77 | 10.50 | - | 2,834.27 | 2,884.81 | 454.75 |
| 053 - Sheriff Drug Forfeiture Fund | 193,886.22 | 643.98 | 9,667.53 | 184,862.67 | 32,088.28 | 21,131.19 |
| 055 - Sheriff Fed Discretionary Fund | 158,878.41 | 6,365.19 | - | 165,243.60 | 40,820.18 | - |
| 064 - Fire Mayshal Code Fee Fund | 132,263.38 | 13,114.10 | 7,782.40 | 137,595.08 | 96,442.42 | 68,402.99 |
| 065 - Veteran's Court Program Fund | 12,068.45 | 177.00 | - | 12,245.45 | 1,085.71 | - |
| 067 - Constable 2 Drug Forfeiture Fund | 335.60 | - | - | 335.60 | - | - |
| 080 - DA Hot Check Fee Fund | 40,132.04 | - | - | 40,132.04 | 2,118.69 | 3,472.69 |
| 081 - DA Drug Forfeiture Fund | 171,092.54 | 8,368.78 | 6,146.79 | 173,314.53 | 47,437.55 | 116,831.78 |
| 084 - Law Library Fund | 64,776.28 | 349.40 | 9,715.20 | 55,410.48 | 62,539.23 | 98,824.16 |
| 100 - County and District Court Tech Fund | 31,546.49 | 117.60 | - | 31,664.09 | 3,640.19 | - |
| 101 - Records Mgmt and Archive Fund | 2,502,825.49 | 9,732.60 | 66,910.91 | 2,445,647.18 | 559,571.97 | 1,112,364.98 |
| 102 - Guardianship Fee Fund | 33,946.60 | 126.60 | - | 34,073.20 | 11,431.38 | 24,838.20 |
| 105 - Court Records Preservation Fund | 172,603.93 | 644.10 | - | 173,248.03 | 54,958.07 | - |
| 106 - County Records Preservation Fund | 351,311.49 | 1,344.30 | 4,305.12 | 348,350.67 | 274,480.68 | 77,226.46 |
| 107 - Courthouse Security Fund | 177,599.35 | 732.90 | 14,648.28 | 163,683.97 | 83,356.98 | 132,074.88 |
| 108 - Dist Court Records Fund | 76,210.37 | 216.60 | - | 76,426.97 | 2,461.48 | - |
| 109 - Truancy Court Fee Fund | 1,969.76 | 7.20 | - | 1,976.96 | 328.31 | - |
| 110 - Justice Court Bldg Fund | 164,789.71 | 615.00 | - | 165,404.71 | 5,247.59 | - |
| 111 - Court Reporters Service Fund | 17,985.84 | 68.70 | - | 18,054.54 | 44,522.31 | 91,000.00 |
| 112 - Justice Court Technology Fund | 442,183.56 | 1,650.00 | 591.73 | 443,241.83 | 24,691.05 | 26,032.44 |
| 115 - Dispute Resolution Fund | 43,976.37 | 164.10 | 4,237.22 | 39,903.25 | 35,609.86 | 38,305.90 |
| 116 - Juvenile Delinquency | 223.09 | 0.90 | - | 223.99 | 6.99 | - |
| 117 - County Child Abuse Prevention | 7.68 | - | - | 7.68 | 213.62 | 451.55 |
| 118 - School Zone Safety Program Fund | - | - | - | - | - | 2,364.25 |
| 119 - Language Access Fee Fund | 25,058.95 | 93.60 | - | 25,152.55 | 10,855.46 | - |
| 120 - Family Health Services Fund | 2,615,017.94 | 106.62 | 95,085.28 | 2,520,039.28 | 3,370,422.27 | 1,005,444.67 |

HAYS COUNTY
Unaudited Statement of Fund Balances
Fiscal Year to Date 6/30/2023

| | Beginning Balance | M-T-D Revenues | M-T-D Expenses | Ending Balance | Y-T-D Revenues | Y-T-D Expenses |
|--|--------------------------|------------------------|-------------------------|--------------------------|--------------------------|--------------------------|
| 121 - Tobacco Settlement Fund | 87,740.02 | 752.45 | 12,500.00 | 75,992.47 | 142,256.21 | 287,910.49 |
| 122 - Opioid Abatement Settlement Fund | 166,217.93 | - | - | 166,217.93 | 166,217.93 | - |
| 141 - Historical Comm Publication Fund | 156,476.21 | 648.52 | - | 157,124.73 | 5,030.58 | 218.42 |
| 152 - HCL Provider Participation Fund | 9,175,274.94 | 1,908.08 | 4,831,428.20 | 4,345,754.82 | 20,844,904.94 | 17,045,729.34 |
| SPECIAL REVENUE FUND BALANCE | \$ 32,826,252.67 | \$ 1,249,636.27 | \$ 7,669,067.41 | \$ 26,406,821.53 | \$ 55,086,737.29 | \$ 45,366,027.51 |
| CAPITAL PROJECT FUNDS | | | | | | |
| 006 - Public Safety Bond 2017 Fund | \$ 3,640,040.26 | \$ 32,680.17 | \$ - | \$ 3,672,720.43 | \$ 268,223.17 | \$ 16,114.64 |
| 022 - Road Bond 2006 Construction Fund | 603,406.44 | 2,498.16 | 5,556.05 | 600,348.55 | 19,744.76 | 33,238.42 |
| 027 - Co Priority Road Bond 2011 Fund | 5,173,670.43 | 14,830.38 | 4,758,679.24 | 429,821.57 | 167,888.64 | 4,842,411.64 |
| 033 - Pass Thru Road Bond 2016 Fund | 1,426.09 | 441.25 | 1,346.09 | 521.25 | 10,096.97 | 546,055.95 |
| 035 - Road Bond 2019 Fund | 47,242,584.55 | 528,424.29 | 2,159,211.00 | 45,611,797.84 | 2,815,734.34 | 15,970,490.09 |
| 114 - Civil Courts Building Fund | 1,205,247.88 | 4,497.90 | - | 1,209,745.78 | 69,589.75 | - |
| 146 - ORCA Cedar Oaks Mesa Fund | - | - | - | - | - | - |
| 150 - Park Bond 2011 Fund | 522,215.06 | 1,622.96 | - | 523,838.02 | 14,729.82 | - |
| 151 - Habitat Conservation Plan Fund | 3,066,345.21 | 11,443.20 | - | 3,077,788.41 | 223,347.00 | 4,162.50 |
| 153 - CDBG Disaster Recovery Prgm Fund | - | - | - | - | - | - |
| 154 - Park Bond 2021 Fund | 29,947,946.11 | 123,398.51 | 52,053.00 | 30,019,291.62 | 1,015,961.29 | 3,079,509.41 |
| 155 - TX Water Development Board Fund | - | - | - | - | - | - |
| 156 - Park Bond 2022 Fund | 25,488,653.11 | 105,885.15 | - | 25,594,538.26 | 25,835,741.86 | 241,203.60 |
| 160 - FM 110 TIRZ Fund | 16,447,730.13 | 50,061.68 | - | 16,497,791.81 | 2,455,608.75 | - |
| 161 - La CIMA PID 2015 Fund | 3,550,860.32 | 25,023.69 | - | 3,575,884.01 | 1,368,407.34 | 619,212.50 |
| 162 - La CIMA PID Neigh Impr 2020 Fund | 1,126,310.51 | 4,132.29 | - | 1,130,442.80 | 414,780.83 | 169,331.25 |
| 163 - La CIMA PID Neigh Impr 2022 Fund | 3,295,167.21 | 12,273.52 | - | 3,307,440.73 | 22,832,617.83 | 19,525,177.10 |
| 170 - Infrastructure Imp Fee Fund | 1,093,042.58 | 47,686.90 | - | 1,140,729.48 | 202,348.57 | 73,019.51 |
| CAPITAL PROJECT FUNDS BALANCE | \$ 142,404,645.89 | \$ 964,900.05 | \$ 6,976,845.38 | \$ 136,392,700.56 | \$ 57,714,820.92 | \$ 45,119,926.61 |
| DEBT SERVICE FUND | | | | | | |
| 190 - Interest and Sinking Fund | \$ 28,220,106.92 | \$ 303,806.52 | \$ - | \$ 28,523,913.44 | \$ 38,544,095.62 | \$ 31,214,497.37 |
| TOTAL GOVERNMENTAL FUNDS | \$ 295,345,750.74 | \$ 7,031,034.07 | \$ 24,742,109.78 | \$ 277,634,675.03 | \$ 259,567,054.13 | \$ 214,887,785.90 |
| 003 - Medical & Dental Insurance Fund | \$ 15,116,063.50 | \$ 47,732.25 | \$ 1,753,287.55 | \$ 13,410,508.20 | \$ 4,446,742.46 | \$ 10,796,153.72 |

Hays County Schedule of Revenues

Through 06/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------------|-----------------------|-------------------------|-------------------------------|---------------------|-------------------------|------------------------------|------------------|-------------------------|
| Fund 001 - General Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 105,994,251.00 | .00 | 105,994,251.00 | 2,932,480.08 | .00 | 92,957,003.40 | 13,037,247.60 | 88 | 99,884,680.05 |
| Intergovernmental Revenues and Grants | 5,613,204.00 | 1,084,652.00 | 6,697,856.00 | 590,877.93 | .00 | 4,103,770.35 | 2,594,085.65 | 61 | 4,756,332.34 |
| Charges for Services | 6,320,340.00 | .00 | 6,320,340.00 | 331,218.31 | .00 | 3,753,286.05 | 2,567,053.95 | 59 | 6,484,420.02 |
| Fines and Forfeitures | 1,409,100.00 | .00 | 1,409,100.00 | 105.00 | .00 | 650,969.71 | 758,130.29 | 46 | 1,444,502.54 |
| Other Revenues | 1,072,600.00 | 270,758.00 | 1,343,358.00 | 153,041.77 | .00 | 608,377.98 | 734,980.02 | 45 | 1,149,316.15 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | 602,000.00 | .00 | 602,000.00 | 341,637.62 | .00 | 2,773,967.34 | (2,171,967.34) | 461 | 467,616.30 |
| Fund Transfers | 200,000.00 | .00 | 200,000.00 | .00 | .00 | 200,000.00 | .00 | 100 | 3,322.67 |
| REVENUE TOTALS | \$121,211,495.00 | \$1,355,410.00 | \$122,566,905.00 | \$4,349,360.71 | \$0.00 | \$105,047,374.83 | \$17,519,530.17 | 86% | \$114,190,190.07 |
| Fund 001 - General Fund Totals | \$121,211,495.00 | \$1,355,410.00 | \$122,566,905.00 | \$4,349,360.71 | \$0.00 | \$105,047,374.83 | \$17,519,530.17 | | \$114,190,190.07 |
| Fund 002 - Election Contract Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Charges for Services | 150,000.00 | .00 | 150,000.00 | 14,489.02 | .00 | 16,258.34 | 133,741.66 | 11 | 119,153.39 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 1,567.80 | .00 | 12,280.20 | (12,280.20) | +++ | 3,862.85 |
| REVENUE TOTALS | \$150,000.00 | \$0.00 | \$150,000.00 | \$16,056.82 | \$0.00 | \$28,538.54 | \$121,461.46 | 19% | \$123,016.24 |
| Fund 002 - Election Contract Fund Totals | \$150,000.00 | \$0.00 | \$150,000.00 | \$16,056.82 | \$0.00 | \$28,538.54 | \$121,461.46 | | \$123,016.24 |
| Fund 003 - Medical & Dental Insurance Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 15,372,000.00 | .00 | 15,372,000.00 | 4,586.00 | .00 | 4,044,768.60 | 11,327,231.40 | 26 | 14,336,467.52 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | 1,097.48 | (1,097.48) | +++ | 1,379.36 |
| Interest Income | 100,000.00 | .00 | 100,000.00 | 43,146.25 | .00 | 400,876.38 | (300,876.38) | 401 | 72,185.49 |
| REVENUE TOTALS | \$15,472,000.00 | \$0.00 | \$15,472,000.00 | \$47,732.25 | \$0.00 | \$4,446,742.46 | \$11,025,257.54 | 29% | \$14,410,032.37 |
| Fund 003 - Medical & Dental Insurance Fund Totals | \$15,472,000.00 | \$0.00 | \$15,472,000.00 | \$47,732.25 | \$0.00 | \$4,446,742.46 | \$11,025,257.54 | | \$14,410,032.37 |
| Fund 006 - Public Safety Bond 2017 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 32,680.17 | .00 | 268,223.17 | (268,223.17) | +++ | 68,575.10 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$32,680.17 | \$0.00 | \$268,223.17 | (\$268,223.17) | +++ | \$68,575.10 |
| Fund 006 - Public Safety Bond 2017 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$32,680.17 | \$0.00 | \$268,223.17 | (\$268,223.17) | | \$68,575.10 |

Hays County Schedule of Revenues

Through 06/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 007 - Energy Efficiency Proj 2017 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 507.18 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$507.18 |
| Fund 007 - Energy Efficiency Proj 2017 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$507.18 |
| Fund 008 - Help America Vote Act Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 120,000.00 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$120,000.00 |
| Fund 008 - Help America Vote Act Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$120,000.00 |
| Fund 010 - Emergency Rental Assistance Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 4,197,400.55 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 22,057.99 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$4,219,458.54 |
| Fund 010 - Emergency Rental Assistance Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$4,219,458.54 |
| Fund 011 - American Rescue Plan Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 12,707,721.00 | 12,054,847.00 | 24,762,568.00 | 839,514.63 | .00 | 15,249,999.32 | 9,512,568.68 | 62 | 11,389,774.34 |
| Interest Income | .00 | .00 | .00 | 80,425.67 | .00 | 766,283.45 | (766,283.45) | +++ | 118,457.10 |
| REVENUE TOTALS | \$12,707,721.00 | \$12,054,847.00 | \$24,762,568.00 | \$919,940.30 | \$0.00 | \$16,016,282.77 | \$8,746,285.23 | 65% | \$11,508,231.44 |
| Fund 011 - American Rescue Plan Fund Totals | \$12,707,721.00 | \$12,054,847.00 | \$24,762,568.00 | \$919,940.30 | \$0.00 | \$16,016,282.77 | \$8,746,285.23 | | \$11,508,231.44 |
| Fund 012 - Local Assistance and TC Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | 100,000.00 | 100,000.00 | .00 | .00 | 6,945.23 | 93,054.77 | 7 | .00 |
| Interest Income | .00 | .00 | .00 | 181.15 | .00 | 1,016.50 | (1,016.50) | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$100,000.00 | \$100,000.00 | \$181.15 | \$0.00 | \$7,961.73 | \$92,038.27 | 8% | \$0.00 |
| Fund 012 - Local Assistance and TC Fund Totals | \$0.00 | \$100,000.00 | \$100,000.00 | \$181.15 | \$0.00 | \$7,961.73 | \$92,038.27 | | \$0.00 |
| Fund 020 - Road and Bridge General Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 10,235,473.00 | .00 | 10,235,473.00 | 39,366.25 | .00 | 9,509,967.08 | 725,505.92 | 93 | 10,223,189.67 |

Hays County Schedule of Revenues

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|------------------------|----------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|------------------------|
| Intergovernmental Revenues and Grants | 1,013,896.00 | 506,000.00 | 1,519,896.00 | .00 | .00 | 906,448.34 | 613,447.66 | 60 | 104,755.00 |
| Charges for Services | 1,855,000.00 | .00 | 1,855,000.00 | 184,927.70 | .00 | 1,938,400.40 | (83,400.40) | 104 | 2,194,222.75 |
| Fines and Forfeitures | 235,000.00 | .00 | 235,000.00 | .00 | .00 | 185,421.17 | 49,578.83 | 79 | 348,671.59 |
| Other Revenues | 250,000.00 | 39,555.00 | 289,555.00 | 2,522.43 | .00 | 61,396.77 | 228,158.23 | 21 | 300,701.19 |
| Interest Income | 150,000.00 | .00 | 150,000.00 | 53,817.82 | .00 | 530,860.82 | (380,860.82) | 354 | 163,897.02 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$13,739,369.00 | \$545,555.00 | \$14,284,924.00 | \$280,634.20 | \$0.00 | \$13,132,494.58 | \$1,152,429.42 | 92% | \$13,335,437.22 |
| Fund 020 - Road and Bridge General Fund Totals | \$13,739,369.00 | \$545,555.00 | \$14,284,924.00 | \$280,634.20 | \$0.00 | \$13,132,494.58 | \$1,152,429.42 | | \$13,335,437.22 |
| Fund 022 - Road Bond 2006 Construction Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 2,498.16 | .00 | 19,744.76 | (19,744.76) | +++ | 4,289.37 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$2,498.16 | \$0.00 | \$19,744.76 | (\$19,744.76) | +++ | \$4,289.37 |
| Fund 022 - Road Bond 2006 Construction Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$2,498.16 | \$0.00 | \$19,744.76 | (\$19,744.76) | | \$4,289.37 |
| Fund 027 - Co Priority Road Bond 2011 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 14,830.38 | .00 | 167,888.64 | (167,888.64) | +++ | 40,786.47 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$14,830.38 | \$0.00 | \$167,888.64 | (\$167,888.64) | +++ | \$40,786.47 |
| Fund 027 - Co Priority Road Bond 2011 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$14,830.38 | \$0.00 | \$167,888.64 | (\$167,888.64) | | \$40,786.47 |
| Fund 033 - Pass Thru Road Bond 2016 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 441.25 | .00 | 10,096.97 | (10,096.97) | +++ | 10,282.43 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$441.25 | \$0.00 | \$10,096.97 | (\$10,096.97) | +++ | \$10,282.43 |
| Fund 033 - Pass Thru Road Bond 2016 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$441.25 | \$0.00 | \$10,096.97 | (\$10,096.97) | | \$10,282.43 |
| Fund 035 - Road Bond 2019 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 1,230,000.00 | 309,120.00 | 1,539,120.00 | 331,968.48 | .00 | 946,625.17 | 592,494.83 | 62 | 1,033,763.31 |
| Other Revenues | .00 | 29,012.00 | 29,012.00 | .00 | .00 | .00 | 29,012.00 | 0 | 1,584,618.58 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |

Hays County Schedule of Revenues

Through 06/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|-----------------------|------------------------------|------------------|-----------------------|
| Interest Income | .00 | .00 | .00 | 196,455.81 | .00 | 1,869,109.17 | (1,869,109.17) | +++ | 519,347.07 |
| REVENUE TOTALS | \$1,230,000.00 | \$338,132.00 | \$1,568,132.00 | \$528,424.29 | \$0.00 | \$2,815,734.34 | (\$1,247,602.34) | 180% | \$3,137,728.96 |
| Fund 035 - Road Bond 2019 Fund Totals | \$1,230,000.00 | \$338,132.00 | \$1,568,132.00 | \$528,424.29 | \$0.00 | \$2,815,734.34 | (\$1,247,602.34) | | \$3,137,728.96 |
| Fund 050 - Sheriff Abandoned Vehicle Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 127.20 | .00 | 1,013.97 | (1,013.97) | +++ | 231.04 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$127.20 | \$0.00 | \$1,013.97 | (\$1,013.97) | +++ | \$231.04 |
| Fund 050 - Sheriff Abandoned Vehicle Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$127.20 | \$0.00 | \$1,013.97 | (\$1,013.97) | | \$231.04 |
| Fund 051 - Sheriff Bail Bond Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 2,300.00 | .00 | 2,300.00 | 500.00 | .00 | 1,050.00 | 1,250.00 | 46 | 3,050.00 |
| Interest Income | .00 | .00 | .00 | 294.60 | .00 | 2,309.50 | (2,309.50) | +++ | 503.78 |
| REVENUE TOTALS | \$2,300.00 | \$0.00 | \$2,300.00 | \$794.60 | \$0.00 | \$3,359.50 | (\$1,059.50) | 146% | \$3,553.78 |
| Fund 051 - Sheriff Bail Bond Fund Totals | \$2,300.00 | \$0.00 | \$2,300.00 | \$794.60 | \$0.00 | \$3,359.50 | (\$1,059.50) | | \$3,553.78 |
| Fund 052 - Sheriff Special Projects Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Other Revenues | .00 | 3,350.00 | 3,350.00 | .00 | .00 | 2,850.00 | 500.00 | 85 | 1,250.00 |
| Interest Income | .00 | .00 | .00 | 10.50 | .00 | 34.81 | (34.81) | +++ | 6.12 |
| REVENUE TOTALS | \$0.00 | \$3,350.00 | \$3,350.00 | \$10.50 | \$0.00 | \$2,884.81 | \$465.19 | 86% | \$1,256.12 |
| Fund 052 - Sheriff Special Projects Fund Totals | \$0.00 | \$3,350.00 | \$3,350.00 | \$10.50 | \$0.00 | \$2,884.81 | \$465.19 | | \$1,256.12 |
| Fund 053 - Sheriff Drug Forfeiture Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | 26,670.55 | (26,670.55) | +++ | 40,040.35 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | 500.00 | (500.00) | +++ | 1,805.00 |
| Interest Income | .00 | .00 | .00 | 643.98 | .00 | 4,917.73 | (4,917.73) | +++ | 1,053.41 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$643.98 | \$0.00 | \$32,088.28 | (\$32,088.28) | +++ | \$42,898.76 |
| Fund 053 - Sheriff Drug Forfeiture Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$643.98 | \$0.00 | \$32,088.28 | (\$32,088.28) | | \$42,898.76 |
| Fund 055 - Sheriff Fed Discretionary Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Fines and Forfeitures | .00 | .00 | .00 | 6,365.19 | .00 | 40,820.18 | (40,820.18) | +++ | 68,075.34 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 2,664.75 |

Hays County Schedule of Revenues

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|-----------------------|------------------------------|------------------|-----------------------|
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$6,365.19 | \$0.00 | \$40,820.18 | (\$40,820.18) | +++ | \$70,740.09 |
| Fund 055 - Sheriff Fed Discretionary Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$6,365.19 | \$0.00 | \$40,820.18 | (\$40,820.18) | | \$70,740.09 |
| Fund 064 - Fire Marshal Code Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 52,000.00 | .00 | 52,000.00 | 12,707.00 | .00 | 93,152.70 | (41,152.70) | 179 | 66,105.20 |
| Interest Income | .00 | .00 | .00 | 407.10 | .00 | 3,289.72 | (3,289.72) | +++ | 393.46 |
| REVENUE TOTALS | \$52,000.00 | \$0.00 | \$52,000.00 | \$13,114.10 | \$0.00 | \$96,442.42 | (\$44,442.42) | 185% | \$66,498.66 |
| Fund 064 - Fire Marshal Code Fee Fund Totals | \$52,000.00 | \$0.00 | \$52,000.00 | \$13,114.10 | \$0.00 | \$96,442.42 | (\$44,442.42) | | \$66,498.66 |
| Fund 065 - Veteran's Court Program Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Other Revenues | .00 | .00 | .00 | 132.00 | .00 | 736.20 | (736.20) | +++ | 1,349.00 |
| Interest Income | .00 | .00 | .00 | 45.00 | .00 | 349.51 | (349.51) | +++ | 72.94 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$177.00 | \$0.00 | \$1,085.71 | (\$1,085.71) | +++ | \$1,421.94 |
| Fund 065 - Veteran's Court Program Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$177.00 | \$0.00 | \$1,085.71 | (\$1,085.71) | | \$1,421.94 |
| Fund 067 - Constable 2 Drug Forfeiture Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 067 - Constable 2 Drug Forfeiture Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 070 - Juvenile Detention Center Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 100,000.00 | .00 | 100,000.00 | 4,305.97 | .00 | 53,331.09 | 46,668.91 | 53 | 76,101.18 |
| Charges for Services | 2,533,100.00 | .00 | 2,533,100.00 | 126,350.00 | .00 | 1,421,471.25 | 1,111,628.75 | 56 | 1,963,313.75 |
| Other Revenues | 165,000.00 | .00 | 165,000.00 | 13,756.00 | .00 | 104,269.20 | 60,730.80 | 63 | 178,795.76 |
| Interest Income | .00 | .00 | .00 | 187.53 | .00 | 46,021.30 | (46,021.30) | +++ | 791.57 |
| Fund Transfers | 1,498,796.00 | .00 | 1,498,796.00 | .00 | .00 | 1,498,796.00 | .00 | 100 | 2,723,046.00 |
| REVENUE TOTALS | \$4,296,896.00 | \$0.00 | \$4,296,896.00 | \$144,599.50 | \$0.00 | \$3,123,888.84 | \$1,173,007.16 | 73% | \$4,942,048.26 |
| Fund 070 - Juvenile Detention Center Fund Totals | \$4,296,896.00 | \$0.00 | \$4,296,896.00 | \$144,599.50 | \$0.00 | \$3,123,888.84 | \$1,173,007.16 | | \$4,942,048.26 |
| Fund 080 - DA Hot Check Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | 1,064.59 | (1,064.59) | +++ | 1,949.10 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | 1,054.10 | (1,054.10) | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,118.69 | (\$2,118.69) | +++ | \$1,949.10 |

Hays County Schedule of Revenues

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 080 - DA Hot Check Fee Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,118.69 | (\$2,118.69) | | \$1,949.10 |
| Fund 081 - DA Drug Forfeiture Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Fines and Forfeitures | .00 | .00 | .00 | 8,083.00 | .00 | 45,050.24 | (45,050.24) | +++ | 109,202.92 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | 204.70 | (204.70) | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 285.78 | .00 | 2,182.61 | (2,182.61) | +++ | 467.24 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$8,368.78 | \$0.00 | \$47,437.55 | (\$47,437.55) | +++ | \$109,670.16 |
| Fund 081 - DA Drug Forfeiture Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$8,368.78 | \$0.00 | \$47,437.55 | (\$47,437.55) | | \$109,670.16 |
| Fund 084 - Law Library Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 110,000.00 | .00 | 110,000.00 | .00 | .00 | 59,309.60 | 50,690.40 | 54 | 113,332.81 |
| Other Revenues | .00 | .00 | .00 | 85.40 | .00 | 653.30 | (653.30) | +++ | 426.65 |
| Interest Income | .00 | .00 | .00 | 264.00 | .00 | 2,576.33 | (2,576.33) | +++ | 718.76 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$110,000.00 | \$0.00 | \$110,000.00 | \$349.40 | \$0.00 | \$62,539.23 | \$47,460.77 | 57% | \$114,478.22 |
| Fund 084 - Law Library Fund Totals | \$110,000.00 | \$0.00 | \$110,000.00 | \$349.40 | \$0.00 | \$62,539.23 | \$47,460.77 | | \$114,478.22 |
| Fund 100 - County and District Court Techn | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 4,300.00 | .00 | 4,300.00 | .00 | .00 | 2,732.41 | 1,567.59 | 64 | 5,880.63 |
| Interest Income | .00 | .00 | .00 | 117.60 | .00 | 907.78 | (907.78) | +++ | 184.95 |
| REVENUE TOTALS | \$4,300.00 | \$0.00 | \$4,300.00 | \$117.60 | \$0.00 | \$3,640.19 | \$659.81 | 85% | \$6,065.58 |
| Fund 100 - County and District Court Techn Totals | \$4,300.00 | \$0.00 | \$4,300.00 | \$117.60 | \$0.00 | \$3,640.19 | \$659.81 | | \$6,065.58 |
| Fund 101 - Records Mgmt and Archive Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 1,400,000.00 | .00 | 1,400,000.00 | .00 | .00 | 472,159.21 | 927,840.79 | 34 | 1,330,757.10 |
| Interest Income | .00 | .00 | .00 | 9,732.60 | .00 | 87,412.76 | (87,412.76) | +++ | 20,644.88 |
| REVENUE TOTALS | \$1,400,000.00 | \$0.00 | \$1,400,000.00 | \$9,732.60 | \$0.00 | \$559,571.97 | \$840,428.03 | 40% | \$1,351,401.98 |
| Fund 101 - Records Mgmt and Archive Fund Totals | \$1,400,000.00 | \$0.00 | \$1,400,000.00 | \$9,732.60 | \$0.00 | \$559,571.97 | \$840,428.03 | | \$1,351,401.98 |
| Fund 102 - Guardianship Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 12,000.00 | .00 | 12,000.00 | .00 | .00 | 10,070.00 | 1,930.00 | 84 | 19,264.16 |
| Interest Income | .00 | .00 | .00 | 126.60 | .00 | 1,361.38 | (1,361.38) | +++ | 304.57 |
| REVENUE TOTALS | \$12,000.00 | \$0.00 | \$12,000.00 | \$126.60 | \$0.00 | \$11,431.38 | \$568.62 | 95% | \$19,568.73 |

Hays County Schedule of Revenues

Through 06/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 102 - Guardianship Fee Fund Totals | \$12,000.00 | \$0.00 | \$12,000.00 | \$126.60 | \$0.00 | \$11,431.38 | \$568.62 | | \$19,568.73 |
| Fund 105 - Court Records Preservation | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 55,000.00 | .00 | 55,000.00 | .00 | .00 | 50,377.26 | 4,622.74 | 92 | 79,019.91 |
| Interest Income | .00 | .00 | .00 | 644.10 | .00 | 4,580.81 | (4,580.81) | +++ | 716.52 |
| REVENUE TOTALS | \$55,000.00 | \$0.00 | \$55,000.00 | \$644.10 | \$0.00 | \$54,958.07 | \$41.93 | 100% | \$79,736.43 |
| Fund 105 - Court Records Preservation Totals | \$55,000.00 | \$0.00 | \$55,000.00 | \$644.10 | \$0.00 | \$54,958.07 | \$41.93 | | \$79,736.43 |
| Fund 106 - County Records Preservation Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 57,000.00 | .00 | 57,000.00 | .00 | .00 | 18,001.52 | 38,998.48 | 32 | 49,178.73 |
| Interest Income | .00 | .00 | .00 | 1,344.30 | .00 | 6,479.16 | (6,479.16) | +++ | 2,739.71 |
| Fund Transfers | .00 | 250,000.00 | 250,000.00 | .00 | .00 | 250,000.00 | .00 | 100 | .00 |
| REVENUE TOTALS | \$57,000.00 | \$250,000.00 | \$307,000.00 | \$1,344.30 | \$0.00 | \$274,480.68 | \$32,519.32 | 89% | \$51,918.44 |
| Fund 106 - County Records Preservation Fund Totals | \$57,000.00 | \$250,000.00 | \$307,000.00 | \$1,344.30 | \$0.00 | \$274,480.68 | \$32,519.32 | | \$51,918.44 |
| Fund 107 - Courthouse Security Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 141,400.00 | .00 | 141,400.00 | .00 | .00 | 77,113.38 | 64,286.62 | 55 | 166,051.16 |
| Interest Income | .00 | .00 | .00 | 732.90 | .00 | 6,243.60 | (6,243.60) | +++ | 1,406.65 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$141,400.00 | \$0.00 | \$141,400.00 | \$732.90 | \$0.00 | \$83,356.98 | \$58,043.02 | 59% | \$167,457.81 |
| Fund 107 - Courthouse Security Fund Totals | \$141,400.00 | \$0.00 | \$141,400.00 | \$732.90 | \$0.00 | \$83,356.98 | \$58,043.02 | | \$167,457.81 |
| Fund 108 - Dist Court Records Technology | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 6,000.00 | .00 | 6,000.00 | .00 | .00 | 266.11 | 5,733.89 | 4 | 3,809.68 |
| Interest Income | .00 | .00 | .00 | 216.60 | .00 | 2,195.37 | (2,195.37) | +++ | 513.05 |
| REVENUE TOTALS | \$6,000.00 | \$0.00 | \$6,000.00 | \$216.60 | \$0.00 | \$2,461.48 | \$3,538.52 | 41% | \$4,322.73 |
| Fund 108 - Dist Court Records Technology Totals | \$6,000.00 | \$0.00 | \$6,000.00 | \$216.60 | \$0.00 | \$2,461.48 | \$3,538.52 | | \$4,322.73 |
| Fund 109 - Truancy Court Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | 275.00 | (275.00) | +++ | 200.00 |
| Interest Income | .00 | .00 | .00 | 7.20 | .00 | 53.31 | (53.31) | +++ | 10.69 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$7.20 | \$0.00 | \$328.31 | (\$328.31) | +++ | \$210.69 |
| Fund 109 - Truancy Court Fee Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$7.20 | \$0.00 | \$328.31 | (\$328.31) | | \$210.69 |
| Fund 110 - Justice Court Bldg Security Fund | | | | | | | | | |

Hays County Schedule of Revenues

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|--------------------|----------------------|--------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|--------------------|
| REVENUE | | | | | | | | | |
| Charges for Services | 1,150.00 | .00 | 1,150.00 | .00 | .00 | 355.39 | 794.61 | 31 | 1,044.16 |
| Interest Income | .00 | .00 | .00 | 615.00 | .00 | 4,892.20 | (4,892.20) | +++ | 1,110.90 |
| REVENUE TOTALS | \$1,150.00 | \$0.00 | \$1,150.00 | \$615.00 | \$0.00 | \$5,247.59 | (\$4,097.59) | 456% | \$2,155.06 |
| Fund 110 - Justice Court Bldg Security Fund Totals | \$1,150.00 | \$0.00 | \$1,150.00 | \$615.00 | \$0.00 | \$5,247.59 | (\$4,097.59) | | \$2,155.06 |
| Fund 111 - Court Reporters Service Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 63,000.00 | .00 | 63,000.00 | .00 | .00 | 43,514.82 | 19,485.18 | 69 | 76,228.02 |
| Interest Income | .00 | .00 | .00 | 68.70 | .00 | 1,007.49 | (1,007.49) | +++ | 326.17 |
| REVENUE TOTALS | \$63,000.00 | \$0.00 | \$63,000.00 | \$68.70 | \$0.00 | \$44,522.31 | \$18,477.69 | 71% | \$76,554.19 |
| Fund 111 - Court Reporters Service Fund Totals | \$63,000.00 | \$0.00 | \$63,000.00 | \$68.70 | \$0.00 | \$44,522.31 | \$18,477.69 | | \$76,554.19 |
| Fund 112 - Justice Court Technology Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 25,500.00 | .00 | 25,500.00 | .00 | .00 | 11,507.36 | 13,992.64 | 45 | 27,731.04 |
| Interest Income | .00 | .00 | .00 | 1,650.00 | .00 | 13,183.69 | (13,183.69) | +++ | 3,065.38 |
| REVENUE TOTALS | \$25,500.00 | \$0.00 | \$25,500.00 | \$1,650.00 | \$0.00 | \$24,691.05 | \$808.95 | 97% | \$30,796.42 |
| Fund 112 - Justice Court Technology Fund Totals | \$25,500.00 | \$0.00 | \$25,500.00 | \$1,650.00 | \$0.00 | \$24,691.05 | \$808.95 | | \$30,796.42 |
| Fund 114 - Civil Courts Building Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 60,000.00 | .00 | 60,000.00 | .00 | .00 | 34,134.12 | 25,865.88 | 57 | 74,304.97 |
| Interest Income | .00 | .00 | .00 | 4,497.90 | .00 | 35,455.63 | (35,455.63) | +++ | 7,806.44 |
| REVENUE TOTALS | \$60,000.00 | \$0.00 | \$60,000.00 | \$4,497.90 | \$0.00 | \$69,589.75 | (\$9,589.75) | 116% | \$82,111.41 |
| Fund 114 - Civil Courts Building Fund Totals | \$60,000.00 | \$0.00 | \$60,000.00 | \$4,497.90 | \$0.00 | \$69,589.75 | (\$9,589.75) | | \$82,111.41 |
| Fund 115 - Dispute Resolution Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 57,900.00 | .00 | 57,900.00 | .00 | .00 | 34,288.66 | 23,611.34 | 59 | 62,916.25 |
| Interest Income | .00 | .00 | .00 | 164.10 | .00 | 1,321.19 | (1,321.19) | +++ | 246.19 |
| REVENUE TOTALS | \$57,900.00 | \$0.00 | \$57,900.00 | \$164.10 | \$0.00 | \$35,609.85 | \$22,290.15 | 62% | \$63,162.44 |
| Fund 115 - Dispute Resolution Fund Totals | \$57,900.00 | \$0.00 | \$57,900.00 | \$164.10 | \$0.00 | \$35,609.85 | \$22,290.15 | | \$63,162.44 |
| Fund 116 - Juvenile Delinquency Prevention | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | .90 | .00 | 6.99 | (6.99) | +++ | 1.22 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.90 | \$0.00 | \$6.99 | (\$6.99) | +++ | \$1.22 |

Hays County Schedule of Revenues

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 116 - Juvenile Delinquency Prevention Totals | \$0.00 | \$0.00 | \$0.00 | \$0.90 | \$0.00 | \$6.99 | (\$6.99) | | \$1.22 |
| Fund 117 - County Child Abuse Prevention | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 200.00 | .00 | 200.00 | .00 | .00 | 212.09 | (12.09) | 106 | 348.86 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | 1.53 | (1.53) | +++ | .30 |
| REVENUE TOTALS | \$200.00 | \$0.00 | \$200.00 | \$0.00 | \$0.00 | \$213.62 | (\$13.62) | 107% | \$349.16 |
| Fund 117 - County Child Abuse Prevention Totals | \$200.00 | \$0.00 | \$200.00 | \$0.00 | \$0.00 | \$213.62 | (\$13.62) | | \$349.16 |
| Fund 118 - School Zone Safety Program Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Fines and Forfeitures | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 118 - School Zone Safety Program Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 119 - Language Access Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 13,800.00 | .00 | 13,800.00 | .00 | .00 | 10,260.12 | 3,539.88 | 74 | 14,246.23 |
| Interest Income | .00 | .00 | .00 | 93.60 | .00 | 595.34 | (595.34) | +++ | 50.86 |
| REVENUE TOTALS | \$13,800.00 | \$0.00 | \$13,800.00 | \$93.60 | \$0.00 | \$10,855.46 | \$2,944.54 | 79% | \$14,297.09 |
| Fund 119 - Language Access Fee Fund Totals | \$13,800.00 | \$0.00 | \$13,800.00 | \$93.60 | \$0.00 | \$10,855.46 | \$2,944.54 | | \$14,297.09 |
| Fund 120 - Family Health Services Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 1,502,532.00 | 78,672.00 | 1,581,204.00 | .00 | .00 | 624,191.97 | 957,012.03 | 39 | 647,365.45 |
| Charges for Services | 400.00 | .00 | 400.00 | .00 | .00 | 160.00 | 240.00 | 40 | 820.00 |
| Other Revenues | .00 | 50.00 | 50.00 | .00 | .00 | .00 | 50.00 | 0 | 2,517.50 |
| Interest Income | .00 | .00 | .00 | 106.62 | .00 | 27,190.30 | (27,190.30) | +++ | 8,008.04 |
| Fund Transfers | 2,718,880.00 | .00 | 2,718,880.00 | .00 | .00 | 2,718,880.00 | .00 | 100 | 2,557,711.00 |
| REVENUE TOTALS | \$4,221,812.00 | \$78,722.00 | \$4,300,534.00 | \$106.62 | \$0.00 | \$3,370,422.27 | \$930,111.73 | 78% | \$3,216,421.99 |
| Fund 120 - Family Health Services Fund Totals | \$4,221,812.00 | \$78,722.00 | \$4,300,534.00 | \$106.62 | \$0.00 | \$3,370,422.27 | \$930,111.73 | | \$3,216,421.99 |
| Fund 121 - Tobacco Settlement Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 110,000.00 | .00 | 110,000.00 | .00 | .00 | 136,510.18 | (26,510.18) | 124 | 115,587.87 |
| Interest Income | .00 | .00 | .00 | 752.45 | .00 | 5,746.03 | (5,746.03) | +++ | 1,230.86 |
| REVENUE TOTALS | \$110,000.00 | \$0.00 | \$110,000.00 | \$752.45 | \$0.00 | \$142,256.21 | (\$32,256.21) | 129% | \$116,818.73 |
| Fund 121 - Tobacco Settlement Fund Totals | \$110,000.00 | \$0.00 | \$110,000.00 | \$752.45 | \$0.00 | \$142,256.21 | (\$32,256.21) | | \$116,818.73 |
| Fund 122 - Opioid Abatement Settlement Fund | | | | | | | | | |

Hays County Schedule of Revenues

Through 06/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|---------------------|----------------------|---------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-------------------|
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | 166,217.93 | (166,217.93) | +++ | .00 |
| Interest Income | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$166,217.93 | (\$166,217.93) | +++ | \$0.00 |
| Fund 122 - Opioid Abatement Settlement Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$166,217.93 | (\$166,217.93) | | \$0.00 |
| Fund 141 - Historical Comm Publication Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Other Revenues | .00 | .00 | .00 | 90.00 | .00 | 740.43 | (740.43) | +++ | 571.57 |
| Interest Income | .00 | .00 | .00 | 558.52 | .00 | 4,290.15 | (4,290.15) | +++ | 934.77 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$648.52 | \$0.00 | \$5,030.58 | (\$5,030.58) | +++ | \$1,506.34 |
| Fund 141 - Historical Comm Publication Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$648.52 | \$0.00 | \$5,030.58 | (\$5,030.58) | | \$1,506.34 |
| Fund 144 - Historical Jail Restoration Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 2,674.20 | .00 | 21,598.09 | (21,598.09) | +++ | 5,022.61 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$2,674.20 | \$0.00 | \$21,598.09 | (\$21,598.09) | +++ | \$5,022.61 |
| Fund 144 - Historical Jail Restoration Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$2,674.20 | \$0.00 | \$21,598.09 | (\$21,598.09) | | \$5,022.61 |
| Fund 146 - ORCA Cedar Oaks Mesa Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | 350,000.00 | 350,000.00 | .00 | .00 | .00 | 350,000.00 | 0 | .00 |
| Other Revenues | .00 | 17,500.00 | 17,500.00 | .00 | .00 | .00 | 17,500.00 | 0 | .00 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$367,500.00 | \$367,500.00 | \$0.00 | \$0.00 | \$0.00 | \$367,500.00 | 0% | \$0.00 |
| Fund 146 - ORCA Cedar Oaks Mesa Fund Totals | \$0.00 | \$367,500.00 | \$367,500.00 | \$0.00 | \$0.00 | \$0.00 | \$367,500.00 | | \$0.00 |
| Fund 150 - Park Bond 2011 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 392,000.00 | .00 | 392,000.00 | .00 | .00 | .00 | 392,000.00 | 0 | .00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 1,622.96 | .00 | 14,729.82 | (14,729.82) | +++ | 4,296.04 |
| REVENUE TOTALS | \$392,000.00 | \$0.00 | \$392,000.00 | \$1,622.96 | \$0.00 | \$14,729.82 | \$377,270.18 | 4% | \$4,296.04 |
| Fund 150 - Park Bond 2011 Fund Totals | \$392,000.00 | \$0.00 | \$392,000.00 | \$1,622.96 | \$0.00 | \$14,729.82 | \$377,270.18 | | \$4,296.04 |

Hays County Schedule of Revenues

Through 06/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|------------------------|----------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|------------------------|
| Fund 151 - Habitat Conservation Plan Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Charges for Services | 250,000.00 | .00 | 250,000.00 | .00 | .00 | 133,750.00 | 116,250.00 | 54 | 1,581,760.00 |
| Interest Income | .00 | .00 | .00 | 11,443.20 | .00 | 89,597.00 | (89,597.00) | +++ | 13,364.85 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$250,000.00 | \$0.00 | \$250,000.00 | \$11,443.20 | \$0.00 | \$223,347.00 | \$26,653.00 | 89% | \$1,595,124.85 |
| Fund 151 - Habitat Conservation Plan Fund Totals | \$250,000.00 | \$0.00 | \$250,000.00 | \$11,443.20 | \$0.00 | \$223,347.00 | \$26,653.00 | | \$1,595,124.85 |
| Fund 152 - HCL Provider Participation Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Other Revenues | 20,800,000.00 | .00 | 20,800,000.00 | .00 | .00 | 20,800,059.00 | (59.00) | 100 | 16,055,885.00 |
| Interest Income | .00 | .00 | .00 | 1,908.08 | .00 | 44,845.94 | (44,845.94) | +++ | 678.86 |
| REVENUE TOTALS | \$20,800,000.00 | \$0.00 | \$20,800,000.00 | \$1,908.08 | \$0.00 | \$20,844,904.94 | (\$44,904.94) | 100% | \$16,056,563.86 |
| Fund 152 - HCL Provider Participation Fund Totals | \$20,800,000.00 | \$0.00 | \$20,800,000.00 | \$1,908.08 | \$0.00 | \$20,844,904.94 | (\$44,904.94) | | \$16,056,563.86 |
| Fund 153 - CDBG Disaster Recovery Prgm Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | 100,000.00 | 100,000.00 | .00 | .00 | .00 | 100,000.00 | 0 | 250,025.28 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | 0% | \$250,025.28 |
| Fund 153 - CDBG Disaster Recovery Prgm Fund Totals | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | | \$250,025.28 |
| Fund 154 - Park Bond 2021 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 874,750.00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 123,398.51 | .00 | 1,015,961.29 | (1,015,961.29) | +++ | 299,346.74 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$123,398.51 | \$0.00 | \$1,015,961.29 | (\$1,015,961.29) | +++ | \$1,174,096.74 |
| Fund 154 - Park Bond 2021 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$123,398.51 | \$0.00 | \$1,015,961.29 | (\$1,015,961.29) | | \$1,174,096.74 |
| Fund 155 - TX Water Development Board Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Intergovernmental Revenues and Grants | 215,000.00 | .00 | 215,000.00 | .00 | .00 | .00 | 215,000.00 | 0 | .00 |
| REVENUE TOTALS | \$215,000.00 | \$0.00 | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | \$215,000.00 | 0% | \$0.00 |
| Fund 155 - TX Water Development Board Fund Totals | \$215,000.00 | \$0.00 | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | \$215,000.00 | | \$0.00 |
| Fund 156 - Park Bond 2022 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |

Hays County Schedule of Revenues

Through 06/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-----------------------|------------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|-----------------------|
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | 25,241,203.60 | (25,241,203.60) | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 105,885.15 | .00 | 594,538.26 | (594,538.26) | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$105,885.15 | \$0.00 | \$25,835,741.86 | (\$25,835,741.86) | +++ | \$0.00 |
| Fund 156 - Park Bond 2022 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$105,885.15 | \$0.00 | \$25,835,741.86 | (\$25,835,741.86) | | \$0.00 |
| Fund 160 - FM 110 TIRZ | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 3,300,000.00 | .00 | 3,300,000.00 | .00 | .00 | 2,078,307.70 | 1,221,692.30 | 63 | 3,761,693.99 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 50,061.68 | .00 | 377,301.05 | (377,301.05) | +++ | 49,411.70 |
| REVENUE TOTALS | \$3,300,000.00 | \$0.00 | \$3,300,000.00 | \$50,061.68 | \$0.00 | \$2,455,608.75 | \$844,391.25 | 74% | \$3,811,105.69 |
| Fund 160 - FM 110 TIRZ Totals | \$3,300,000.00 | \$0.00 | \$3,300,000.00 | \$50,061.68 | \$0.00 | \$2,455,608.75 | \$844,391.25 | | \$3,811,105.69 |
| Fund 161 - La Cima PID 2015 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 1,710,000.00 | .00 | 1,710,000.00 | .00 | .00 | 1,234,086.85 | 475,913.15 | 72 | 1,709,909.02 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 25,023.69 | .00 | 134,320.49 | (134,320.49) | +++ | 7,577.81 |
| REVENUE TOTALS | \$1,710,000.00 | \$0.00 | \$1,710,000.00 | \$25,023.69 | \$0.00 | \$1,368,407.34 | \$341,592.66 | 80% | \$1,717,486.83 |
| Fund 161 - La Cima PID 2015 Fund Totals | \$1,710,000.00 | \$0.00 | \$1,710,000.00 | \$25,023.69 | \$0.00 | \$1,368,407.34 | \$341,592.66 | | \$1,717,486.83 |
| Fund 162 - La Cima PID Neigh Impr 2020 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 670,000.00 | .00 | 670,000.00 | .00 | .00 | 390,470.57 | 279,529.43 | 58 | 645,568.09 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interest Income | .00 | .00 | .00 | 4,132.29 | .00 | 24,310.26 | (24,310.26) | +++ | 2,468.74 |
| REVENUE TOTALS | \$670,000.00 | \$0.00 | \$670,000.00 | \$4,132.29 | \$0.00 | \$414,780.83 | \$255,219.17 | 62% | \$648,036.83 |
| Fund 162 - La Cima PID Neigh Impr 2020 Fund Totals | \$670,000.00 | \$0.00 | \$670,000.00 | \$4,132.29 | \$0.00 | \$414,780.83 | \$255,219.17 | | \$648,036.83 |
| Fund 163 - La CIMA PID Neigh Impr 2022 Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | .00 | .00 | .00 | .00 | .00 | 1,954,535.00 | (1,954,535.00) | +++ | .00 |
| Debt Proceeds | .00 | 17,745,826.00 | 17,745,826.00 | .00 | .00 | 20,800,000.00 | (3,054,174.00) | 117 | .00 |
| Interest Income | .00 | .00 | .00 | 12,273.52 | .00 | 78,082.83 | (78,082.83) | +++ | .00 |
| REVENUE TOTALS | \$0.00 | \$17,745,826.00 | \$17,745,826.00 | \$12,273.52 | \$0.00 | \$22,832,617.83 | (\$5,086,791.83) | 129% | \$0.00 |
| Fund 163 - La CIMA PID Neigh Impr 2022 Fund Totals | \$0.00 | \$17,745,826.00 | \$17,745,826.00 | \$12,273.52 | \$0.00 | \$22,832,617.83 | (\$5,086,791.83) | | \$0.00 |

Hays County Schedule of Revenues

Through 06/30/23
Prior Fiscal Year Activity Included
Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------------|------------------------|-------------------------|-------------------------------|---------------------|-------------------------|------------------------------|------------------|-------------------------|
| Fund 170 - Infrastructure Imp Fee Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Charges for Services | 500,000.00 | .00 | 500,000.00 | 43,600.00 | .00 | 169,600.00 | 330,400.00 | 34 | 483,850.00 |
| Other Revenues | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 619.00 |
| Interest Income | .00 | .00 | .00 | 4,086.90 | .00 | 32,748.57 | (32,748.57) | +++ | 6,517.14 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$500,000.00 | \$0.00 | \$500,000.00 | \$47,686.90 | \$0.00 | \$202,348.57 | \$297,651.43 | 40% | \$490,986.14 |
| Fund 170 - Infrastructure Imp Fee Fund Totals | \$500,000.00 | \$0.00 | \$500,000.00 | \$47,686.90 | \$0.00 | \$202,348.57 | \$297,651.43 | | \$490,986.14 |
| Fund 190 - Interest and Sinking Fund | | | | | | | | | |
| REVENUE | | | | | | | | | |
| Property and Sales Tax | 33,579,817.00 | .00 | 33,579,817.00 | 194,047.30 | .00 | 33,072,433.32 | 507,383.68 | 98 | 35,389,078.03 |
| Other Revenues | 10,000,000.00 | .00 | 10,000,000.00 | .00 | .00 | 4,736,892.00 | 5,263,108.00 | 47 | 10,659,809.01 |
| Debt Proceeds | .00 | .00 | .00 | .00 | .00 | 318.40 | (318.40) | +++ | .00 |
| Interest Income | 80,000.00 | .00 | 80,000.00 | 109,759.22 | .00 | 734,451.90 | (654,451.90) | 918 | 76,459.84 |
| Fund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| REVENUE TOTALS | \$43,659,817.00 | \$0.00 | \$43,659,817.00 | \$303,806.52 | \$0.00 | \$38,544,095.62 | \$5,115,721.38 | 88% | \$46,125,346.88 |
| Fund 190 - Interest and Sinking Fund Totals | \$43,659,817.00 | \$0.00 | \$43,659,817.00 | \$303,806.52 | \$0.00 | \$38,544,095.62 | \$5,115,721.38 | | \$46,125,346.88 |
| Grand Totals | \$246,697,660.00 | \$32,939,342.00 | \$279,637,002.00 | \$7,078,766.32 | \$0.00 | \$264,013,796.58 | \$15,623,205.42 | | \$243,686,229.71 |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------------|-----------------------|-------------------------|-------------------------------|-----------------------|------------------------|------------------------------|------------------|-------------------------|
| Fund 001 - General Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 81,859,115.00 | (1,775,846.00) | 80,083,269.00 | 6,350,084.38 | .00 | 54,876,132.41 | 25,207,136.59 | 69 | 67,027,493.34 |
| Operating | 33,586,764.00 | 6,298,119.00 | 39,884,883.00 | 2,830,119.17 | 597,192.44 | 24,754,108.97 | 14,533,581.59 | 64 | 34,272,881.46 |
| Travel | 16,000.00 | 10,404.00 | 26,404.00 | 1,760.86 | .00 | 7,630.46 | 18,773.54 | 29 | 17,246.51 |
| Continuing Education | 335,876.00 | 29,787.00 | 365,663.00 | 36,308.25 | 38,660.29 | 209,130.02 | 117,872.69 | 68 | 242,125.73 |
| Capital Outlay | 13,335,500.00 | (3,052,804.00) | 10,282,696.00 | 440,517.34 | 2,158,752.36 | 4,715,311.62 | 3,408,632.02 | 67 | 1,152,480.57 |
| Capital Assets | 2,066,252.00 | 193,224.00 | 2,259,476.00 | 76,196.08 | 750,411.66 | 603,249.13 | 905,815.21 | 60 | 1,218,315.22 |
| Capital Assets - Operating | 590,243.00 | 229,883.00 | 820,126.00 | 29,991.80 | 281,189.93 | 359,540.30 | 179,395.77 | 78 | 513,219.07 |
| Depreciation and Amortization | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | 461,337.00 | .00 | 461,337.00 | .00 | .00 | 450,736.35 | 10,600.65 | 98 | 436,692.90 |
| Interfund Transfers | 4,217,676.00 | .00 | 4,217,676.00 | .00 | .00 | 4,217,676.00 | .00 | 100 | 5,280,757.00 |
| EXPENSE TOTALS | \$136,468,763.00 | \$1,932,767.00 | \$138,401,530.00 | \$9,764,977.88 | \$3,826,206.68 | \$90,193,515.26 | \$44,381,808.06 | 68% | \$110,161,211.80 |
| Fund 001 - General Fund Totals | \$136,468,763.00 | \$1,932,767.00 | \$138,401,530.00 | \$9,764,977.88 | \$3,826,206.68 | \$90,193,515.26 | \$44,381,808.06 | | \$110,161,211.80 |
| Fund 002 - Election Contract Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | 449,799.00 | .00 | 449,799.00 | 201.85 | 10,992.64 | 76,488.51 | 362,317.85 | 19 | 132,358.68 |
| Continuing Education | 2,500.00 | .00 | 2,500.00 | .00 | 250.00 | .00 | 2,250.00 | 10 | 2,025.00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 6,608.97 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | 5,895.14 | .00 | (5,895.14) | +++ | 29,168.49 |
| EXPENSE TOTALS | \$452,299.00 | \$0.00 | \$452,299.00 | \$201.85 | \$17,137.78 | \$76,488.51 | \$358,672.71 | 21% | \$170,161.14 |
| Fund 002 - Election Contract Fund Totals | \$452,299.00 | \$0.00 | \$452,299.00 | \$201.85 | \$17,137.78 | \$76,488.51 | \$358,672.71 | | \$170,161.14 |
| Fund 003 - Medical & Dental Insurance Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 16,500,000.00 | .00 | 16,500,000.00 | 1,753,287.55 | .00 | 10,796,153.72 | 5,703,846.28 | 65 | 12,833,152.60 |
| EXPENSE TOTALS | \$16,500,000.00 | \$0.00 | \$16,500,000.00 | \$1,753,287.55 | \$0.00 | \$10,796,153.72 | \$5,703,846.28 | 65% | \$12,833,152.60 |
| Fund 003 - Medical & Dental Insurance Fund Totals | \$16,500,000.00 | \$0.00 | \$16,500,000.00 | \$1,753,287.55 | \$0.00 | \$10,796,153.72 | \$5,703,846.28 | | \$12,833,152.60 |
| Fund 006 - Public Safety Bond 2017 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 1,292.00 | .00 | 1,292.00 | .00 | 1,291.82 | .00 | .18 | 100 | 2,695.00 |
| Capital Outlay | 4,314,491.00 | (1,923.00) | 4,312,568.00 | .00 | 158,754.52 | 16,114.64 | 4,137,698.84 | 4 | 2,092,329.35 |
| Capital Assets | .00 | .00 | .00 | .00 | (10.00) | .00 | 10.00 | +++ | 93,609.05 |
| Capital Assets - Operating | .00 | 1,923.00 | 1,923.00 | .00 | .00 | .00 | 1,923.00 | 0 | 20,700.46 |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|-----------------------|
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$4,315,783.00 | \$0.00 | \$4,315,783.00 | \$0.00 | \$160,036.34 | \$16,114.64 | \$4,139,632.02 | 4% | \$2,209,333.86 |
| Fund 006 - Public Safety Bond 2017 Fund Totals | \$4,315,783.00 | \$0.00 | \$4,315,783.00 | \$0.00 | \$160,036.34 | \$16,114.64 | \$4,139,632.02 | | \$2,209,333.86 |
| Fund 007 - Energy Efficiency Proj 2017 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 65,116.62 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 7,470.82 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$72,587.44 |
| Fund 007 - Energy Efficiency Proj 2017 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$72,587.44 |
| Fund 008 - Help America Vote Act Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 136,000.00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 2,747.24 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$138,747.24 |
| Fund 008 - Help America Vote Act Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$138,747.24 |
| Fund 009 - Coronavirus Relief Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 575.43 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$575.43 |
| Fund 009 - Coronavirus Relief Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$575.43 |
| Fund 010 - Emergency Rental Assistance Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|------------------------|------------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|------------------------|
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 107,716.89 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 4,111,741.65 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$4,219,458.54 |
| Fund 010 - Emergency Rental Assistance Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$4,219,458.54 |
| Fund 011 - American Rescue Plan Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 884,819.00 | 236,319.00 | 1,121,138.00 | 62,172.06 | .00 | 496,259.93 | 624,878.07 | 44 | 105,432.61 |
| Operating | 11,593,928.00 | 10,473,381.00 | 22,067,309.00 | 634,127.61 | 6,188.55 | 10,895,839.64 | 11,165,280.81 | 49 | 2,688,749.55 |
| Continuing Education | 5,000.00 | 1,711.00 | 6,711.00 | 1,186.40 | .00 | 1,186.40 | 5,524.60 | 18 | .00 |
| Capital Outlay | .00 | 1,009,107.00 | 1,009,107.00 | .00 | .00 | 1,009,106.29 | .71 | 100 | 5,600,462.46 |
| Capital Assets | 2,775,371.00 | 315,362.00 | 3,090,733.00 | 78,034.73 | 237,326.01 | 2,747,034.73 | 106,372.26 | 97 | 2,990,480.35 |
| Capital Assets - Operating | 117,603.00 | 18,967.00 | 136,570.00 | 77,222.83 | 13,970.82 | 100,572.33 | 22,026.85 | 84 | 4,649.37 |
| EXPENSE TOTALS | \$15,376,721.00 | \$12,054,847.00 | \$27,431,568.00 | \$852,743.63 | \$257,485.38 | \$15,249,999.32 | \$11,924,083.30 | 57% | \$11,389,774.34 |
| Fund 011 - American Rescue Plan Fund Totals | \$15,376,721.00 | \$12,054,847.00 | \$27,431,568.00 | \$852,743.63 | \$257,485.38 | \$15,249,999.32 | \$11,924,083.30 | | \$11,389,774.34 |
| Fund 012 - Local Assistance and TC Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 90,400.00 | 90,400.00 | .00 | .00 | 3,869.22 | 86,530.78 | 4 | .00 |
| Travel | .00 | 2,103.00 | 2,103.00 | .00 | .00 | 84.00 | 2,019.00 | 4 | .00 |
| Continuing Education | .00 | 3,897.00 | 3,897.00 | .00 | 2,356.05 | .00 | 1,540.95 | 60 | .00 |
| Capital Assets - Operating | .00 | 3,600.00 | 3,600.00 | .00 | .00 | 2,992.01 | 607.99 | 83 | .00 |
| EXPENSE TOTALS | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$2,356.05 | \$6,945.23 | \$90,698.72 | 9% | \$0.00 |
| Fund 012 - Local Assistance and TC Fund Totals | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$2,356.05 | \$6,945.23 | \$90,698.72 | | \$0.00 |
| Fund 020 - Road and Bridge General Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 7,287,410.00 | .00 | 7,287,410.00 | 403,191.51 | .00 | 3,775,830.51 | 3,511,579.49 | 52 | 4,967,200.45 |
| Operating | 16,279,111.00 | 406,605.00 | 16,685,716.00 | 966,247.66 | 806,887.36 | 4,555,219.36 | 11,323,609.28 | 32 | 6,944,790.23 |
| Travel | 1,000.00 | .00 | 1,000.00 | .00 | .00 | 2.59 | 997.41 | 0 | 495.57 |
| Continuing Education | 19,400.00 | .00 | 19,400.00 | 449.38 | .00 | 1,859.28 | 17,540.72 | 10 | 2,729.54 |
| Capital Outlay | 3,607,415.00 | 34,806.00 | 3,642,221.00 | 74,063.57 | .00 | 1,229,547.78 | 2,412,673.22 | 34 | 2,951,740.21 |
| Capital Assets | 503,672.00 | 57,523.00 | 561,195.00 | 309,353.00 | 212,017.00 | 334,404.00 | 14,774.00 | 97 | 362,863.77 |
| Capital Assets - Operating | 75,063.00 | 46,621.00 | 121,684.00 | .00 | 45,867.94 | 59,140.30 | 16,675.76 | 86 | 31,724.98 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| EXPENSE TOTALS | \$27,773,071.00 | \$545,555.00 | \$28,318,626.00 | \$1,753,305.12 | \$1,064,772.30 | \$9,956,003.82 | \$17,297,849.88 | 39% | \$15,261,544.75 |
| Fund 020 - Road and Bridge General Fund Totals | \$27,773,071.00 | \$545,555.00 | \$28,318,626.00 | \$1,753,305.12 | \$1,064,772.30 | \$9,956,003.82 | \$17,297,849.88 | | \$15,261,544.75 |
| Fund 022 - Road Bond 2006 Construction Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | .00 | 611,000.00 | 611,000.00 | 5,556.05 | .00 | 33,238.42 | 577,761.58 | 5 | .00 |
| Capital Outlay | 611,000.00 | (611,000.00) | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$611,000.00 | \$0.00 | \$611,000.00 | \$5,556.05 | \$0.00 | \$33,238.42 | \$577,761.58 | 5% | \$0.00 |
| Fund 022 - Road Bond 2006 Construction Fund Totals | \$611,000.00 | \$0.00 | \$611,000.00 | \$5,556.05 | \$0.00 | \$33,238.42 | \$577,761.58 | | \$0.00 |
| Fund 027 - Co Priority Road Bond 2011 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 4,964,000.00 | .00 | 4,964,000.00 | 4,758,679.24 | .00 | 4,842,411.64 | 121,588.36 | 98 | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 950.00 |
| EXPENSE TOTALS | \$4,964,000.00 | \$0.00 | \$4,964,000.00 | \$4,758,679.24 | \$0.00 | \$4,842,411.64 | \$121,588.36 | 98% | \$950.00 |
| Fund 027 - Co Priority Road Bond 2011 Fund Totals | \$4,964,000.00 | \$0.00 | \$4,964,000.00 | \$4,758,679.24 | \$0.00 | \$4,842,411.64 | \$121,588.36 | | \$950.00 |
| Fund 033 - Pass Thru Road Bond 2016 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 2,300,000.00 | 100,000.00 | 2,400,000.00 | 1,346.09 | .00 | 546,055.95 | 1,853,944.05 | 23 | 7,780,460.63 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 950.00 |
| EXPENSE TOTALS | \$2,300,000.00 | \$100,000.00 | \$2,400,000.00 | \$1,346.09 | \$0.00 | \$546,055.95 | \$1,853,944.05 | 23% | \$7,781,410.63 |
| Fund 033 - Pass Thru Road Bond 2016 Fund Totals | \$2,300,000.00 | \$100,000.00 | \$2,400,000.00 | \$1,346.09 | \$0.00 | \$546,055.95 | \$1,853,944.05 | | \$7,781,410.63 |
| Fund 035 - Road Bond 2019 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 34,176,000.00 | 763,117.00 | 34,939,117.00 | 2,195,641.79 | .00 | 11,186,939.45 | 23,752,177.55 | 32 | 17,933,172.13 |
| Capital Outlay | 24,345,000.00 | (424,985.00) | 23,920,015.00 | (36,430.79) | .00 | 4,783,550.64 | 19,136,464.36 | 20 | 5,371,030.22 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$58,521,000.00 | \$338,132.00 | \$58,859,132.00 | \$2,159,211.00 | \$0.00 | \$15,970,490.09 | \$42,888,641.91 | 27% | \$23,304,202.35 |
| Fund 035 - Road Bond 2019 Fund Totals | \$58,521,000.00 | \$338,132.00 | \$58,859,132.00 | \$2,159,211.00 | \$0.00 | \$15,970,490.09 | \$42,888,641.91 | | \$23,304,202.35 |
| Fund 050 - Sheriff Abandoned Vehicle Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 30,000.00 | .00 | 30,000.00 | .00 | .00 | .00 | 30,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$30,000.00 | \$0.00 | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | \$30,000.00 | 0% | \$0.00 |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 050 - Sheriff Abandoned Vehicle Fund Totals | \$30,000.00 | \$0.00 | \$30,000.00 | \$0.00 | \$0.00 | \$0.00 | \$30,000.00 | | \$0.00 |
| Fund 051 - Sheriff Bail Bond Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | 50,000.00 | .00 | 50,000.00 | .00 | .00 | .00 | 50,000.00 | 0 | .00 |
| Continuing Education | 5,000.00 | .00 | 5,000.00 | .00 | .00 | .00 | 5,000.00 | 0 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$55,000.00 | \$0.00 | \$55,000.00 | \$0.00 | \$0.00 | \$0.00 | \$55,000.00 | 0% | \$0.00 |
| Fund 051 - Sheriff Bail Bond Fund Totals | \$55,000.00 | \$0.00 | \$55,000.00 | \$0.00 | \$0.00 | \$0.00 | \$55,000.00 | | \$0.00 |
| Fund 052 - Sheriff Special Projects Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 3,350.00 | 3,350.00 | .00 | 746.00 | 454.75 | 2,149.25 | 36 | 921.61 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$3,350.00 | \$3,350.00 | \$0.00 | \$746.00 | \$454.75 | \$2,149.25 | 36% | \$921.61 |
| Fund 052 - Sheriff Special Projects Fund Totals | \$0.00 | \$3,350.00 | \$3,350.00 | \$0.00 | \$746.00 | \$454.75 | \$2,149.25 | | \$921.61 |
| Fund 053 - Sheriff Drug Forfeiture Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | 111,000.00 | (45,290.00) | 65,710.00 | .00 | .00 | 2,360.74 | 63,349.26 | 4 | 10,301.63 |
| Travel | .00 | 12,543.00 | 12,543.00 | 9,667.53 | .00 | 12,541.15 | 1.85 | 100 | .00 |
| Continuing Education | 5,000.00 | (5,000.00) | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | 7,258.00 | 7,258.00 | .00 | 7,256.89 | .00 | 1.11 | 100 | .00 |
| Capital Assets - Operating | .00 | 30,489.00 | 30,489.00 | .00 | .00 | 6,229.30 | 24,259.70 | 20 | 12,950.80 |
| EXPENSE TOTALS | \$116,000.00 | \$0.00 | \$116,000.00 | \$9,667.53 | \$7,256.89 | \$21,131.19 | \$87,611.92 | 24% | \$23,252.43 |
| Fund 053 - Sheriff Drug Forfeiture Fund Totals | \$116,000.00 | \$0.00 | \$116,000.00 | \$9,667.53 | \$7,256.89 | \$21,131.19 | \$87,611.92 | | \$23,252.43 |
| Fund 055 - Sheriff Fed Discretionary Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 169.65 |
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$169.65 |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 055 - Sheriff Fed Discretionary Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$169.65 |
| Fund 064 - Fire Marshal Code Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 99,910.00 | 17,457.00 | 117,367.00 | 7,782.40 | .00 | 61,902.99 | 55,464.01 | 53 | 21,903.29 |
| Operating | 25,000.00 | (19,607.00) | 5,393.00 | .00 | .00 | 4,800.00 | 593.00 | 89 | .00 |
| Continuing Education | .00 | 2,150.00 | 2,150.00 | .00 | .00 | 1,700.00 | 450.00 | 79 | .00 |
| EXPENSE TOTALS | \$124,910.00 | \$0.00 | \$124,910.00 | \$7,782.40 | \$0.00 | \$68,402.99 | \$56,507.01 | 55% | \$21,903.29 |
| Fund 064 - Fire Marshal Code Fee Fund Totals | \$124,910.00 | \$0.00 | \$124,910.00 | \$7,782.40 | \$0.00 | \$68,402.99 | \$56,507.01 | | \$21,903.29 |
| Fund 065 - Veteran's Court Program Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 10,000.00 | .00 | 10,000.00 | .00 | .00 | .00 | 10,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$10,000.00 | \$0.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | 0% | \$0.00 |
| Fund 065 - Veteran's Court Program Fund Totals | \$10,000.00 | \$0.00 | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 | \$10,000.00 | | \$0.00 |
| Fund 067 - Constable 2 Drug Forfeiture Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 067 - Constable 2 Drug Forfeiture Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 070 - Juvenile Detention Center Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 4,326,886.00 | (22,444.00) | 4,304,442.00 | 266,256.94 | .00 | 2,351,951.59 | 1,952,490.41 | 55 | 3,302,353.52 |
| Operating | 868,760.00 | 386.00 | 869,146.00 | 64,718.32 | 40,349.94 | 559,327.27 | 269,468.79 | 69 | 843,642.56 |
| Travel | 250.00 | .00 | 250.00 | .00 | .00 | 70.70 | 179.30 | 28 | .00 |
| Continuing Education | 6,000.00 | 400.00 | 6,400.00 | 42.00 | .00 | 5,981.08 | 418.92 | 93 | 2,550.82 |
| Capital Outlay | .00 | 17,979.00 | 17,979.00 | .00 | .00 | .00 | 17,979.00 | 0 | 2,500.00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 40,950.00 |
| Capital Assets - Operating | .00 | 3,679.00 | 3,679.00 | .00 | 3,678.50 | .00 | .50 | 100 | 2,491.39 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$5,201,896.00 | \$0.00 | \$5,201,896.00 | \$331,017.26 | \$44,028.44 | \$2,917,330.64 | \$2,240,536.92 | 57% | \$4,194,488.29 |
| Fund 070 - Juvenile Detention Center Fund Totals | \$5,201,896.00 | \$0.00 | \$5,201,896.00 | \$331,017.26 | \$44,028.44 | \$2,917,330.64 | \$2,240,536.92 | | \$4,194,488.29 |
| Fund 080 - DA Hot Check Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Operating | 25,000.00 | .00 | 25,000.00 | .00 | 1,497.38 | 1,392.93 | 22,109.69 | 12 | 3,015.62 |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|---------------------|----------------------|---------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|---------------------|
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | 10,000.00 | .00 | 10,000.00 | .00 | .00 | 2,079.76 | 7,920.24 | 21 | 924.90 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$35,000.00 | \$0.00 | \$35,000.00 | \$0.00 | \$1,497.38 | \$3,472.69 | \$30,029.93 | 14% | \$3,940.52 |
| Fund 080 - DA Hot Check Fee Fund Totals | \$35,000.00 | \$0.00 | \$35,000.00 | \$0.00 | \$1,497.38 | \$3,472.69 | \$30,029.93 | | \$3,940.52 |
| Fund 081 - DA Drug Forfeiture Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 25,758.83 |
| Operating | 127,585.00 | (11,394.00) | 116,191.00 | 6,146.79 | 5,450.74 | 28,555.07 | 82,185.19 | 29 | 3,544.37 |
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Continuing Education | 10,000.00 | .00 | 10,000.00 | .00 | .00 | 2,292.16 | 7,707.84 | 23 | .00 |
| Capital Assets | 61,523.00 | .00 | 61,523.00 | .00 | .00 | 61,522.50 | .50 | 100 | .00 |
| Capital Assets - Operating | 16,673.00 | 11,394.00 | 28,067.00 | .00 | 2,791.10 | 24,462.05 | 813.85 | 97 | .00 |
| EXPENSE TOTALS | \$215,781.00 | \$0.00 | \$215,781.00 | \$6,146.79 | \$8,241.84 | \$116,831.78 | \$90,707.38 | 58% | \$29,303.20 |
| Fund 081 - DA Drug Forfeiture Fund Totals | \$215,781.00 | \$0.00 | \$215,781.00 | \$6,146.79 | \$8,241.84 | \$116,831.78 | \$90,707.38 | | \$29,303.20 |
| Fund 084 - Law Library Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 39,727.00 | 3,400.00 | 43,127.00 | 3,805.20 | .00 | 31,573.19 | 11,553.81 | 73 | 39,794.85 |
| Operating | 102,776.00 | .00 | 102,776.00 | 5,910.00 | 4,801.00 | 59,169.19 | 38,805.81 | 62 | 108,243.80 |
| Continuing Education | 3,410.00 | (3,400.00) | 10.00 | .00 | .00 | .00 | 10.00 | 0 | .00 |
| Capital Assets | 10,000.00 | .00 | 10,000.00 | .00 | .00 | 8,081.78 | 1,918.22 | 81 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$155,913.00 | \$0.00 | \$155,913.00 | \$9,715.20 | \$4,801.00 | \$98,824.16 | \$52,287.84 | 66% | \$148,038.65 |
| Fund 084 - Law Library Fund Totals | \$155,913.00 | \$0.00 | \$155,913.00 | \$9,715.20 | \$4,801.00 | \$98,824.16 | \$52,287.84 | | \$148,038.65 |
| Fund 100 - County and District Court Techn | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 7,500.00 | .00 | 7,500.00 | .00 | .00 | .00 | 7,500.00 | 0 | .00 |
| Continuing Education | 5,000.00 | .00 | 5,000.00 | .00 | .00 | .00 | 5,000.00 | 0 | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$12,500.00 | \$0.00 | \$12,500.00 | \$0.00 | \$0.00 | \$0.00 | \$12,500.00 | 0% | \$0.00 |
| Fund 100 - County and District Court Techn Totals | \$12,500.00 | \$0.00 | \$12,500.00 | \$0.00 | \$0.00 | \$0.00 | \$12,500.00 | | \$0.00 |
| Fund 101 - Records Mgmt and Archive Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|-----------------------|------------------------------|------------------|---------------------|
| Salaries and Benefits | 915,769.00 | 18,602.00 | 934,371.00 | 66,853.05 | .00 | 635,720.73 | 298,650.27 | 68 | 748,604.25 |
| Operating | 875,339.00 | (71,680.00) | 803,659.00 | 57.86 | 8,244.32 | 173,526.68 | 621,888.00 | 23 | 138,425.46 |
| Travel | .00 | 78.00 | 78.00 | .00 | .00 | 78.00 | .00 | 100 | .00 |
| Continuing Education | .00 | 25,000.00 | 25,000.00 | .00 | 550.00 | 18,885.54 | 5,564.46 | 78 | 5,034.11 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | 51,500.00 | 25,000.00 | 76,500.00 | .00 | .00 | 30,000.00 | 46,500.00 | 39 | .00 |
| Capital Assets - Operating | 4,354.00 | 3,000.00 | 7,354.00 | .00 | .00 | 4,154.03 | 3,199.97 | 56 | 10,808.85 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | .00 | 250,000.00 | 250,000.00 | .00 | .00 | 250,000.00 | .00 | 100 | .00 |
| EXPENSE TOTALS | \$1,846,962.00 | \$250,000.00 | \$2,096,962.00 | \$66,910.91 | \$8,794.32 | \$1,112,364.98 | \$975,802.70 | 53% | \$902,872.67 |
| Fund 101 - Records Mgmt and Archive Fund Totals | \$1,846,962.00 | \$250,000.00 | \$2,096,962.00 | \$66,910.91 | \$8,794.32 | \$1,112,364.98 | \$975,802.70 | | \$902,872.67 |
| Fund 102 - Guardianship Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 35,000.00 | .00 | 35,000.00 | .00 | .00 | 24,838.20 | 10,161.80 | 71 | 1,200.83 |
| EXPENSE TOTALS | \$35,000.00 | \$0.00 | \$35,000.00 | \$0.00 | \$0.00 | \$24,838.20 | \$10,161.80 | 71% | \$1,200.83 |
| Fund 102 - Guardianship Fee Fund Totals | \$35,000.00 | \$0.00 | \$35,000.00 | \$0.00 | \$0.00 | \$24,838.20 | \$10,161.80 | | \$1,200.83 |
| Fund 105 - Court Records Preservation | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 85,000.00 | .00 | 85,000.00 | .00 | .00 | .00 | 85,000.00 | 0 | 126,060.88 |
| EXPENSE TOTALS | \$85,000.00 | \$0.00 | \$85,000.00 | \$0.00 | \$0.00 | \$0.00 | \$85,000.00 | 0% | \$126,060.88 |
| Fund 105 - Court Records Preservation Totals | \$85,000.00 | \$0.00 | \$85,000.00 | \$0.00 | \$0.00 | \$0.00 | \$85,000.00 | | \$126,060.88 |
| Fund 106 - County Records Preservation Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 31,594.00 | 12,292.00 | 43,886.00 | 3,805.12 | .00 | 30,798.69 | 13,087.31 | 70 | .00 |
| Operating | 270,100.00 | (12,292.00) | 257,808.00 | 500.00 | 2,826.50 | 8,626.44 | 246,355.06 | 4 | 258,624.31 |
| Continuing Education | 16,500.00 | .00 | 16,500.00 | .00 | .00 | .00 | 16,500.00 | 0 | 1,259.83 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 9,090.00 |
| Capital Assets - Operating | 56,054.00 | .00 | 56,054.00 | .00 | .00 | 37,801.33 | 18,252.67 | 67 | 7,588.41 |
| EXPENSE TOTALS | \$374,248.00 | \$0.00 | \$374,248.00 | \$4,305.12 | \$2,826.50 | \$77,226.46 | \$294,195.04 | 21% | \$276,562.55 |
| Fund 106 - County Records Preservation Fund Totals | \$374,248.00 | \$0.00 | \$374,248.00 | \$4,305.12 | \$2,826.50 | \$77,226.46 | \$294,195.04 | | \$276,562.55 |
| Fund 107 - Courthouse Security Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 163,600.00 | 14,001.00 | 177,601.00 | 14,648.28 | .00 | 132,074.88 | 45,526.12 | 74 | 146,252.96 |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$163,600.00 | \$14,001.00 | \$177,601.00 | \$14,648.28 | \$0.00 | \$132,074.88 | \$45,526.12 | 74% | \$146,252.96 |
| Fund 107 - Courthouse Security Fund Totals | \$163,600.00 | \$14,001.00 | \$177,601.00 | \$14,648.28 | \$0.00 | \$132,074.88 | \$45,526.12 | | \$146,252.96 |
| Fund 108 - Dist Court Records Technology | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 20,000.00 | (472.00) | 19,528.00 | .00 | .00 | .00 | 19,528.00 | 0 | .00 |
| Capital Assets | 47,098.00 | 472.00 | 47,570.00 | .00 | 29,376.00 | .00 | 18,194.00 | 62 | .00 |
| Capital Assets - Operating | 3,112.00 | .00 | 3,112.00 | .00 | 3,112.00 | .00 | .00 | 100 | .00 |
| EXPENSE TOTALS | \$70,210.00 | \$0.00 | \$70,210.00 | \$0.00 | \$32,488.00 | \$0.00 | \$37,722.00 | 46% | \$0.00 |
| Fund 108 - Dist Court Records Technology Totals | \$70,210.00 | \$0.00 | \$70,210.00 | \$0.00 | \$32,488.00 | \$0.00 | \$37,722.00 | | \$0.00 |
| Fund 109 - Truancy Court Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 109 - Truancy Court Fee Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 110 - Justice Court Bldg Security Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 145,000.00 | (33,443.00) | 111,557.00 | .00 | .00 | .00 | 111,557.00 | 0 | .00 |
| Continuing Education | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | 17,944.00 | 17,944.00 | .00 | 17,944.00 | .00 | .00 | 100 | .00 |
| Capital Assets | .00 | 11,006.00 | 11,006.00 | .00 | 5,243.62 | .00 | 5,762.38 | 48 | .00 |
| Capital Assets - Operating | .00 | 4,493.00 | 4,493.00 | .00 | 4,492.18 | .00 | .82 | 100 | .00 |
| EXPENSE TOTALS | \$145,000.00 | \$0.00 | \$145,000.00 | \$0.00 | \$27,679.80 | \$0.00 | \$117,320.20 | 19% | \$0.00 |
| Fund 110 - Justice Court Bldg Security Fund Totals | \$145,000.00 | \$0.00 | \$145,000.00 | \$0.00 | \$27,679.80 | \$0.00 | \$117,320.20 | | \$0.00 |
| Fund 111 - Court Reporters Service Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 91,000.00 | .00 | 91,000.00 | .00 | .00 | 91,000.00 | .00 | 100 | 78,336.64 |
| EXPENSE TOTALS | \$91,000.00 | \$0.00 | \$91,000.00 | \$0.00 | \$0.00 | \$91,000.00 | \$0.00 | 100% | \$78,336.64 |
| Fund 111 - Court Reporters Service Fund Totals | \$91,000.00 | \$0.00 | \$91,000.00 | \$0.00 | \$0.00 | \$91,000.00 | \$0.00 | | \$78,336.64 |
| Fund 112 - Justice Court Technology Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 420,000.00 | (21,401.00) | 398,599.00 | 421.99 | .00 | 8,231.61 | 390,367.39 | 2 | 12,786.88 |
| Continuing Education | .00 | 4,250.00 | 4,250.00 | 169.74 | .00 | 2,617.74 | 1,632.26 | 62 | .00 |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|--------------------|
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | 17,151.00 | 17,151.00 | .00 | .00 | 15,183.09 | 1,967.91 | 89 | 26,743.05 |
| EXPENSE TOTALS | \$420,000.00 | \$0.00 | \$420,000.00 | \$591.73 | \$0.00 | \$26,032.44 | \$393,967.56 | 6% | \$39,529.93 |
| Fund 112 - Justice Court Technology Fund Totals | \$420,000.00 | \$0.00 | \$420,000.00 | \$591.73 | \$0.00 | \$26,032.44 | \$393,967.56 | | \$39,529.93 |
| Fund 114 - Civil Courts Building Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Capital Outlay | 1,188,000.00 | .00 | 1,188,000.00 | .00 | .00 | .00 | 1,188,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$1,188,000.00 | \$0.00 | \$1,188,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,188,000.00 | 0% | \$0.00 |
| Fund 114 - Civil Courts Building Fund Totals | \$1,188,000.00 | \$0.00 | \$1,188,000.00 | \$0.00 | \$0.00 | \$0.00 | \$1,188,000.00 | | \$0.00 |
| Fund 115 - Dispute Resolution Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 57,900.00 | .00 | 57,900.00 | 4,237.22 | .00 | 38,305.90 | 19,594.10 | 66 | 43,265.88 |
| EXPENSE TOTALS | \$57,900.00 | \$0.00 | \$57,900.00 | \$4,237.22 | \$0.00 | \$38,305.90 | \$19,594.10 | 66% | \$43,265.88 |
| Fund 115 - Dispute Resolution Fund Totals | \$57,900.00 | \$0.00 | \$57,900.00 | \$4,237.22 | \$0.00 | \$38,305.90 | \$19,594.10 | | \$43,265.88 |
| Fund 117 - County Child Abuse Prevention | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 200.00 | .00 | 200.00 | .00 | .00 | 451.55 | (251.55) | 226 | 109.40 |
| EXPENSE TOTALS | \$200.00 | \$0.00 | \$200.00 | \$0.00 | \$0.00 | \$451.55 | (\$251.55) | 226% | \$109.40 |
| Fund 117 - County Child Abuse Prevention Totals | \$200.00 | \$0.00 | \$200.00 | \$0.00 | \$0.00 | \$451.55 | (\$251.55) | | \$109.40 |
| Fund 118 - School Zone Safety Program Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | 2,425.00 | .00 | 2,425.00 | .00 | .00 | 2,364.25 | 60.75 | 97 | .00 |
| EXPENSE TOTALS | \$2,425.00 | \$0.00 | \$2,425.00 | \$0.00 | \$0.00 | \$2,364.25 | \$60.75 | 97% | \$0.00 |
| Fund 118 - School Zone Safety Program Fund Totals | \$2,425.00 | \$0.00 | \$2,425.00 | \$0.00 | \$0.00 | \$2,364.25 | \$60.75 | | \$0.00 |
| Fund 119 - Language Access Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 21,000.00 | .00 | 21,000.00 | .00 | .00 | .00 | 21,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$21,000.00 | \$0.00 | \$21,000.00 | \$0.00 | \$0.00 | \$0.00 | \$21,000.00 | 0% | \$0.00 |
| Fund 119 - Language Access Fee Fund Totals | \$21,000.00 | \$0.00 | \$21,000.00 | \$0.00 | \$0.00 | \$0.00 | \$21,000.00 | | \$0.00 |
| Fund 120 - Family Health Services Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Salaries and Benefits | 1,214,450.00 | 95,158.00 | 1,309,608.00 | 79,070.79 | .00 | 717,408.30 | 592,199.70 | 55 | 840,985.85 |
| Operating | 2,815,438.00 | (28,147.00) | 2,787,291.00 | 10,847.99 | 10,098.58 | 193,848.22 | 2,583,344.20 | 7 | 2,270,312.33 |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-----------------------|----------------------|-----------------------|-------------------------------|---------------------|-----------------------|------------------------------|------------------|-----------------------|
| Travel | 5,303.00 | 228.00 | 5,531.00 | 43.80 | .00 | 407.21 | 5,123.79 | 7 | 694.79 |
| Continuing Education | 12,908.00 | 850.00 | 13,758.00 | 1,402.62 | 1,650.00 | 5,813.06 | 6,294.94 | 54 | 5,338.20 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | 215,000.00 | .00 | 215,000.00 | .00 | 15,752.20 | 84,247.80 | 115,000.00 | 47 | .00 |
| Capital Assets - Operating | 10,713.00 | 10,633.00 | 21,346.00 | 3,720.08 | .00 | 3,720.08 | 17,625.92 | 17 | 13,428.63 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$4,273,812.00 | \$78,722.00 | \$4,352,534.00 | \$95,085.28 | \$27,500.78 | \$1,005,444.67 | \$3,319,588.55 | 24% | \$3,130,759.80 |
| Fund 120 - Family Health Services Fund Totals | \$4,273,812.00 | \$78,722.00 | \$4,352,534.00 | \$95,085.28 | \$27,500.78 | \$1,005,444.67 | \$3,319,588.55 | | \$3,130,759.80 |
| Fund 121 - Tobacco Settlement Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 110,000.00 | .00 | 110,000.00 | 12,500.00 | .00 | 69,717.09 | 40,282.91 | 63 | 67,770.74 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | 22,004.00 | .00 | 22,004.00 | .00 | .00 | 18,193.40 | 3,810.60 | 83 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | 200,000.00 | .00 | 200,000.00 | .00 | .00 | 200,000.00 | .00 | 100 | .00 |
| EXPENSE TOTALS | \$332,004.00 | \$0.00 | \$332,004.00 | \$12,500.00 | \$0.00 | \$287,910.49 | \$44,093.51 | 87% | \$67,770.74 |
| Fund 121 - Tobacco Settlement Fund Totals | \$332,004.00 | \$0.00 | \$332,004.00 | \$12,500.00 | \$0.00 | \$287,910.49 | \$44,093.51 | | \$67,770.74 |
| Fund 122 - Opioid Abatement Settlement Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | +++ | \$0.00 |
| Fund 122 - Opioid Abatement Settlement Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | | \$0.00 |
| Fund 141 - Historical Comm Publication Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 141,000.00 | .00 | 141,000.00 | .00 | .00 | 218.42 | 140,781.58 | 0 | 3,905.47 |
| Travel | 4,000.00 | .00 | 4,000.00 | .00 | .00 | .00 | 4,000.00 | 0 | .00 |
| Continuing Education | 5,000.00 | .00 | 5,000.00 | .00 | .00 | .00 | 5,000.00 | 0 | 2,899.00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$150,000.00 | \$0.00 | \$150,000.00 | \$0.00 | \$0.00 | \$218.42 | \$149,781.58 | 0% | \$6,804.47 |
| Fund 141 - Historical Comm Publication Fund Totals | \$150,000.00 | \$0.00 | \$150,000.00 | \$0.00 | \$0.00 | \$218.42 | \$149,781.58 | | \$6,804.47 |
| Fund 144 - Historical Jail Restoration Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|---|------------------------|----------------------|------------------------|-------------------------------|---------------------|------------------------|------------------------------|------------------|------------------------|
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | 667,683.00 | .00 | 667,683.00 | .00 | .00 | .00 | 667,683.00 | 0 | .00 |
| EXPENSE TOTALS | \$667,683.00 | \$0.00 | \$667,683.00 | \$0.00 | \$0.00 | \$0.00 | \$667,683.00 | 0% | \$0.00 |
| Fund 144 - Historical Jail Restoration Fund Totals | \$667,683.00 | \$0.00 | \$667,683.00 | \$0.00 | \$0.00 | \$0.00 | \$667,683.00 | | \$0.00 |
| Fund 146 - ORCA Cedar Oaks Mesa Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 367,500.00 | 367,500.00 | .00 | .00 | .00 | 367,500.00 | 0 | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$367,500.00 | \$367,500.00 | \$0.00 | \$0.00 | \$0.00 | \$367,500.00 | 0% | \$0.00 |
| Fund 146 - ORCA Cedar Oaks Mesa Fund Totals | \$0.00 | \$367,500.00 | \$367,500.00 | \$0.00 | \$0.00 | \$0.00 | \$367,500.00 | | \$0.00 |
| Fund 150 - Park Bond 2011 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 108,000.00 | .00 | 108,000.00 | .00 | .00 | .00 | 108,000.00 | 0 | 3,188.24 |
| Capital Outlay | 792,000.00 | (38,275.00) | 753,725.00 | .00 | .00 | .00 | 753,725.00 | 0 | 4,107.60 |
| Capital Assets | .00 | 38,275.00 | 38,275.00 | .00 | 38,275.00 | .00 | .00 | 100 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 950.00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$900,000.00 | \$0.00 | \$900,000.00 | \$0.00 | \$38,275.00 | \$0.00 | \$861,725.00 | 4% | \$8,245.84 |
| Fund 150 - Park Bond 2011 Fund Totals | \$900,000.00 | \$0.00 | \$900,000.00 | \$0.00 | \$38,275.00 | \$0.00 | \$861,725.00 | | \$8,245.84 |
| Fund 151 - Habitat Conservation Plan Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 1,750,000.00 | .00 | 1,750,000.00 | .00 | .00 | 4,162.50 | 1,745,837.50 | 0 | 24,787.50 |
| Travel | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$1,750,000.00 | \$0.00 | \$1,750,000.00 | \$0.00 | \$0.00 | \$4,162.50 | \$1,745,837.50 | 0% | \$24,787.50 |
| Fund 151 - Habitat Conservation Plan Fund Totals | \$1,750,000.00 | \$0.00 | \$1,750,000.00 | \$0.00 | \$0.00 | \$4,162.50 | \$1,745,837.50 | | \$24,787.50 |
| Fund 152 - HCL Provider Participation Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 20,800,000.00 | .00 | 20,800,000.00 | 4,831,428.20 | .00 | 17,045,729.34 | 3,754,270.66 | 82 | 22,223,068.69 |
| EXPENSE TOTALS | \$20,800,000.00 | \$0.00 | \$20,800,000.00 | \$4,831,428.20 | \$0.00 | \$17,045,729.34 | \$3,754,270.66 | 82% | \$22,223,068.69 |
| Fund 152 - HCL Provider Participation Fund Totals | \$20,800,000.00 | \$0.00 | \$20,800,000.00 | \$4,831,428.20 | \$0.00 | \$17,045,729.34 | \$3,754,270.66 | | \$22,223,068.69 |
| Fund 153 - CDBG Disaster Recovery Prgm Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |

Hays County Schedule of Expenses

Through 06/30/23

Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Operating | .00 | 100,000.00 | 100,000.00 | .00 | .00 | .00 | 100,000.00 | 0 | 23,147.36 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 226,877.92 |
| EXPENSE TOTALS | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | 0% | \$250,025.28 |
| Fund 153 - CDBG Disaster Recovery Prgm Fund Totals | \$0.00 | \$100,000.00 | \$100,000.00 | \$0.00 | \$0.00 | \$0.00 | \$100,000.00 | | \$250,025.28 |
| Fund 154 - Park Bond 2021 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 22,868,000.00 | (4,570,377.00) | 18,297,623.00 | 52,053.00 | .00 | 1,062,132.73 | 17,235,490.27 | 6 | 1,734,116.58 |
| Capital Outlay | .00 | 4,570,377.00 | 4,570,377.00 | .00 | .00 | 2,017,376.68 | 2,553,000.32 | 44 | 17,312,184.07 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$22,868,000.00 | \$0.00 | \$22,868,000.00 | \$52,053.00 | \$0.00 | \$3,079,509.41 | \$19,788,490.59 | 13% | \$19,046,300.65 |
| Fund 154 - Park Bond 2021 Fund Totals | \$22,868,000.00 | \$0.00 | \$22,868,000.00 | \$52,053.00 | \$0.00 | \$3,079,509.41 | \$19,788,490.59 | | \$19,046,300.65 |
| Fund 155 - TX Water Development Board Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 215,000.00 | 215,000.00 | .00 | .00 | .00 | 215,000.00 | 0 | .00 |
| EXPENSE TOTALS | \$0.00 | \$215,000.00 | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | \$215,000.00 | 0% | \$0.00 |
| Fund 155 - TX Water Development Board Fund Totals | \$0.00 | \$215,000.00 | \$215,000.00 | \$0.00 | \$0.00 | \$0.00 | \$215,000.00 | | \$0.00 |
| Fund 156 - Park Bond 2022 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | 241,203.60 | (241,203.60) | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$241,203.60 | (\$241,203.60) | +++ | \$0.00 |
| Fund 156 - Park Bond 2022 Fund Totals | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$241,203.60 | (\$241,203.60) | | \$0.00 |
| Fund 161 - La Cima PID 2015 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 191.69 |
| Capital Outlay | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | 1,561,425.00 | .00 | 1,561,425.00 | .00 | .00 | 619,212.50 | 942,212.50 | 40 | 1,531,300.00 |
| EXPENSE TOTALS | \$1,561,425.00 | \$0.00 | \$1,561,425.00 | \$0.00 | \$0.00 | \$619,212.50 | \$942,212.50 | 40% | \$1,531,491.69 |
| Fund 161 - La Cima PID 2015 Fund Totals | \$1,561,425.00 | \$0.00 | \$1,561,425.00 | \$0.00 | \$0.00 | \$619,212.50 | \$942,212.50 | | \$1,531,491.69 |
| Fund 162 - La Cima PID Neigh Impr 2020 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | 145,796.00 |
| Debt Service | 500,663.00 | .00 | 500,663.00 | .00 | .00 | 169,331.25 | 331,331.75 | 34 | 509,912.50 |
| EXPENSE TOTALS | \$500,663.00 | \$0.00 | \$500,663.00 | \$0.00 | \$0.00 | \$169,331.25 | \$331,331.75 | 34% | \$655,708.50 |

Hays County Schedule of Expenses

Through 06/30/23

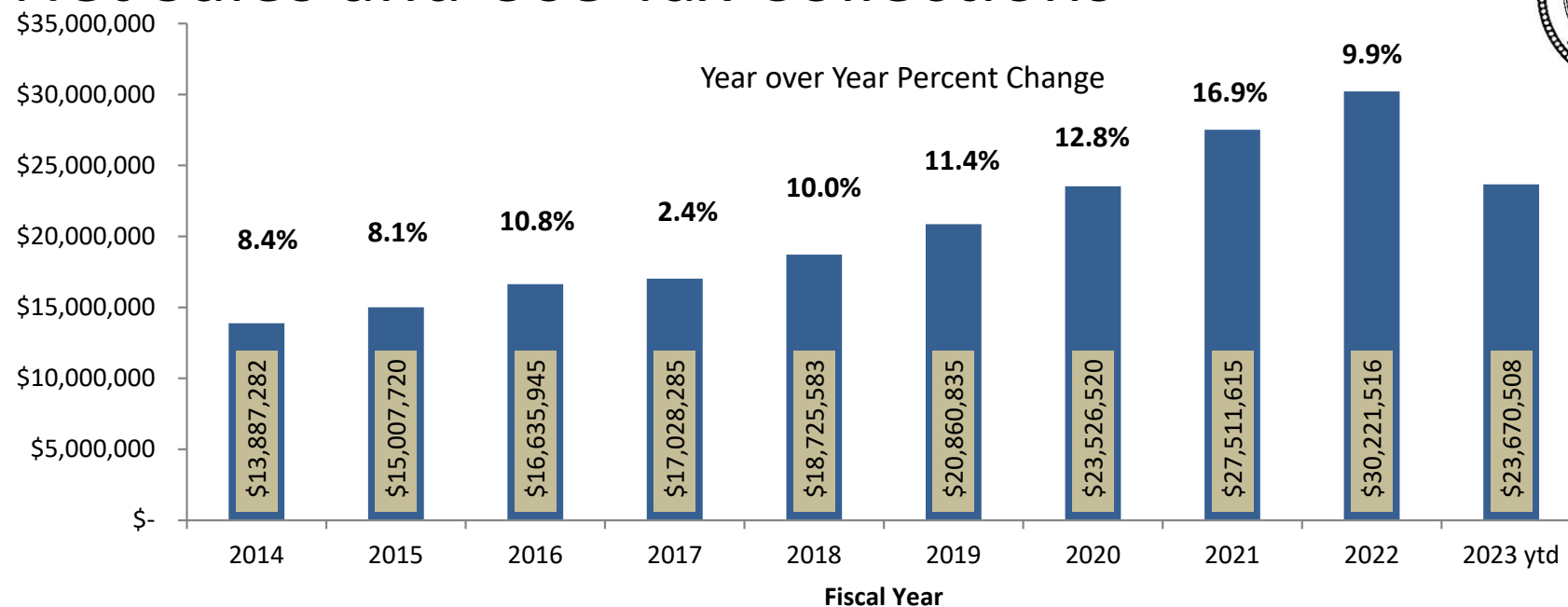
Prior Fiscal Year Activity Included

Summary Listing

| Account Classification | Adopted Budget | Budget Amendments | Amended Budget | Current Month Transactions | YTD Encumbrances | YTD Transactions | Budget - YTD Transactions | % Used/ Rec'd | Prior Year Total |
|--|-------------------|----------------------|-------------------|-------------------------------|---------------------|---------------------|------------------------------|------------------|------------------|
| Fund 162 - La Cima PID Neigh Impr 2020 Fund Totals | \$500,663.00 | \$0.00 | \$500,663.00 | \$0.00 | \$0.00 | \$169,331.25 | \$331,331.75 | | \$655,708.50 |
| Fund 163 - La CIMA PID Neigh Impr 2022 Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | 17,745,826.00 | 17,745,826.00 | .00 | .00 | 18,001,208.11 | (255,382.11) | 101 | .00 |
| Debt Service | .00 | .00 | .00 | .00 | .00 | 1,523,968.99 | (1,523,968.99) | +++ | .00 |
| EXPENSE TOTALS | \$0.00 | \$17,745,826.00 | \$17,745,826.00 | \$0.00 | \$0.00 | \$19,525,177.10 | (\$1,779,351.10) | 110% | \$0.00 |
| Fund 163 - La CIMA PID Neigh Impr 2022 Fund Totals | \$0.00 | \$17,745,826.00 | \$17,745,826.00 | \$0.00 | \$0.00 | \$19,525,177.10 | (\$1,779,351.10) | | \$0.00 |
| Fund 170 - Infrastructure Imp Fee Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | 200,000.00 | .00 | 200,000.00 | .00 | .00 | 63,865.08 | 136,134.92 | 32 | 76,076.78 |
| Capital Outlay | 1,111,753.95 | (133,404.00) | 978,349.95 | .00 | 77,055.75 | 9,154.43 | 892,139.77 | 9 | 91,236.79 |
| Capital Assets | .00 | 133,404.00 | 133,404.00 | .00 | 98,785.25 | .00 | 34,618.75 | 74 | .00 |
| Capital Assets - Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Interfund Transfers | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| EXPENSE TOTALS | \$1,311,753.95 | \$0.00 | \$1,311,753.95 | \$0.00 | \$175,841.00 | \$73,019.51 | \$1,062,893.44 | 19% | \$167,313.57 |
| Fund 170 - Infrastructure Imp Fee Fund Totals | \$1,311,753.95 | \$0.00 | \$1,311,753.95 | \$0.00 | \$175,841.00 | \$73,019.51 | \$1,062,893.44 | | \$167,313.57 |
| Fund 190 - Interest and Sinking Fund | | | | | | | | | |
| EXPENSE | | | | | | | | | |
| Operating | .00 | .00 | .00 | .00 | .00 | .00 | .00 | +++ | .00 |
| Debt Service | 42,113,496.00 | .00 | 42,113,496.00 | .00 | .00 | 31,214,497.37 | 10,898,998.63 | 74 | 40,275,928.29 |
| EXPENSE TOTALS | \$42,113,496.00 | \$0.00 | \$42,113,496.00 | \$0.00 | \$0.00 | \$31,214,497.37 | \$10,898,998.63 | 74% | \$40,275,928.29 |
| Fund 190 - Interest and Sinking Fund Totals | \$42,113,496.00 | \$0.00 | \$42,113,496.00 | \$0.00 | \$0.00 | \$31,214,497.37 | \$10,898,998.63 | | \$40,275,928.29 |
| Grand Totals | \$374,969,018.95 | \$33,845,700.00 | \$408,814,718.95 | \$26,495,397.33 | \$5,707,971.48 | \$225,683,939.62 | \$177,422,807.85 | | \$280,967,524.52 |



Net Sales and Use Tax Collections

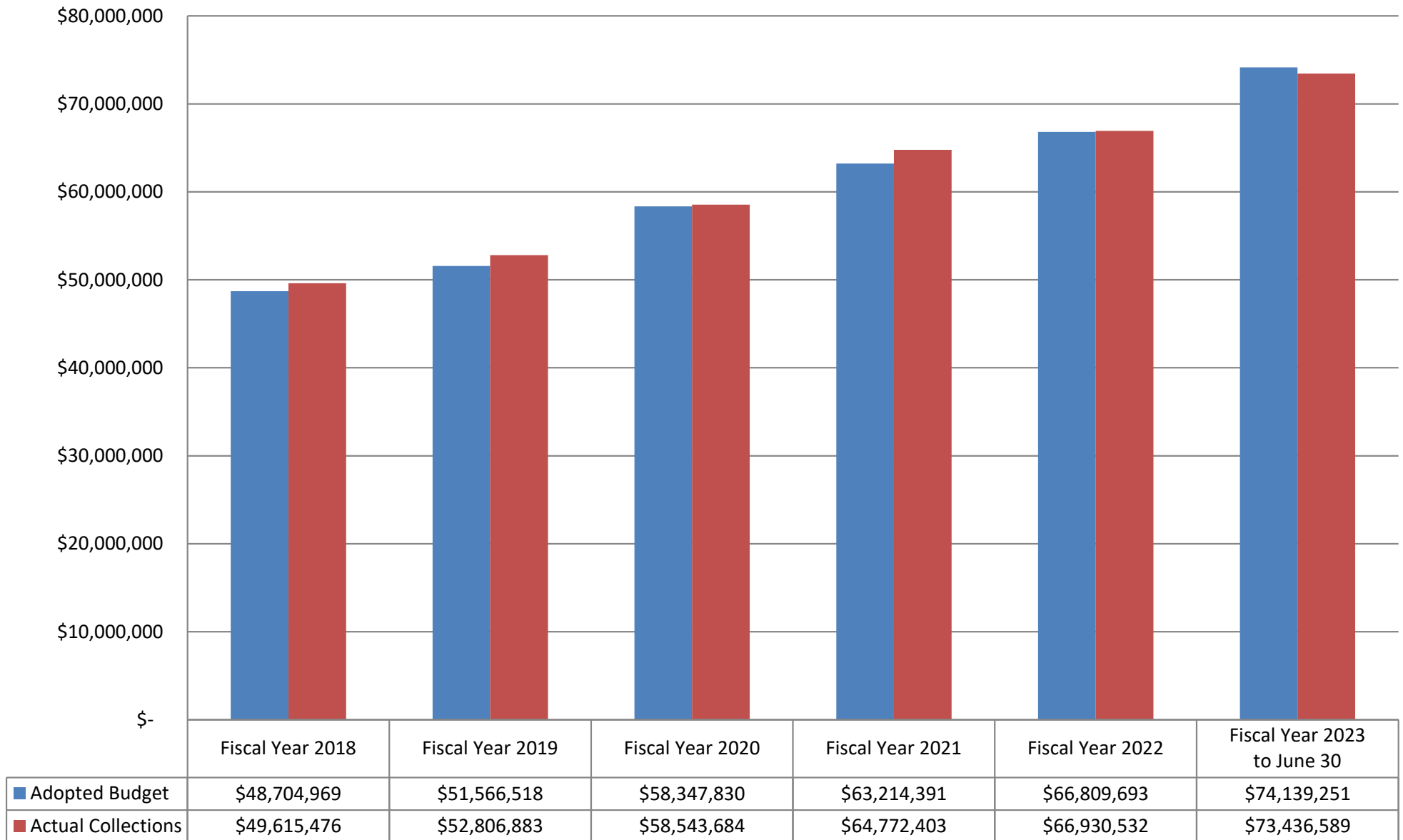


| | NET FY 2017 | NET FY2018 | NET FY2019 | NET FY2020 | NET FY2021 | NET FY2022 | NET FY2023 | (Un)favorable Difference from PY | % Increase / Decrease from PY |
|--------------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|--|-------------------------------------|
| OCTOBER | \$ 1,417,330 | \$ 1,537,238 | \$ 1,600,688 | \$ 1,905,154 | \$ 2,032,031 | \$ 2,394,294 | \$ 2,567,573 | \$ 173,279 | 8.5% |
| NOVEMBER | \$ 1,308,063 | \$ 1,280,194 | \$ 1,753,681 | \$ 1,890,059 | \$ 2,465,228 | \$ 2,575,166 | \$ 2,637,372 | \$ 62,206 | 2.5% |
| DECEMBER | \$ 1,402,739 | \$ 1,363,964 | \$ 2,100,874 | \$ 2,523,399 | \$ 2,679,813 | \$ 2,891,949 | \$ 3,020,716 | \$ 128,767 | 4.8% |
| JANUARY | \$ 1,797,229 | \$ 2,359,501 | \$ 1,493,125 | \$ 1,869,115 | \$ 1,842,981 | \$ 2,224,276 | \$ 2,362,998 | \$ 138,722 | 7.5% |
| FEBRUARY | \$ 1,213,919 | \$ 1,360,883 | \$ 1,488,519 | \$ 1,591,721 | \$ 1,559,482 | \$ 1,934,704 | \$ 2,295,395 | \$ 360,691 | 23.1% |
| MARCH | \$ 1,200,779 | \$ 1,258,936 | \$ 1,716,718 | \$ 1,827,779 | \$ 2,554,974 | \$ 2,707,480 | \$ 2,758,447 | \$ 50,967 | 2.0% |
| APRIL | \$ 1,539,708 | \$ 1,774,935 | \$ 1,752,479 | \$ 1,755,786 | \$ 2,283,256 | \$ 2,481,553 | \$ 2,490,209 | \$ 8,656 | 0.4% |
| MAY | \$ 1,309,394 | \$ 1,485,656 | \$ 1,682,123 | \$ 1,933,268 | \$ 2,281,382 | \$ 2,495,602 | \$ 2,766,403 | \$ 270,801 | 11.9% |
| JUNE | \$ 1,409,348 | \$ 1,450,335 | \$ 1,818,586 | \$ 2,228,388 | \$ 2,693,915 | \$ 2,726,072 | \$ 2,771,395 | \$ 45,323 | 1.7% |
| JULY | \$ 1,556,914 | \$ 1,663,239 | \$ 1,699,301 | \$ 1,957,979 | \$ 2,368,263 | \$ 2,478,432 | | | |
| AUGUST | \$ 1,466,745 | \$ 1,597,853 | \$ 1,807,477 | \$ 1,935,899 | \$ 2,360,005 | \$ 2,729,473 | | | |
| SEPTEMBER | \$ 1,406,118 | \$ 1,592,848 | \$ 1,947,263 | \$ 2,107,974 | \$ 2,390,285 | \$ 2,582,515 | | | |
| FY TOTAL | \$ 17,028,285 | \$ 18,725,583 | \$ 20,860,835 | \$ 23,526,520 | \$ 27,511,615 | \$ 30,221,516 | \$ 23,670,508 | \$ 1,239,412 | |
| % Increase from PY | 2.4% | 10.0% | 11.4% | 12.8% | 16.9% | 9.9% | | | |



Hays County

General Current Maintenance and Operation Property Taxes by Fiscal Year



| |
|---|
| <p>Hays County</p> <p>STATEMENT OF INDEBTEDNESS</p> <p>FYE September 2023</p> |
|---|

| Debt Issue | Purpose | Issue Date | Maturity Date | Original Amount | Average Interest Rate | Principal Outstanding 10/1/2022 | Feb-23 Principal Payments | Principal Outstanding 6/30/2023 | FY23 Principal Payment | FY23 Interest Payment | FY23 Total Payments |
|---|---|------------|---------------|-----------------|-----------------------|---------------------------------|---------------------------|---------------------------------|------------------------|-----------------------|---------------------|
| Limited Tax Refunding Bonds Series 2013 | Refunded portions of Series 2003,2004,2005,2006,2009PT1 | 5/21/2013 | 2/15/2032 | 26,225,000 | 3.10% | 2,340,000 | 1,260,000 | 1,080,000 | 1,260,000 | 68,400 | 1,328,400 |
| Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2013 | Road Improvements Texas Highway System Voter Approved - 11/4/2008 | 11/15/2013 | 2/15/2038 | 25,920,000 | 4.07% | 1,840,000 | 900,000 | 940,000 | 900,000 | 55,600 | 955,600 |
| Limited Tax Refunding Bonds Series 2014 | Refunded Portions of Series 2005 & 2009 | 9/15/2014 | 2/15/2030 | 9,105,000 | 2.63% | 7,865,000 | 55,000 | 7,810,000 | 55,000 | 279,725 | 334,725 |
| Limited Tax Refunding Bonds Series 2015 | Refunded Portions of Series 2008,2009,2009,2010 | 3/15/2015 | 2/15/2029 | 42,595,000 | 2.86% | 36,540,000 | 6,890,000 | 29,650,000 | 6,890,000 | 1,299,994 | 8,189,994 |
| Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2015 | Road Improvements Texas Highway System Voter Approved - 11/4/2008 | 4/1/2015 | 2/15/2035 | 27,410,000 | 3.26% | 11,870,000 | 1,075,000 | 10,795,000 | 1,075,000 | 426,725 | 1,501,725 |
| Special Assessment Revenue Bonds Series 2015 | La Cima Public Improvement District Major Public Improvement Project | 8/5/2015 | 9/15/2045 | 19,200,000 | 6.94% | 17,890,000 | - | 17,890,000 | 320,000 | 1,238,425 | 1,558,425 |
| Limited Tax Refunding Bonds Series 2016 | Refunded Portions of Series 2007,2008,2009(3),2010 | 2/23/2016 | 2/15/2035 | 63,030,000 | 3.87% | 44,645,000 | 1,270,000 | 43,375,000 | 1,270,000 | 1,654,700 | 2,924,700 |
| Pass-Through Toll Revenue & Unlimited Tax Bonds Series 2016 | Road Improvements Texas Highway System Voter Approved - 11/4/2008 | 9/15/2016 | 2/15/2036 | 35,065,000 | 3.40% | 28,090,000 | 1,495,000 | 26,595,000 | 1,495,000 | 997,638 | 2,492,638 |
| Limited Tax Refunding Bonds Series 2017 | Refunded Portions of Series Park 2011, Roads 2011, and PTF 2011 | 8/16/2017 | 2/15/2036 | 64,465,000 | 4.75% | 57,425,000 | 3,970,000 | 53,455,000 | 3,970,000 | 2,674,563 | 6,644,563 |
| Limited Tax Bonds Series 2017 | Public Safety Buildings Voter Approved - 11/8/2016 | 8/16/2017 | 2/15/2042 | 96,190,000 | 4.20% | 94,340,000 | 1,690,000 | 92,650,000 | 1,690,000 | 3,967,000 | 5,657,000 |
| Unlimited Tax Road Bonds Series 2017 | Public Safety Buildings Voter Approved - 11/8/2016 | 8/16/2017 | 2/15/2042 | 21,545,000 | 4.87% | 19,920,000 | 600,000 | 19,320,000 | 600,000 | 958,594 | 1,558,594 |
| Unlimited Tax Road Bonds Series 2019 | Road Improvements Voter Approved - 11/8/2016 | 8/14/2019 | 9/30/2044 | 97,035,000 | 3.81% | 96,430,000 | 320,000 | 96,110,000 | 320,000 | 3,825,150 | 4,145,150 |
| Special Assessment Revenue Bonds Series 2020 | La Cima Public Improvement District Neighborhood Improvements 1-2 | 11/12/2020 | 2/15/2050 | 9,345,000 | 3.89% | 8,840,000 | - | 8,840,000 | 165,000 | 332,663 | 497,663 |
| Limited Tax Refunding Bonds Series 2021 | Refunded Portions of Series - PTF 2015 LTR 2014, PTF 2013, LTR 2013, LTR 2012 | 9/21/2020 | 2/15/2038 | 52,090,000 | 1.87% | 51,330,000 | 1,845,000 | 49,485,000 | 1,845,000 | 841,736 | 2,686,736 |
| Limited Tax Bonds Series 2021 | Park Improvements Voter Approved - 11/3/2020 | 9/21/2020 | 2/15/2046 | 43,825,000 | 3.36% | 43,425,000 | 285,000 | 43,140,000 | 285,000 | 1,587,975 | 1,872,975 |
| Limited Tax Bonds Series 2022 | Park Improvements Voter Approved - 11/3/2020 | 12/7/2022 | 2/15/2042 | 24,060,000 | 4.51% | 24,060,000 | ¹ - | 24,060,000 | - | 767,590 | 767,590 |
| Special Assessment Revenue Bonds Series 2022 | La Cima Public Improvement District Neighborhood Improvement Area #3 | 12/22/2022 | 9/15/2052 | 20,800,000 | 5.61% | 20,800,000 | ¹ - | 20,800,000 | 880,000 | 834,654 | 1,714,654 |
| TOTALS | | | | | | 567,650,000 | 21,655,000 | 545,995,000 | 23,020,000 | 21,811,131 | 44,831,131 |

¹ Subsequent event, Issued after 10/1/2022 in December 2002

Debt serviced from property taxes for FY 2023 is as follows

| | |
|-----------------------------|------------|
| <u>*Total debt payments</u> | 44,831,131 |
|-----------------------------|------------|

| | |
|--|--------------------|
| 1. Debt serviced from Pass Thru Road revenue | (10,000,000) |
| 2. Debt paid from La Cima PID | <u>(3,770,742)</u> |
| Debt Payments Less I&S special revenue sources | 31,060,389 |
| 3. Debt paid from O65/DP Freeze Ceiling property taxes | <u>(1,500,000)</u> |
| Total debt funded from property taxes | 29,560,389 |



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Stephanie Hunt

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Smith

Agenda Item

Approve and accept the official bond for the appointed Purchasing Agent. **COHEN/SMITH/HUNT**

Summary

Bond Documents will be brought to Court.



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute a resolution certifying that Hays County has approved a \$13,000.00 grant for the Fiscal Year 2024 budget year to Combined Community Action in support for providing home delivered meals to homebound persons in the county that are elderly or disabled. **INGALSBE/DORSETT**

Summary:

The attached resolution is required by the Texas Department of Agriculture (TDA) in order to document community financial support for this effort.

Fiscal Impact:

Amount Requested: \$13,000

Line Item Number: 001-895-98-323.5800

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Funds are included in the FY24 budget for this funding.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Resolution

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Grant Funding

New Revenue Y/N?: N/A

Comments:

Attachments

Resolution



**TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL
GRANT PROGRAM**

**RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2024**

A resolution of the County of Hays (County) Texas certifying that the County has made a grant to Meals on Wheels Rural Capital Area/CCA(Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$13,000 to be used between the:

1st of October 2023 and the 30th of September 2024

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 10th day of October, 2023.

Signature

Signature of Authorized Official of the County

Ruben Becerra, Hays County Judge

Typed Name and Title



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Commissioner Cohen

Agenda Item:

Authorize corrections to the Fiscal Year 2024 budgeted purchase order rollover list. **COHEN/HUNT/DORSETT**

Summary:

During the FY24 final budget hearing, a list of purchase orders to roll was approved. There were four purchase orders in which the commodities or the service was not received or completed by 9/30/23 and need to be added to the FY24 budget. Additionally, there were four purchase orders that were rolled that were recieved or a significantly larger portion of the projets were completed. These funds will be used to offset the cost of adding the additional rollover.

| Rolled POs that came in by 9/30 | | | | | | |
|---------------------------------|-----------|---------------|---------------------|----------------------------|------------------|--------------------------------------|
| Department | PO # | Amount | G/L Account | Vendor | Description | Notes |
| Constbale 4 | 2023-1442 | \$ 854.00 | 001-638-00.5715_400 | PVP Communications | | Came in 9.19 |
| Constable 4 | 2023-1600 | \$ 3,448.00 | 001-638-33.5715_400 | Applied Concepts | | Came in 9.19 |
| Election/IT | 2023-1188 | \$ 58,007.00 | 001-645-00.5741 | Alfred Williams & Company | | only need to roll \$4539.00 |
| Maintenance | 2023-1531 | \$ 100,000.00 | 001-645-00.5741 | CT Electric | | only needed to roll \$59,250.00 |
| Pos Needed to Roll | | | | | | |
| Department | PO # | Amount | G/L Account | Vendor | Description | Notes |
| Constable 4 | 2023-1662 | \$ 1,860.04 | 001-638-00.5719_400 | Cardiac Life Products, Inc | AED Machine | did not come in by 9.30 |
| District Court | 2023-95 | \$ 4,594.85 | 001-608-00.5715_400 | LCRA | Radio/Bailiff | did not come in by 9.30 |
| Juvenile Detention | 2023-1555 | \$ 17,978.52 | 070-685-00.5741 | JM Engineering | Smoke Evack Fans | was not able to be completed by 9.30 |
| Sheriff's Office | 2023- | \$ 1,925.00 | 001-618-99-186.5206 | Parabellum | Ammo | did not come in by 9.30 |

Fiscal Impact:

Amount Requested: None

Line Item Number: Various

Budget Office:

Source of Funds: General Fund, Juvenile Detention Center Fund, Grant Funds

Budget Amendment Required Y/N?: Yes

Comments: Budget will be reduced for PO's that commodities were received and added to the line items as indicated in the summary for those items that were not received. A general fund transfer will be budgeted for the Juvenile Center project and Grant revenue will be added for the Sheriff's ammunition.

Purchasing Office:

Purchasing Guidelines Followed Y/N?:

Comments:

Auditor's Office

G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between Hays County and Pape-Dawson Engineers, Inc. regarding construction, engineer, and inspection services, pursuant to RFQ 2022-Q02, for the Centerpoint Road Project (IFB 2023-B16). **INGALSBE/BORCHERDING**

Summary:

The Transportation Department is requesting that Pape-Dawson Engineers, Inc. conduct the construction, engineer, and inspection services for the Centerpoint Road project (IFB 2023-B16) pursuant to RFQ 2022-Q02 On-Call CE&I Professional Services.

Fiscal Impact:

Amount Requested: \$213,762.84

Line Item Number: 020-710-00.5448_008

Budget Office:

Source of Funds: Road & Bridge General Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes, Request For Qualifications 2022-Q02, On-Call CE&I Professional Services

Comments:

Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

Attachments

(PE) PSA

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

- A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
- B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
- C. National Environmental Policy Act (NEPA)
- D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
- E. Americans with Disabilities Act (ADA) Regulations
- F. U.S. Army Corps Regulations
- G. International Building Code, current edition as updated
- H. Hays County Design Criteria & Project Development Manual, latest edition
- I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
- J. Hays County Protocol for Sustainable Roadsides, latest edition
- K. TxDOT Bridge Design Manual - LRFD, latest edition
- L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST
PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3 **ENGINEERING SERVICES**

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled “Engineering Services.”

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled “Work Authorization No._”, to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer’s responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4 **CONTRACT TERM**

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5

COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Two Hundred Thirteen Thousand Seven Hundred Sixty Two Dollars and Eighty Four Cents (\$213,762.84)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6

METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

- A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or
- D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Hays County's Transportation Department
Attn: Jerry Borcharding & Aaron Jones
2171 Yarrington Road
San Marcos, TX 78666

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however*, the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Andrew Edwards, P.E., LGPP

Pape-Dawson Consulting Engineers, LLC

10801 N. MoPac Expwy., Bldg. 3, Ste. 200

Austin, Texas 78759

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10

PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

- A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and
- B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11 **SUSPENSION**

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12.
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B**, and as such constitutes extra work (“Additional Engineering Services”), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15.
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16

PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17

SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18

REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20

TERMINATION

This Contract may be terminated as set forth below.

- A.** By mutual agreement and consent, in writing, of both parties.
- B.** By County, by notice in writing to Engineer, as a consequence of failure

by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

- C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21

COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22

INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO,

DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24

ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25

INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of \$2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Hays County Procurement Department
c/o: Stephanie Hunt
712 S. Stagecoach Trail, Suite 1204
San Marcos, Texas 78666

With copy to: Hays County District Attorney's Civil Division
c/o: Jordan Powell
111 E. San Antonio Street, Ste. 202
San Marcos, TX 78666

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26

COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27

SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their

successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28

SEVERABILITY

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 29

PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30

ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31

NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

With copy to:

Hays County Procurement Office
712 S. Stagecoach Trail, Ste. 1204
San Marcos, TX 78666

and to:

Office of Attorney General, Civil Division
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

Engineer:

Andrew Edwards, P.E. Pape-Dawson Consulting Engineers, LLC
10801 N. Mopac Expwy., Bldg. 3, Ste. 200
Austin, Texas 78759

ARTICLE 32

GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does

not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice,

decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a “day” or “days” shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County’s payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County’s budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33

DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator’s fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34

EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from

time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated

representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY, HAYS

PAPE-DAWSON CONSULTING ENGINEERS, LLC

By: _____

By:  _____

Printed Name: Ruben Becerra, _____

Printed Name: Dennis K. Seal _____

Title: Hays County Judge _____

Title: Vice President _____

Date: _____

Date: 10/4/2023 _____

(CORPORATE SEAL)

Attest: _____
Dr. Elaine H. Cardenas, County Clerk

Attest: _____

EXHIBIT A
Debarment & Licensing Certification

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.

Pape-Dawson Consulting Engineers, LLC

Name of Firm

[Signature]
Signature of Certifying Official

Dennis K. Seal, P.E.

Printed Name of Certifying Official

Vice President

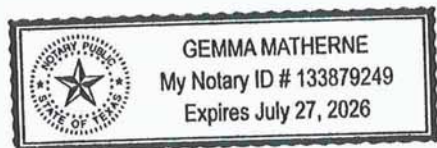
Title of Certifying Official

10/4/2023

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 Dennis Seal, P.E. on this the day of October, 2023, on behalf of said Firm.



Gemma Matherne

Notary Public in and for the State of Texas

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

My commission expires: 7/27/2026

EXHIBIT B
Engineer Services

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
CONSTRUCTION PHASE SERVICES FOR HAYS COUNTY –
CENTERPOINT ROAD IMPROVEMENTS

In general, Hays County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.
2. Assistance to the Consultant, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.
4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide timely reviews and decisions necessary for the Consultant to maintain the project work schedule. Review recommendations offered by the Consultant, progress of work, and final acceptance of all documents.
7. Submittal of documentation to regulatory agencies for review and comment, when specified.
8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
9. Post and maintain project information for public consumption on the County website.
10. Assist with Coordination between the Consultant and the County's other Consultants.
11. Negotiate with all utility companies for any agreements and/or relocations required.
12. Provide an agent as necessary to secure proposed ROW.

13. Provide any appraisal prepared for or obtained by the County in the last ten (10) years related to the whole property impacted by acquisition.
14. Provide templates for any documents to be used in the performance of the services to be signed by landowners to include the deed, easement, other applicable conveyance instruments, and the purchase contract/agreement.
15. Approve documents Consultant prepares for Notice of Intent to Acquire, Initial Offer Letter, and Final Offer Letter prior to submittal to the landowner.
16. Provide field notes and survey plats that show exceptions listed on the title commitment that impact the area of the taking.
17. Provide a summary of prior communications with impacted landowners, related to this project.
18. Provide construction observation and review contractor pay applications and progress.
19. Provide Consultant with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.
20. Review Consultant's progress, submittals, and plan changes.

**ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
CONSTRUCTION PHASE SERVICES FOR
HAYS COUNTY – CENTERPOINT ROAD IMPROVEMENTS**

PROJECT DESCRIPTION

Existing Facility

Centerpoint Rd consists of a two-lane roadway with varying vertical curves approaching Viewpoint Dr.

Proposed Facility

This project will convert existing conditions to improve intersection operational improvements by full depth reconstruction, earthwork, grading, base course, riprap concrete, MBGF, and asphaltic concrete pavement.

1. PROJECT MANAGEMENT

- a. Designate person to be responsible for the project management, and all communications with the County.
- b. INVOICE PROGRESS REPORTS, INVOICES, AND BILLINGS:
 - Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.
 - Submit monthly invoice progress status reports to the County. Invoice progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
- c. QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) PLAN:
 - For each deliverable, provide evidence of their internal review and mark-up of that deliverable as preparation for submittal and in accordance with submitted project specific QA/QC plan.
 - Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

2. CONSTRUCTION ADMINISTRATION

- a. DOCUMENT CONTROL:

- The Engineer will utilize the County's document control system, ProjectWise or SharePoint, to assure the appropriate control of documentation and reporting. Maintain and upload complete and accurate records of construction documents in County's File System. This library will contain all pertinent Project documentation and will include, but is not limited to, copies of the following:
 - Project Construction Manual/Agreement
 - Current construction plans and specifications
 - Project Diaries and correspondence
 - Construction documents including addenda, change orders, time extensions, supplemental agreements, extra work orders, plans and specification revisions, and "as built" documentation
 - Permits
 - Contract budgets, estimates and schedules
 - Testing and inspection reports
 - Submittals, RFIs and shop drawings
 - Photos
 - Construction progress payments
 - SW3P Inspections
 - Barricade Inspection Reports (form 599) will be maintained in a separate hardcopy file labeled "Not Subject To Open Records" with the CEI firm
 - Other information related to the project
- Prepare and maintain accurate and complete files of correspondence, telephone conversations, meetings, and other written documentation concerning construction activities. All records to be maintained as a part of the library.
- Maintain detailed and accurate records that are compiled throughout the course of construction, to assure adequately detailed Record Drawing documentation of completed construction activities.
- The Engineer will keep complete and accurate records of documents received and issued by all parties involved in the construction management of the project. Reviews and comments on these documents by the Engineer and others will also be recorded in the County's system and distributed to the County.

b. PROJECT COORDINATION:

- Correspondence and coordination will be handled through & with the concurrence of the County and EOR.

- Manage Project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct CEI's team/staff, correspond with the County, and assist the County and the GEC in preparing responses to Project-related inquiries.
- Assist the County preparing notifications for lane closures, detours, and traffic switches.
- The Engineer will monitor construction or maintenance activities on other project(s) which may be under construction within the boundaries of or adjacent to the Project. The Engineer will advise the County when conflicts between these projects may arise.
- Preparing a monthly Construction Oversight Reports detailing the status of construction of the project.
- The Engineer will prepare a **Weekly** Construction Progress Report detailing the status of the project. Engineer will use County template. At a minimum the report will include:
 - Time period covered
 - General progress and status of Project construction, including utility relocation and roadway closures.
 - Upcoming construction, utility relocations, and roadway closure items
 - Budget summary/cash flow information
 - Schedule review and update
 - Any major decision requiring input from the County or other stakeholders
 - Major milestones or other items of particular interest
 - Progress photographs

3. CONSTRUCTION ENGINEERING INSPECTION SERVICES

a. PRECONSTRUCTION:

- Review of contractor pre-construction submittals for compliance to contract documents.
 - Contractor Safety Point of Contact (SPOC), Contractor Responsible Person (CRP), Contractor Alternative Responsible Person, Contractor Responsible Person & Alternative Responsible Person Environmental, Contractor Project Scheduler
 - Preliminary/Baseline Schedule

- Copy of Flagger/Instructor Certifications from Contractor and Subcontractors
 - Copy of Concrete/Hot Mix Designs
 - Subcontractor Approval Requests
 - Copy of Material Sourcing Letter
 - Material on Hand Forms
 - Small/Large Construction Site Notice (CSN)
 - Notice of Intent (NOI)
- Prepare preconstruction meeting agenda utilizing County template. Organize and facilitate the preconstruction meeting for the Project.

b. CONSTRUCTION INSPECTION – (**1 Full-time Staff for 25 weeks**):

- Provide a professional qualified field organization satisfactory to the County to monitor, test, observe and manage the construction of all elements of the Project in accordance with the plans and specifications.
- Provide on-site construction inspection during the construction process to monitor the progress and quality of the work completed by the Contractor. This will include maintaining a photographic record of the construction progress.
- Meet with the Contractor, County on a **biweekly** basis for project coordination and issue resolution meetings in person or virtually. Meeting minutes will be generated and distributed to the contractor, County, and to document construction progress, issues discussed, decisions made, and items which remain unresolved.
- When on project, maintain daily a complete and accurate **digital and/or hardcopy** inspection report documenting all activities and events related to the Project and a record of all work undertaken or completed by the contractor including quantities of pay items. Diaries will be furnished to the County upon completion of the project.
- Verify Contractor's compliance with contract documents with regards to Stormwater Pollution Prevention Plan by performing **weekly** SW3P inspections and within 24 hours after rainfall events.
- Verify Contractor's compliance with contract documents regards to Traffic Control by performing [**1-daylight and 1-night inspection monthly**] Traffic Control Plan inspections.
- Provide notification of lane closures received from the Contractor to the County.

- Interpret construction documents and recommend solutions to resolve field issues.
 - Notify the County of potential construction contract changes as soon as need becomes evident.
 - Notify the County if issues arise with adjacent property owners.
 - Report accidents to the County. Record in the daily report.
 - Report field conditions that vary from the contract documents to the County as soon as differing site conditions become evident.
 - Review proposed product data and samples.
 - Support the County with issue identification.
 - Measure and document quantities of material delivered to the site.
 - Process subcontractor's requests perform commercially useful function reviews, labor interviews and certified payroll reviews.
 - Notify the County and the Contractor when work is not in conformance with the contract documents. This will include preparing Non-Conformance Reports (NCR) for tracking and recording resolution of non-conformance work.
 - Maintain a project photograph log to record construction activity and preconstruction conditions. Digital photos will be filed with the Project records and will be provided to the County as requested.
 - Additional photographs will be taken of unusual construction techniques, accidents, unsafe working conditions, damaged equipment or materials, vandalism, construction problems, potential construction claim events, or any other items deemed worthy of records.
 - Act as liaison for and make sound claims avoidance recommendations to the County, so as to proactively resolve potential and actual construction problems and conflicts.
- c. REQUESTS FOR INFORMATION - RFIs (**8** assumed):
- Log, monitor, and coordinate the Contractor's Requests for Information. Manage the RFI process to ensure timely responses are provided to the contractor. All records to be maintained.

- Attend site visits and/or meetings to collect and provide field information to the Engineer of Record (EOR), as needed, to assist with the response to RFIs from the Contractor, including preparing and maintaining an RFI log.
 - Coordinate the response of up to **8** Contractor's Requests for Information with the EOR.
 - Interpret plans and specifications and respond to up to **8** Contractor's Requests for Information.
- d. SUBMITTALS & SHOP DRAWINGS (**8** assumed):
- Log, monitor, and coordinate the contractors' submittal and receipt of fabrication plans, shop drawings, and product and/or material submittals to and from the County Designee. Manage the Submittal & Shop Drawing process to ensure timely responses are provided to the contractor.
 - Coordinate the review/processing of Contractor's submittals, including preparing and maintaining a submittal log.
 - Coordinate the response of up to **8** Submittals and Shop Drawings with the EOR.
 - Interpret plans and specifications and respond to up to **8** Contractor's Submittals.
- e. CHANGE ORDERS (**4** assumed):
- Prepare technical information for change orders as required, including reviewing pricing and quantities in change orders and negotiation of change order requests as required to obtain change order pricing acceptable to the County. Verify appropriate backup is provided. Utilize County change order template.
- f. PLAN REVISIONS FOR FIELD CHANGES:
- Establish and maintain throughout construction, a current set of contract documents (plan sheets and specifications) in the field office containing revised drawings and markups of changed conditions and field modifications. These records will be used by the Engineer in reviewing and providing recommendation to the County and the GEC on the acceptance of As-built drawings provided by the Contractor.
 - Log, monitor, and coordinate the submittal and receipt of plan revisions in order to address differing site conditions, third party accommodation, or

other owner directed changes. Plan revisions will include revision clouds around any changes, will include descriptions and quantities of changes, CAD files, and will be sealed by a professional engineer.

g. REVIEW CONTRACTOR PAY ESTIMATES (8 assumed):

- Reviewing and recommending for payment to the County and the Contractor's monthly and final payment estimate. Verify appropriate backup is provided and executed change orders incorporated. Utilize County template.
- Review of current project schedules with pay estimate.
- Certify the accuracy of all final pay quantities and make recommendations relative to final payment to the contractors.

h. CLOSEOUT:

- Reviewing and provide recommendations to the County on requests for substantial and final completion. Including performing a walkthrough, preparing a punchlist and transferring files to the County.
- Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- Performing document project closeout (final "as built" report of quantities, drawings, and specifications).
- At project completion submit a letter of certification sealed by a licensed engineer that the project was built in substantial conformity with the approved plans and specifications.
- Submit all final invoices within 60 days after contract or work order expiration.

4. MATERIALS SAMPLING AND TESTING SERVICES

- Coordinate and perform project materials testing for specification compliance in accordance with TxDOT's Guide Schedule for Sampling and Testing for the following materials:
 - Embankment materials (ordinary compaction, proof roll).
 - Flexible base.
 - Prime coat and emulsified material.
 - Coarse aggregates for surface treatments.

- Hot-mix asphalt during production and placement.
 - Hydraulic cement concrete.
- Provide quality acceptance testing for in-place materials in accordance with the Contract Documents.
 - Confirm materials meet specifications prior to acceptance. Results of tests will be documented and reported within the established timeline. Manage the process to ensure timely responses are provided to the contractor. Non-conforming results will be immediately reported to the County.
 - Review and approve fabrication inspection reports, and material and product suppliers' certificates of conformance for materials and appurtenances fabricated offsite.
 - At project completion, submit a letter of certification sealed by a licensed engineer that the materials incorporated into the project are in substantial conformity with the approved plans and specifications.

5. DELIVERABLES

- a. All contract documents, including hard copies and electronic files, will be turned over to the County 30 days after final acceptance of the project. Documents will be posted to the County's project management database as requested.

ATTACHMENT C
SCHEDULE
HAYS COUNTY- CENTERPOINT RD

| Description | Sep-23 | Oct-23 | Nov-23 | Dec-23 | Jan-24 | Feb-24 | Mar-24 | Apr-24 |
|---|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|
| Contract Award | ◇ | | | | | | | |
| Contractor Contractor Execute- Notice to Proceed | | ◇ | | | | | | |
| Coord with Contractor on schedule and prime consultant's responsibility and authority; exchange contact information, communication plan, quality assurance plan, | | ◇ | | | | | | |
| Inspect 142 working day contract | | | | | | | | |
| Inspect Final Grading, Seeding, and Punch List | | | | | | | | |
| As-built plan production and close out project | | | | | | | | |

EXHIBIT D

Fee/Rate Schedule

**FEE SCHEDULE SHALL BE INSERTED AT THE
TIME OF AGREEMENT/CONTRACT EXECUTION**



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Jerry Borcharding, P.E., Transportation Director

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of \$48,000.00 to the Professional Service Agreement with Kimley Horn & Associates, Inc. for the FM 2001 East (Graef Road to Southeast of SH 21) project in Precinct 1, as part of the 2016 Road Bond Program and amend the budget accordingly. **INGALSBE/BORCHERDING**

Summary:

This Contract Amendment increases the contract compensation cap by \$48,000.00 from \$1,200,000.00 to \$1,248,000.00. This will allow for the execution of Supplemental #5 to Work Authorization #1 which authorizes the geotechnical, TCP, and environmental services associated with adding retaining walls and turn lanes to the plans, as well as condemnation support services on remaining parcels. The Contract Amendment also amends the Exhibit D - Rate Schedule utilizing the CPI rate increase language from the Master Contract. These efforts will be funded through the 2016 Road Bond Program project number 9-644-035.

Fiscal Impact:

Amount Requested: \$48,000.00

Line Item Number: 035-802-96-644.5621_400

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond Fund (issued in 2019)

Budget Amendment Required Y/N?: Yes

Comments: N/A

\$48,000 - Increase Engineering_Operating 035-802-96-644.5621_400

(\$48,000) - Decrease General Construction 035-800-96.5611_400

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Professional Services Contract pursuant to Government Code Chpt 2254

Comments: N/A

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

FM2001East(Graef)-KHA-Amendment01

CONTRACT AMENDMENT NO. 1
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

**HAYS COUNTY ROAD BOND PROJECT:
FM 2001 (Graef Road to Southeast of SH 21) PS&E ("Project")**

THIS CONTRACT AMENDMENT NO. 1 to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and Kimley-Horn and Associated, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective October 3, 2017 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$1,200,000.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$1,200,000.00 to \$1,248,000.00.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D.

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

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

ENGINEER:

By: Brian C. Boecker
Signature

Brian Boecker
Printed Name

Senior Vice President
Title

9/26/2023
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

Carlos A. Lopez, P.E.
10/02/2023

| | | |
|-------------------------|---------|---|
| BASE (1982-84) | 100 | |
| OCTOBER 2017 PSA SIGNED | 239.067 | Consumer Price Index, South Region -- October 2017 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov) |
| JULY 2023 | 297.279 | Consumer Price Index, South Region -- July 2023 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov) |
| DELTA | 24.35% | <i>Delta = (July 2023 CPI Rate/August 2017 CPI Rate)-1</i> |

| Kimley-Horn and Associates, Inc. FM 2001 East (Graef) | | |
|--|---|-----------------------------|
| CATEGORY | RATE SCHEDULE IN PSA EXHIBIT D (per hour) | PROPOSED RATE (per hour) |
| Senior Engineer II | \$ 220.00 | \$ 273.57 |
| Senior Engineer I | \$ 180.00 | \$ 223.83 |
| Professional | \$ 150.00 | \$ 186.52 |
| Analyst | \$ 115.00 | \$ 143.00 |
| Senior Designer | \$ 135.00 | \$ 167.87 |
| Engineering Tech | \$ 85.00 | \$ 105.70 |
| Senior Support Staff | \$ 105.00 | \$ 130.57 |
| Support Staff | \$ 85.00 | \$ 105.70 |
| Fact Witness | N/A | \$ 400.00 |

| | | |
|-------------------------|---------|---|
| BASE (1982-84) | 100 | |
| OCTOBER 2017 PSA SIGNED | 239.067 | Consumer Price Index, South Region -- October 2017 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov) |
| AUGUST 2023 | 297.279 | Consumer Price Index, South Region -- July 2023 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov) |
| DELTA | 24.35% | <i>Delta = (July 2023 CPI Rate/August 2017 CPI Rate)-1</i> |

| STV FM 2001 East (Graef) | | |
|------------------------------|---|-----------------------------|
| CATEGORY | RATE SCHEDULE IN PSA EXHIBIT D (per hour) | PROPOSED RATE (per hour) |
| Project Manager | \$225.00 | \$ 279.79 |
| Senior Engineer | \$190.00 | \$ 236.26 |
| Design Engineer | \$135.00 | \$ 167.87 |
| E.I.T. | \$110.00 | \$ 136.78 |
| Cad Technician | \$115.00 | \$ 143.00 |
| Senior Utilities Coordinator | \$150.00 | \$ 186.52 |
| Utilities Coordinator | \$125.00 | \$ 155.44 |
| Admin/Clerical | \$100.00 | \$ 124.35 |

| | | |
|-------------------------|---------|---|
| BASE (1982-84) | 100 | |
| OCTOBER 2017 PSA SIGNED | 239.067 | Consumer Price Index, South Region -- October 2017 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov) |
| AUGUST 2023 | 297.279 | Consumer Price Index, South Region -- July 2023 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov) |
| DELTA | 24.35% | <i>Delta = (April 2023 CPI Rate/February 2022 CPI Rate)-1</i> |

| Professional Services Industries, Inc. FM 2001 East (Graef) | | |
|--|---|-----------------------------|
| CATEGORY | RATE SCHEDULE IN PSA EXHIBIT D (per hour) | PROPOSED RATE (per hour) |
| Chief Engineer | \$ 185.00 | \$ 230.05 |
| Senior Engineer | \$ 135.00 | \$ 167.87 |
| Graduate Engineer | \$ 90.00 | \$ 111.91 |

| | | |
|-------------------------|---------|---|
| BASE (1982-84) | 100 | |
| OCTOBER 2017 PSA SIGNED | 239.067 | Consumer Price Index, South Region -- October 2017 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov) |
| AUGUST 2023 | 297.279 | Consumer Price Index, South Region -- July 2023 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov) |
| DELTA | 24.35% | <i>Delta = (April 2023 CPI Rate/February 2022 CPI Rate)-1</i> |

| SAM, LLC FM 2001 East (Graef) | | |
|----------------------------------|---|-----------------------------|
| CATEGORY | RATE SCHEDULE IN PSA EXHIBIT D (per hour) | PROPOSED RATE (per hour) |
| Senior Project Manager | \$ 145.00 | \$ 180.31 |
| Project Manager | \$ 135.00 | \$ 167.87 |
| Senior Survey Technician | \$ 96.00 | \$ 119.38 |
| Survey Technician | \$ 89.00 | \$ 110.67 |
| 2-Man Survey Crew | \$ 130.00 | \$ 161.65 |
| 3-Man Survey Crew | \$ 160.00 | \$ 198.96 |
| Field Coordinator | \$ 95.00 | \$ 118.13 |
| Admin/Clerical | \$ 70.00 | \$ 87.04 |

| | | |
|-------------------------|---------|---|
| BASE (1982-84) | 100 | |
| OCTOBER 2017 PSA SIGNED | 239.067 | Consumer Price Index, South Region -- October 2017 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov) |
| AUGUST 2023 | 297.279 | Consumer Price Index, South Region -- July 2023 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov) |
| DELTA | 24.35% | <i>Delta = (April 2023 CPI Rate/February 2022 CPI Rate)-1</i> |

| HDR, Inc. FM 2001 East (Graef) | | |
|-----------------------------------|---|-----------------------------|
| CATEGORY | RATE SCHEDULE IN PSA EXHIBIT D (per hour) | PROPOSED RATE (per hour) |
| Principal | \$ 252.00 | \$ 313.36 |
| Project Manager | \$ 252.00 | \$ 313.36 |
| Assistant Project Manager | \$ 178.00 | \$ 221.34 |
| Acquisition Agent III | \$ 149.00 | \$ 185.28 |
| Acquisition Agent II | \$ 119.00 | \$ 147.98 |
| Acquisition Agent I | \$ 104.00 | \$ 129.32 |
| Relocation Agent III | \$ 164.00 | \$ 203.93 |
| Relocation Agent II | \$ 119.00 | \$ 147.98 |
| Relocation Agent I | \$ 104.00 | \$ 129.32 |
| Review Appraiser | \$ 155.00 | \$ 192.74 |
| Tech (Review Appraiser) | \$ 89.00 | \$ 110.67 |
| Tech (Acquisition) | \$ 89.00 | \$ 110.67 |
| Tech (Relocation) | \$ 89.00 | \$ 110.67 |
| Administration/Accounting | \$ 89.00 | \$ 110.67 |

| | | |
|-------------------------|---------|---|
| BASE (1982-84) | 100 | |
| OCTOBER 2017 PSA SIGNED | 239.067 | Consumer Price Index, South Region -- October 2017 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov) |
| AUGUST 2023 | 297.279 | Consumer Price Index, South Region -- July 2023 : Southeast Information Office : U.S. Bureau of Labor Statistics (bls.gov) |
| DELTA | 24.35% | <i>Delta = (April 2023 CPI Rate/February 2022 CPI Rate)-1</i> |

| Paul Hornsby & Co FM 2001 East (Graef) | | |
|---|---|-----------------------------|
| CATEGORY | RATE SCHEDULE IN PSA EXHIBIT D (per hour) | PROPOSED RATE (per hour) |
| Paul Hornsby | \$ 395.00 | \$ 491.18 |
| MAI Staff Appraisers | \$ 295.00 | \$ 366.83 |
| State Certified Appraisers | \$ 225.00 | \$ 279.79 |
| Land Planning | \$ 175.00 | \$ 217.61 |
| Research Staff | \$ 150.00 | \$ 186.52 |
| Administrative Staff | \$ 75.00 | \$ 93.26 |



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Ingalsbe

Agenda Item

Discussion and possible action to call for a public hearing on October 24, 2023 to establish a No Dumping zone on Goforth Road and Rohde Road. **INGALSBE/BORCHERDING**

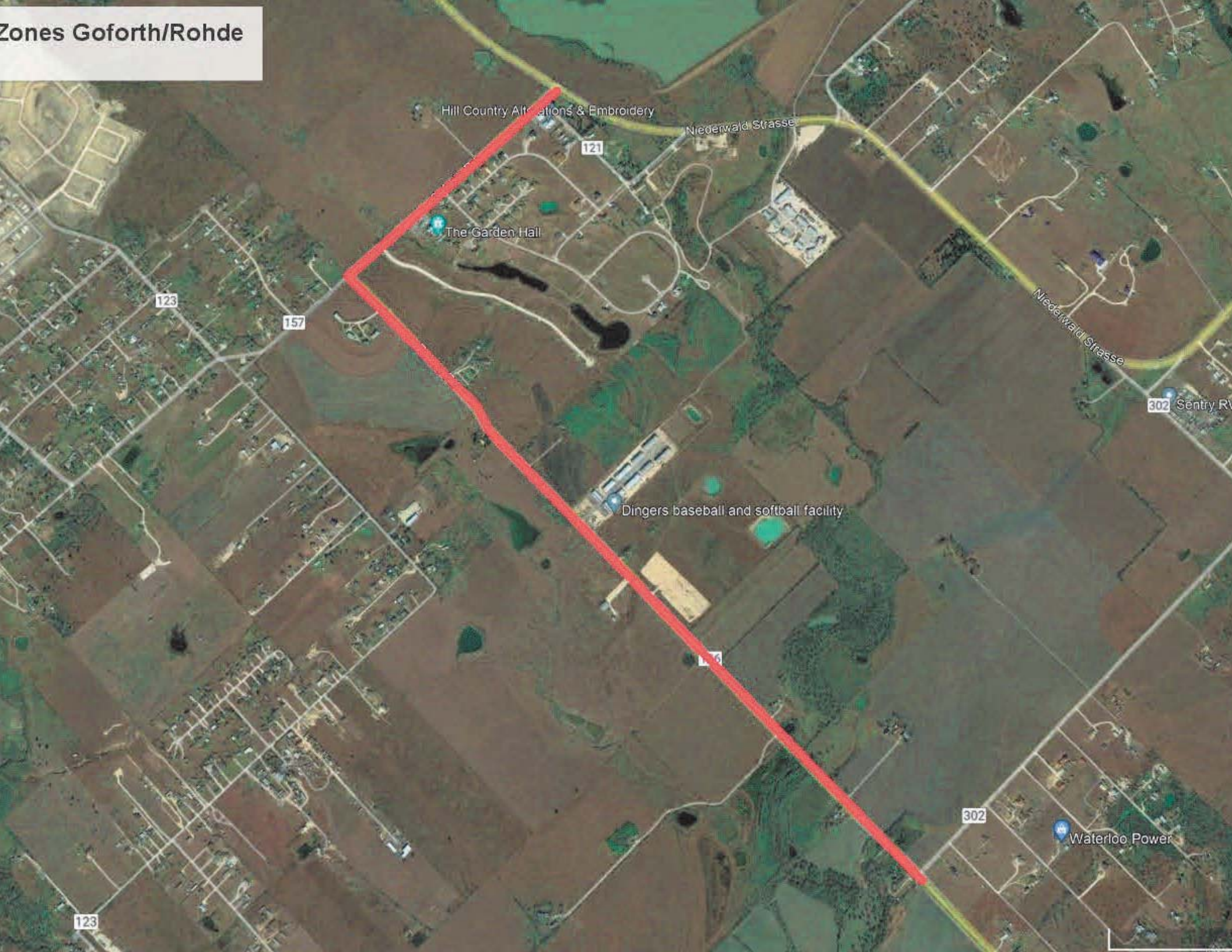
Summary

In response to a request by local property-owners, there is a need to establish a No Dumping zone on Goforth Road and Rohde Road. Zone will begin at Graef Road and end at FM2001 (See attached map).

Attachments

Goforth Rohde Road No Dumping

Zones Goforth/Rohde





Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Jerry Borcharding

Sponsor:

Commissioner Shell

Agenda Item

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. **SHELL/BORCHERDING**

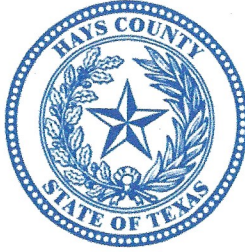
Summary

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

Attachments

6 Creeks Ph.1, Sec. 12

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

October 10 , 2023

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

RE: 6 Creeks subdivision, Phase 1, Section 12

Dear Commissioners and Judge:

Becky Carroll, P.E., with Pape-Dawson Engineers, is requesting that Hays County accept construction of the roads and surface drainage improvements for 6 Creeks subdivision, Phase 1, Section 12, release the letter of credit #23010350 in the amount of \$48,344.00, accept the 2-year maintenance bond #4461009 in the amount of \$52,704.60, and accept the 1-year revegetation bond #4461011 in the amount of \$5,928.00. 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

May 30, 2023

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

Re: Engineer's Concurrence for Project Acceptance

Dear Mr. Parman:

Project: 6 Creeks-Phase 1, Section 12
Date: May 30, 2023
Developer: HM 6 Creeks Development, Inc.
2901 Bee Caves Road, Suite F
Austin, TX 78746

Consultant Engineer: Pape-Dawson Engineers, Inc.
Attn: Becky Carroll, P.E.
2000 NW Loop 410
San Antonio, TX 78213

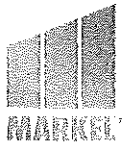
On this date, I, the undersigned Professional Engineer in the State of Texas, confirm that a member of my staff had met with the Project Contractor, City of Kyle and Hays County and made a final visual observation of the above referenced project. The items noted during the final Hays County walk-through on April 24, 2023 have been addressed and no other discrepancies from the approved plans were found other than those identified on the Plan of Record. I, therefore, recommend acceptance of this project by the City of Kyle and Hays County.

Sincerely,
Pape-Dawson Engineers, Inc.



Becky Carroll, P.E.
Vice President

P:\81\41\37\Word\Letters\230405a1 HaysCo- Concurrence Letter.docx



Bond No. 4461009

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as Principal, and **SureTec Insurance Company**, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042 (*address*), a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County as Obligee, in the penal sum of Fifty Two Thousand Seven Hundred Four and 60/100's Dollars (\$52,704.60) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: 6 Creeks - Phase 1, Section 12, Street Improvements.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year(s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of Two year(s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 12th day of April, 2023.

Signatures on following page

Collin Bland
Vice President, Bland Inc.
General Partner

Principal: Joe Bland Construction,
LP

By: 
Signature

Name: COLLIN BLAND
Title: VICE PRESIDENT

SureTec Insurance Company

By: 
Signature

Name: Brad Ballew
Attorney-in-Fact

*The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage
Information and Limitations*

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

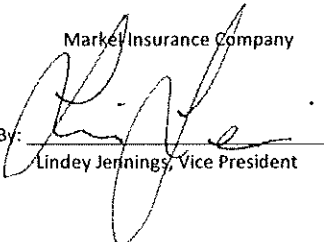
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



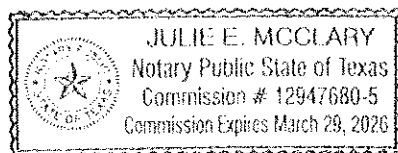
Markel Insurance Company

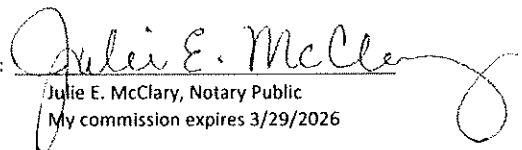
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

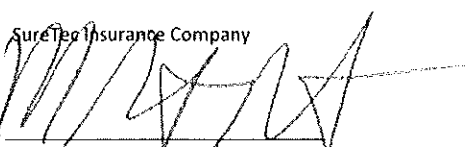


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

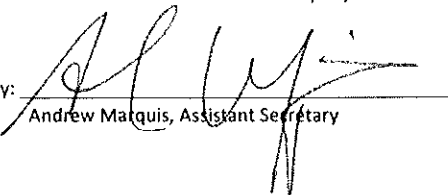
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 12th day of April, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Matquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



Bond No. 4461011

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Joe Bland Construction, LP as Principal, and **SureTec Insurance Company**, 2103 CityWest Boulevard, Suite 1300, Houston, TX 77042 (*address*), a corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County as Obligee, in the penal sum of Five Thousand Nine Hundred Twenty Eight and 00/100's Dollars (\$5,928.00) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed, and owner has inspected and accepted as being complete in accordance with applicable design documents (failing which, this bond shall become effective only upon such completion and inspection) that certain work (herein referred to as the "Work") described as: 6 Creeks - Phase 1, Section 12, Revegetation.

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of One year(s) after substantial completion of the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, before the expiration of the period of One year(s) from and after date of substantial completion of the Work, then this obligation shall be void, otherwise to remain in full force and effect.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Owner to perform owner-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

Surety's liability on any performance bond previously executed in connection with the Work shall terminate automatically upon acceptance of this Bond and Surety's liability shall thereafter be determined exclusively in accordance with the terms of this Bond.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 13th day of April, 2023.

Signatures on following page

**Principal: Joe Bland Construction,
LP**

By:  **Signature**
Collin Bland
Vice President, Bland Inc.
General Partner

Name: Collin Bland
Title: VICE PRESIDENT

SureTec Insurance Company

By:  **Signature**

Name: **Brad Ballew**
Attorney-in-Fact

*The Rider(s) Attached Hereto Is/Are Incorporated in the Bond and Contains Important Coverage
Information and Limitations*

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

David S. Ballew, Brad Ballew, Connie Davis, David Fernea

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

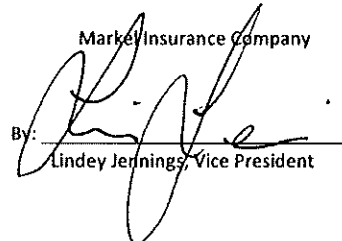
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of January, 2023.

SureTec Insurance Company

By: 
Michael C. Keimig, President



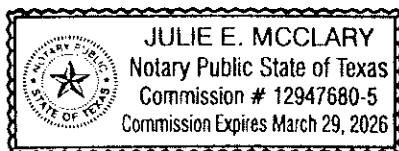
Markel Insurance Company

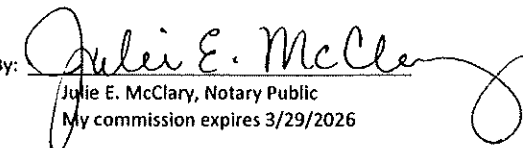
By: 
Lindey Jennings, Vice President

State of Texas
County of Harris:

On this 25th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

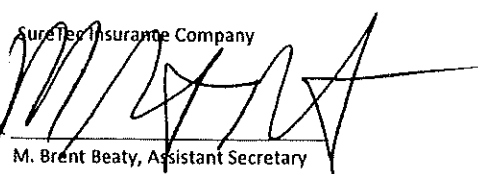


By: 
Julie E. McClary, Notary Public
My commission expires 3/29/2026

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 13th day of April, 2023.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Malquis, Assistant Secretary

SureTec Insurance Company

IMPORTANT NOTICE

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9500 Arboretum Blvd., Suite
400
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-
9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.



Hays County Commissioners Court

Date: 10/10/2023

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 #2331900 in the amount of \$84,007.93, and acceptance of the revegetation bond #2331900 in the amount of \$14,176.89 for Prairie Lakes Phase 1, Section 2.

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 1-2 Accept Construction

**HAYS COUNTY
TRANSPORTATION DEPARTMENT**



P.O. BOX 906
San Marcos, TX 78667

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

October 10, 2023

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

RE: Prairie Lakes Phase 1, Section 2

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 2, release the performance bond #016239057 in the amount of \$1,354,884.61 and accept the 2-year maintenance bond #2331900 in the amount of \$84,007.93 and 1-year revegetation bond #2331900 in the amount \$14,176.89. 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



8/11/2023

RE: Prairie Lakes Phase 1 Section 2
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 August 11, 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 SU, 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 2 Paving, Drainage, Water & Wastewater Improvements project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits.

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.: 2331900

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 Eighty-four Thousand Seven & 93/100
U.S. Dollars (\$84,007.93) 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 10/3/22 for
Prairie Lakes Phase 1 Section 2 - 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 Prairie Lakes Phase 1 (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 22nd day of August, 2023.

Liberty Civil Construction, LLC
(Principal)

By: [Signature]
Michael Ehrhardt President
Swiss Re Corporate Solutions America Insurance Corporation

By: [Signature]
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 22 day of Aug, 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 concniente 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.: 2331900

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 Fourteen Thousand One Hundred Seventy-Six and 89/100
U.S. Dollars (14,176.89) 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 2 - 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. 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 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**

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.



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Marcus Pacheco

Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Phasing Agreement for the Prairie Lakes (Dieciaseis Tract) Subdivision between Hays County and Dieciaseis, LLC. **COHEN/PACHECO**

Summary:

The Dieciaseis Tract of Prairie Lakes consists of approximately 1,600 single-family lots across 611.759 acres of land. The developer anticipates a 7-year build out for 6 phases currently planned. The execution of this agreement will ensure the project is allowed to move forward with current development regulations and fees while allowing Hays County to adopt reasonable timelines for approvals for all final phases.

Fiscal Impact:

Amount Requested: NA

Line Item Number: 020.2010_191

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N?: NA

Comments: NA

Auditor's Office:

G/L Account Validated Y/N?: Deferred Revenue Liability Account

New Revenue Y/N?: TDB during phase completion

Comments: NA

Attachments

Prairie Lakes (Dieciaseis Tract) Phasing Agreement

PHASING AGREEMENT

PRAIRIE LAKES SUBDIVISION

THIS PHASING AGREEMENT (the “*Agreement*”) is for the Prairie Lakes Subdivision, is made and entered into and effective as of ____ day of _____, 2023 (“*Effective Date*”) by and between **Hays County, Texas** (the “*County*”) and **Diecieseis, LLC**, a Texas limited liability company (“*Declarant*”). The County and Declarant are sometimes referred to jointly as the “*Parties*”. The Parties agree as follow:

Purposes and Consideration

- 1.01. Declarant is the owner of approximately 611.759 acres of land in Hays County, Texas, as more particularly described on Exhibit “A” attached hereto (the “*Property*”). The Property is out of a larger tract being developed as “*Prairie Lakes*”. 590.2 acres of the Property is in the extraterritorial jurisdiction of the City of Kyle.
- 1.02. Declarant is authorized to enter into this Phasing Agreement with the County pursuant to Texas Local Government Code Chapter 232, Subchapter E and Chapter 771 of the Hays County Development Regulations.
- 1.03. Declarant desires to subdivide the Property as a single-family residential subdivision described by the Concept Plan attached hereto as Exhibit “B”. This Agreement applies only to Parcels 1, 2, 3, 5, 6, 7, 18, 20, 21, and 22 (single family residential) and the amenity center site (approximately 3.1 acres), and associated parkland and open space as shown on Exhibit “B”.
- 1.04. The Parties acknowledge that the benefits to the Parties described in the Agreement meet or exceed the minimum requirements of both Texas law and Hays County Development Regulations as being good and valuable consideration.

The Project

- 2.01. The Project, as that term is described in Texas Local Government Code Chapter 245, includes the following: the master planning and subdivision platting of the Property and other property comprising Prairie Lakes into approximately 2,300 single-family residential sites; laying out streets, parks and other open space; drainage facilities; utilities installation; construction of water, sewer lines and storage facilities. A maximum of 1,600 single-family residential sites will be located on the Property. The Project is subject to the Hays County Development Regulations as of the date hereof, including fees, as they existed on the Effective Date of this Agreement, except as modified in the Agreement.
- 2.02. Declarant has designed and plans to develop, install, and construct the Project in multiple phases, which are included in the Phasing Plan, attached hereto as Exhibit “C”. The Parties acknowledge and agree that the actual construction may vary from the proposed timing and proposed phase boundaries as necessary to improve the overall design of the Project. The

Parties further agree that such variations are acceptable per this Agreement. Provided, however, that the total number of home sites may not exceed 1,600.

- A. Declarant will be submitting a preliminary plan that will include all the phases listed in the Master Concept plan. The proposed number of home sites in the final plat of each phase may also vary from the approved Preliminary Plan by plus or minus ten percent (10%), or an additional amount if such additional amount is acceptable to Hays County.
- B. Declarant agrees to submit plat applications for a particular phase by the end of the calendar year corresponding to that phase in Exhibit "C". Provided, however, Declarant may submit to the County, and the County will approve an updated Exhibit "C" extending the time period for a phase, or phases, as long as the Declarant provides the updated Exhibit "C" to the County at least sixty (60) days prior to end of the calendar year corresponding to the phase being modified. In such event, the updated Exhibit "C" shall replace the current Exhibit "C" and be deemed incorporated into this Agreement. If Declarant fails to timely submit applications or modify the timelines pursuant to this Section, then this Agreement shall terminate and the Project shall expire. Any future development of the Property may be negotiated in a future Development Agreement, which shall be subject to the rules then applicable to subdivisions and development.
- C. Declarant agrees to pay a review fee of \$450.00 per lot. The fee is due upon submittal with the final plat for each phase. The \$450.00 per lot review fee is based on the total number of residential lots in each final plat submitted. No other fee shall be required.
- D. Declarant agrees to construct certain turn lanes and traffic signals within and outside the Property, as described and depicted in Exhibit "F" attached hereto and made a part hereof (the "*Traffic Mitigation Improvements*"); provided, however, Declarant shall not be obligated to incur costs and expenses in excess of \$2,024,554.00 (the "*TMI Cap*") with respect to the Traffic Mitigation Improvements. If Declarant determines that the costs of the Traffic Mitigation Improvements will exceed the TMI Cap, Declarant shall notify the County and the County may either (i) elect to complete all Traffic Mitigation Improvements for which costs will exceed the TMI Cap; or (ii) agree in writing to reimburse Declarant for all costs and expenses of the Traffic Mitigation Improvements which exceed the TMI Cap, in which event Declarant will complete the Traffic Mitigation Improvements and deliver an invoice for such excess costs, which the County shall pay within thirty (30) days after receipt.

2.03. This Agreement shall remain in effect until December 31, 2033.

County Roadway and Drainage Standards

- 3.01. The applicable roadway standards for roadways within the Property are the roadway standards in Chapter 721 of the Development Regulations, as those regulations exist as of the Effective Date, except as modified by this Agreement (the “*Roadway Standards*”). The applicable drainage standards for drainage within the Property are the storm water management standards in Chapter 725 of the Development Regulations, as those regulations exist as of the Effective Date, except as modified by this Agreement (the “*Drainage Standards*”). Except as otherwise set forth in this Agreement, all roadways and driveways within the Property shall be built in accordance with the Roadway Standards and Drainage Standards. Exhibit “D” attached hereto and incorporated herein provides design standards for roadways within the Project and any applicable variances to the Roadway Standards for the Project.
- 3.02. Declarant may dedicate right-of-way and additional right-of-way in excess of the County minimum right-of-way width set forth in the Roadway Standards and Drainage Standards, and in such event, the County agrees to grant a license to the Declarant, or a municipal utility district or other governmental entity, in general accordance with the form attached hereto as Exhibit “E”, to allow for the construction, installation, maintenance, repair and operation of landscaping improvements, irrigation, lighting, sidewalks or trails and related improvements within the right-of-way.

Assignment of Commitments and Obligations

- 4.01. Declarant may assign its rights and obligations to one or more purchasers of all or any portion of the Property.
- 4.02. Upon approval of the Master Concept Plan, this Agreement and the associated Master Concept Plan shall be binding on the Parties, their successors and assigns and shall be effective for the duration through the final phase shown in Exhibit “C”, unless expired under the provisions set forth in this Agreement or renewed and extended by the Parties’ mutual agreement.

Default

- 5.01. Notwithstanding anything herein to the contrary, no Party shall be in default until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of 30 business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement.

Notices

- 6.01. Any notice given by any party shall be in writing and may be effected by personal delivery or by sending said notice by registered or certified mail, return receipt requested, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to Hays County shall be addressed to:

Hays County Development Services
Marcus Pacheco
2171 Yarrington Drive, Ste. 100
Kyle, Texas 78640

Any notice mailed to Declarant shall be addressed to:

Diecieseis, LLC
Attn: Reagan Horton
1501 Alta Drive
Fort Worth, Texas 76107

Any party may change the address for notice by giving notice of such change to the other party.

Entire Agreement

- 7.01. This Agreement, together with any exhibits attached, constitutes the entire Agreement between Parties. The Agreement may not be amended except in writing signed by all Parties and dated after the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

The above-stated Phasing Agreement for the Prairie Lakes Subdivision is EXECUTED in multiple originals to be effective as of ____ day of _____, 2023.

HAYS COUNTY TEXAS

By: _____

Name: _____

Title: _____

On Behalf of Hays County

Date: _____, 2023

Attest: _____

Elaine Hanson Cardenas, MBA, PhD
Hays County Clerk

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[DECLARANT'S SIGNATURE ON FOLLOWING PAGE]

DECLARANT:

Diecieseis, LLC

(a Texas limited liability company)

By: _____

Name: _____

Title: _____

EXHIBIT "A"

FIELD NOTES FOR A 611.759 ACRE TRACT OF LAND OUT OF THE Z. HINTON SURVEY NUMBER 4, ABSTRACT 219 AND THE NEILL McLEAN SURVEY NUMBER 164, ABSTRACT 326, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CALLED 793.3 ACRE TRACT OF LAND AS CONVEYED TO KY-TEX PROPERTIES, INC. BY INSTRUMENT RECORDED IN VOLUME 185, PAGE 391 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 793.3 ACRE TRACT AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 144, PAGE 27 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF THE CALLED 201.80 ACRE TRACT OF LAND AS CONVEYED TO KY-TEX PROPERTIES, INC. BY WARRANTY DEED RECORDED IN VOLUME 263, PAGE 545 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 201.80 ACRE TRACT AS DESCRIBED BY INSTRUMENT RECORDED IN VOLUME 247, PAGE 512 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 611.759 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod found on the occupied easterly right-of-way line of County Road 212 (S. Turnerville Road) at the north corner of the called 147.098 acre tract as conveyed to Lance Oehler by Warranty Deed recorded in Document No. 19038847 of the Official Public Records of Hays County, Texas, at the most westerly corner of the above-described 793.3 acre tract, for the most westerly corner and **POINT OF BEGINNING** of the herein described tract, from which a 5/8-inch iron rod found for reference bears S 01°25'04" E a distance of 7.89 feet;

THENCE, with the occupied easterly right-of-way line of said County Road 212, generally as fenced, the following three (3) courses:

- 1) N 43°17'16" E a distance of 1,769.50 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) N 43°52'29" E a distance of 396.18 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and
- 3) N 43°35'53" E a distance of 558.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;

THENCE, with the easterly right-of-way line of said County Road 212 as dedicated by Deed recorded in Document Number 21001231 of the Official Public Records of Hays County, Texas, the following seven (7) courses:

- 1) S 46°58'29" E a distance of 22.51 feet to a 1/2-inch iron rod with cap stamped "CFA INC" found;

- 2) N 43°13'28" E a distance of 165.04 feet to a 1/2-inch iron rod with cap stamped "CFA INC" found;
- 3) S 46°47'12" E a distance of 29.98 feet to a 1/2-inch iron rod with cap stamped "CFA INC" found;
- 4) N 43°11'29" E a distance of 139.91 feet to a 1/2-inch iron rod with cap stamped "CFA INC" found;
- 5) N 46°51'28" W a distance of 30.04 feet to a 1/2-inch iron rod with cap stamped "CFA INC" found;
- 6) N 43°09'18" E a distance of 160.02 feet to a 1/2-inch iron rod with cap stamped "CFA INC" found; and
- 7) N 46°53'06" W a distance of 23.03 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for corner;

THENCE, with the occupied easterly right-of-way line of said County Road 212, generally as fenced, the following three (3) courses:

- 1) N 42°28'27" E a distance of 161.01 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) N 43°10'14" E a distance of 1,367.35 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and
- 3) N 47°13'02" E a distance of 72.75 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection with the southerly right-of-way line of County Road 107 (Satterwhite Road), at the most northerly corner of said 793.3 acre tract, for the most northerly corner of the herein described tract;

THENCE, with the occupied southerly right-of-way line of said County Road 107, generally as fenced, the following five (5) courses:

- 1) S 60°54'37" E a distance of 924.63 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) S 62°04'51" E a distance of 373.43 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 3) S 61°03'39" E a distance of 1,578.83 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 4) S 61°37'39" E a distance of 610.31 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and

-
- 5) S 61°03'09" E a distance of 1,139.61 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the intersection with the westerly right-of-way line of said County Road 107;

THENCE, with the occupied westerly right-of-way line of said County Road 107, generally as fenced, the following five (5) courses:

- 1) S 16°09'38" W a distance of 19.79 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 2) S 43°28'59" W a distance of 680.27 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point;
- 3) S 43°53'54" W a distance of 411.35 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point of the herein described tract;
- 4) S 43°13'23" W a distance of 622.61 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an angle point; and
- 5) S 43°42'03" W a distance of 915.53 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at an outside exterior corner of said right-of-way, at an interior corner of said 793.3 acre tract, for an interior corner of the herein described tract;

THENCE, with the occupied southerly right-of-way line of said County Road 107, generally as fenced, S 46°30'15" E a distance of 678.42 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on the northerly City of Niederwald Extraterritorial Jurisdiction (ETJ) line and the southerly City of Kyle ETJ line for an easterly corner of the herein described tract;

THENCE, departing the southerly right-of-way line of said County Road 107, over and across said 793.3 acre tract and said 201.80 acre tract with the common ETJ lines of City of Kyle and City of Niederwald, the following three (3) courses:

- 1) S 43°09'09" W a distance of 242.87 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;
- 2) S 43°16'22" W a distance of 1,020.16 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;
- 3) S 43°22'32" W a distance of 831.83 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the north corner of a called 10.010 acre tract of land as conveyed to Kelly Oshieles, et al by instruments recorded in Document Numbers 21011577, 21011578, 21011579, 21019420 and 21019421, all of the Official Public Records of Hays County, Texas, for a corner of the herein described tract;

THENCE, continuing with the common ETJ lines of City of Kyle and City of Niederwald and the northwest line of said 10.010 acre tract, the following three (3) courses:

- 1) S 43°22'32" W a distance of 164.31 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;
- 2) S 43°22'31" W a distance of 111.62 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point; and
- 3) S 43°22'32" W a distance of 268.57 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the west corner of said 10.010 acre tract, for a corner of the herein described tract;

THENCE, departing the northwest line of said 10.010 acre tract, continuing with the common ETJ lines of City of Kyle and City of Niederwald, the following seventeen (17) courses:

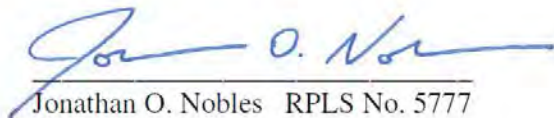
- 1) S 82°05'45" W a distance of 189.66 feet to a calculated angle point;
- 2) S 81°16'46" W a distance of 194.92 feet to a calculated angle point;
- 3) S 77°35'33" W a distance of 172.76 feet to a calculated angle point;
- 4) S 73°50'33" W a distance of 172.76 feet to a calculated angle point;
- 5) S 70°05'33" W a distance of 172.76 feet to a calculated angle point;
- 6) S 66°20'36" W a distance of 27.82 feet to a calculated angle point;
- 7) N 68°39'30" W a distance of 18.24 feet to a calculated angle point;
- 8) N 72°24'27" W a distance of 172.76 feet to a calculated angle point;
- 9) N 76°09'27" W a distance of 172.76 feet to a calculated angle point;
- 10) N 79°54'27" W a distance of 172.76 feet to a calculated angle point;
- 11) N 83°39'27" W a distance of 172.76 feet to a calculated angle point;
- 12) N 87°24'27" W a distance of 172.76 feet to a calculated angle point;
- 13) S 88°50'32" W a distance of 172.76 feet to a calculated angle point;
- 14) S 85°05'33" W a distance of 172.76 feet to a calculated angle point;
- 15) S 82°48'22" W a distance of 37.86 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set for an angle point;
- 16) N 66°04'00" W a distance of 65.95 feet to a calculated angle point; and

17) N 68°39'27" W a distance of 75.08 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set on a westerly line of said 201.80 acre tract and an easterly line of said Oehler 147.098 acre tract, for the southwest corner of the herein described tract, from which a 5/8-inch iron rod with aluminum cap stamped "BARNES REFERENCE MONUMENT" found at the most southerly corner of said Oehler 147.098 acre tract bears S 43°14'27" W a distance of 523.37 feet;

THENCE, with a westerly line of said 201.80 acre tract and an easterly line of said Oehler 147.098 acre tract, N 43°14'27" E a distance of 936.22 feet to a 1/2-inch iron rod with cap stamped "BGE INC" set at the most easterly corner of said Oehler 147.098 acre tract, on the south line of said 793.3 acre tract, at the most northerly corner of said 201.80 acre tract, for an inside corner of the herein described tract, from which an 5/8-inch iron rod with aluminum cap stamped "BARNES REFERENCE MONUMENT" found for reference, bears S 78°20'07" W, a distance of 10.36 feet;

THENCE, with the southerly line of said 793.3 acre tract and the northerly line of said Oehler 147.098 acre tract, generally as fenced, N 46°56'35" W a distance of 3,514.41 feet to the **POINT OF BEGINNING** and containing 611.759 acres of land, more or less.

I hereby certify that these notes were prepared by BGE from a survey made on the ground on August 26, 2020 and updated on October 20, 2021 under my supervision and are true and correct to the best of my knowledge. Bearing orientation is based on the Texas State Plane Coordinate System, NAD 83, South Central Zone.


Jonathan O. Nobles RPLS No. 5777

BGE, Inc.

101 West Louis Henna Blvd, Suite 400

Austin, Texas 78728

Telephone: (512) 879-0400

TBPELS Licensed Surveying Firm No. 10106502



10/25/2021

Date

Date: October 25, 2021

Project No.: 8008-00

EXHIBIT “B”

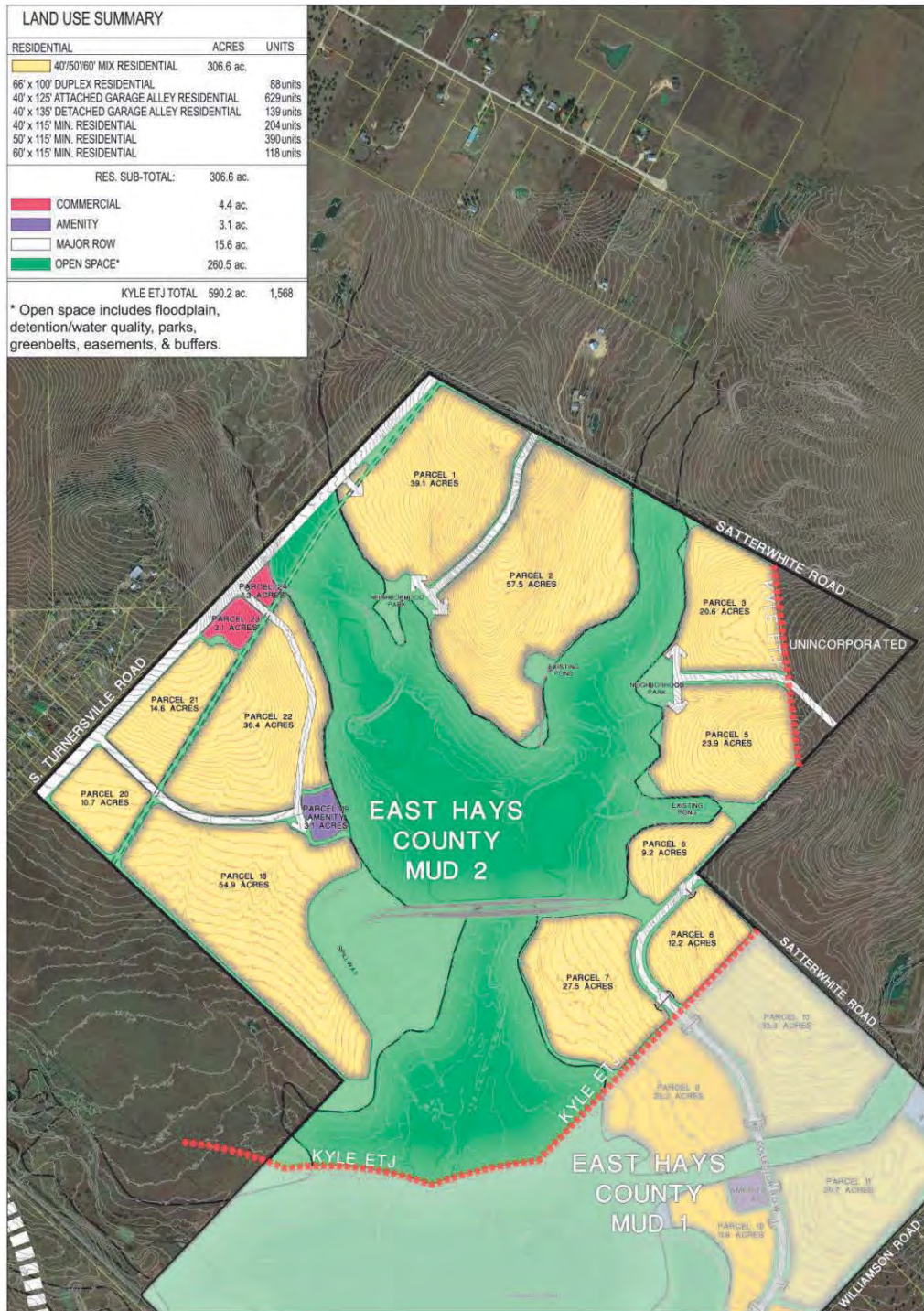


EXHIBIT “C”

PROPOSED PHASING PLAN

| PHASE | APPROXIMATE LOT COUNT | FINAL PLAT SUBMISSION |
|-------------------|----------------------------------|------------------------------|
| Phase 3 | 239 Lots | Anticipated 2024 |
| Phase 4 | 312 Lots | Anticipated 2025 |
| Phase 5 Section 1 | 226 Lots | Anticipated 2026 |
| Phase 5 Section 2 | 240 Lots | Anticipated 2027 |
| Phase 6 Section 1 | 188 Lots | Anticipated 2028 |
| Phase 5 Section 2 | 194 Lots | Anticipated 2029 |
| Phase 6 Section 3 | 186 Lots | Anticipated 2030 |

EXHIBIT “D”

ROADWAY DESIGN STANDARDS

Minor Collector Road (60' ROW)

| Standard | Prairie Lakes Standard | Hays County Standard |
|---|-------------------------------|-----------------------------|
| Average Daily Traffic (ADT- One Way Trips) | < 2500 | 1001 - 2500 |
| Design Speed (mph) | 35 | 35 |
| No. of Travel Lanes | 2 | 2 |
| Turn Lanes | No | - |
| Min. ROW Width (ft) | 60 | 60 |
| Building Setback (ft) | 20 | 25 |
| Width of Travelway (ft) | 36 | 22 |
| Width of Shoulders (ft) | N/A | 5 |
| Min. Centerline Radius (ft) | 375 | 375 |
| Min. Tangent Length Between Reverse or Compound Curves (ft) | 150 | 150 |
| Min. Radius for Edge of Pavement at Intersections (ft) | 25 | 25 |
| Intersection Street Angle Range (Degrees) | 80 - 100 | 80 - 100 |
| Preferred Grade / Max Grade (%) | 10 / 11 | 10 |
| Min. Street Centerline Offset at Adjacent Intersection (ft) | 125 | 125 |
| Min. Stopping Sight Distance (ft) | 250 | 250 |
| Min. Intersection Sight Distance (ft) | 350 | 350 |
| Ditch Foreslope Grade | 5:01 | 5:01 |
| Ditch Backslope Grade | 4:01 | 4:01 |
| Min. Cul-de-Sac / Pavement Radius (ft) | 60 / 50 | 70 / 45 |
| Min. Lot Frontage (ft) | 100 | 100 |
| Min. Driveway Spacing (ft) | 75 | 75 |

Urbanized Local Roadway (50' ROW)

| Standard | Prairie Lakes Standard | Hays County Standard |
|---|------------------------|----------------------|
| Average Daily Traffic (ADT- One Way Trips) | 101 - 1000 | 101 - 1000 |
| Design Speed (mph) | 25 | 25 |
| No. of Travel Lanes | 2 | 2 |
| Turn Lanes | No | No |
| Min. ROW Width (ft) | 50 | 60 |
| Building Setback (ft) | 20 | 25 |
| Width of Travelway (ft) | 30 | 20 |
| Width of Shoulders (ft) | N/A | 4 |
| Min. Centerline Radius (ft) | 200 | 300 |
| Min. Tangent Length Between Reverse or Compound Curves (ft) | 50 | 100 |
| Min. Radius for Edge of Pavement at Intersections (ft) | 25 | 25 |
| Intersection Street Angle Range (Degrees) | 80 - 100 | 80 - 100 |
| Preferred Grade / Max Grade (%) | 10 / 11 | 11 |
| Min. Street Centerline Offset at Adjacent Intersection (ft) | 125 | 125 |
| Min. Stopping Sight Distance (ft) | 175 | 175 |
| Min. Intersection Sight Distance (ft) | 250 | 250 |
| Ditch Foreslope Grade | 4:01 | 4:01 |
| Ditch Backslope Grade | 3:01 | 3:01 |
| Min. Cul-de-Sac / Pavement Radius (ft) | 60 / 50 | 70 / 45 |
| Min. Lot Frontage (ft) | 50 | 50 |
| Min. Driveway Spacing (ft) | 30 | 50 |



Exhibit "D"

EXHIBIT “E”
LICENSE AGREEMENT

HAYS COUNTY
LICENSE AGREEMENT

HAYS COUNTY, a political subdivision of the State of Texas (“COUNTY”), and _____, a _____ (“Licensee”), enter into this License Agreement (“Agreement”) on this the ____ day of _____, 20____, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

The COUNTY grants to Licensee and its successors and assigns permission to use the licensed property for the following purposes only:

Installation, construction, maintenance, repair and operation of signage, landscaping improvements, irrigation, lighting, sidewalks, trails, and any related improvements and facilities (collectively, the “Improvements”).

The licensed property is further described in Exhibit “A” attached to this Agreement and incorporated by reference for all purposes (the “licensed property”).

The COUNTY makes this grant solely to the extent of its right, title, and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed, unless modified by that certain Subdivision Agreement dated _____, _____, 202____, by and between the COUNTY and Continental Homes of Texas, L.P.

II. ANNUAL FEE

The COUNTY, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee.

III. COUNTY’S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the licensed property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the COUNTY to widen, alter or improve the licensed property subject to this Agreement pursuant to official action by the governing body of the COUNTY or its successors.

The COUNTY does, however, agree to give Licensee at least ninety (90) days' written notice of such action and shall cooperate with Licensee to effect the relocation of Licensee's Improvements, if necessary, in the event of such widening, altering or improvement of such licensed property and, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of such licensed property so that Licensee's operations and Improvements on the licensed property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the COUNTY retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to remove any of the improvements whenever such removal is deemed reasonably necessary for: (a) exercising the COUNTY'S rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) protecting the public health or safety with respect to the licensed property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the COUNTY and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/100 Dollars (\$500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY as an additional insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, and employees relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the COUNTY on or before the date Licensee begins construction of Licensee's Improvements contemplated in this Agreement.

So long as Licensee is using the licensed property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or relocation of facilities existing as of the date of this Agreement. Further, Licensee shall reimburse the COUNTY for the actual cost of replacing or repairing any property of the COUNTY which is damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall cause the licensed property to be maintained by keeping the area free of debris and litter. Removal of dead or dying plants is to be handled by Licensee at no expense to the COUNTY, as required by the COUNTY; such removal shall be completed within ninety (90) days following receipt of a written request by the COUNTY to do so.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced shall be at Licensee's expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the COUNTY shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have ninety (90) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not satisfactorily remedy the same within the 90-day period, the COUNTY may perform the work or contract for the completion of the work. Licensee agrees to pay, within ninety (90) days of written demand by the COUNTY, actual costs and expenses incurred by the COUNTY in completing the work.

VI. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin with the date set forth in the introductory paragraph of this Agreement and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following ninety (90) days' written notice to the Licensee if such abandonment has not been remedied by Licensee within such period; the COUNTY shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter on the licensed property so abandoned and terminate the rights of Licensee, its successors and assigns hereunder, with respect to the abandoned licensed property. All installations of Licensee on licensed property abandoned by Licensee and not removed prior to the COUNTY's termination of this Agreement shall be deemed property of the COUNTY as of the effective date of the termination.

VII. TERMINATION

A. Termination By Licensee. This Agreement may be terminated by Licensee as to all or any portion of the licensed property by delivering written notice of termination to the COUNTY not later than ninety (90) days before the effective date of termination. If Licensee so terminates, then it may, within the 90-day notice period, remove from the portion of the licensed property as to which this Agreement is being terminated, installations that it made. Any installations on the licensed property as to which this Agreement is being terminated that are not removed within said period are agreed to be the property of the COUNTY.

B. Termination By County. This Agreement may be revoked in whole or in part, at any time by resolution of the Hays County Commissioners Court if such revocation is reasonably

required by the public interest as specifically set forth below, after providing ninety (90) days' written notice to the Licensee.

Subject to such prior written notification and Licensee's, or its successors' -in-interest, right to cure, this Agreement is revocable by the COUNTY and deemed to be in the public interest if:

1. the licensed improvements, or a portion of them, interfere with the COUNTY'S right-of-way;
2. use of the licensed property becomes necessary for a public purpose;
3. the licensed improvements, or a portion of them, constitute a danger to the public that the COUNTY deems not to be remediable by alteration or maintenance of such improvements;
4. despite ninety (90) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the COUNTY receives no substantive response within ninety (90) days following written notification to Licensee, then the COUNTY may remove and/or replace all licensed improvements.

VIII. APPLICATION OF LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

IX. VENUE AND WAIVER

Venue for all lawsuits concerning this Agreement will be in Hays County, Texas. To the extent allowed by Texas law, the COUNTY waives its immunity to suit and liability for enforcement of this Agreement.

X. COVENANT RUNNING WITH LAND: WAIVER OF DEFAULT

This Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

XI. ASSIGNMENT

Licensee shall not assign, sublet or transfer its interest in this Agreement, except to a developer, subsequent purchaser or a governmental entity, without the written consent of the COUNTY, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance requirements set forth herein, if any, Licensee shall furnish to the COUNTY a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

XIII. NOTICES

All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

To Licensee At:

And to COUNTY at:

With copies to:

or to such other addresses which either party may so designate by sending notice as aforesaid.

[Signature Pages Follow]

TERMS AND CONDITIONS ACCEPTED, this the _____ day of _____,
20____.

APPROVED AS TO FORM:

HAYS COUNTY

County Attorney

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on this the _____ day of
_____, 20____, by _____, as
_____, _____ of **HAYS COUNTY**, a political
subdivision of the state of Texas on behalf of said political subdivision.

NOTARY PUBLIC, State of Texas

LICENSEE:

ADD NAME OF LICENSEE

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 20____, by _____, _____, on behalf of Licensee.

NOTARY PUBLIC, State of Texas

EXHIBIT "F"

TRAFFIC MITIGATION IMPROVEMENTS

| TRAFFIC MITIGATION SUMMARY | | | | | | | |
|--|-----------------------------------|-----------------|---------------|-----------------|-------------------------|------------------------|---|
| Intersection / Roadways / Facility | Improvement | Total Cost | TIA Pro-Rata | | Proposed Pro-Rata Share | Proposed Pro-Rata Cost | Est. Construction (Per Prairie Lakes Phasing) |
| | | | Share (%) | Cost (\$) | | | |
| Phase 1 | | | | | | | |
| #1 FM 2001 / Satterwhite Road (County Road 107) | Signalized Intersection | \$ 375,000.00 | 37.3% | \$ 139,875.00 | 37.3% | \$ 139,875.00 | PHASE 2 SECTION 2 |
| | Southbound Left Turn Lane (150') | \$ 51,136.00 | | \$ 19,074.00 | | \$ 19,074.00 | |
| #5 FM 2001 / Windy Hill Road (County Road 131) | Northbound Left Turn Lane (350') | \$ 119,318.00 | | \$ 9,187.00 | 7.7% | \$ 9,187.00 | PHASE 2 SECTION 2 |
| | Signal Modification | \$ 50,000.00 | | \$ 3,850.00 | | \$ 3,850.00 | |
| #8 FM 2001 / Goforth Road (County Road 157) | Signalized Intersection | \$ 375,000.00 | 11.4% | \$ 42,750.00 | 11.4% | \$ 42,750.00 | PHASE 2 SECTION 2 |
| #9 FM 2001 / Williamson Road (County Road 120) | Signalized Intersection | \$ 375,000.00 | 100.0% | \$ 375,000.00 | 100.0% | \$ 375,000.00 | FM 2001 TXDOT PLANS |
| #10 FM 2001 / SH 21 | Southbound Right Turn Lane (400') | \$ 136,364.00 | 26.8% | \$ 36,546.00 | 26.8% | \$ 36,546.00 | PHASE 2 SECTION 2 |
| | Signalized Intersection | \$ 375,000.00 | 28.0% | \$ 105,000.00 | 28.0% | \$ 105,000.00 | PHASE 2 SECTION 2 |
| Total Cost - Phase 1: | | \$ 1,856,818.00 | 39.4% | \$ 731,282.00 | 39.4% | \$ 731,282.00 | |
| Phase 2 | | | | | | | |
| #12 Graef Road (County Road 302) / Rohde Road (County Road 126) | Signalized Intersection | \$ 375,000.00 | 60.7% | \$ 227,625.00 | 54.3% | \$ 203,499.00 | PHASE 4 SECTION 1 |
| | Total Cost - Phase 2: | | \$ 375,000.00 | 60.7% | \$ 227,625.00 | 54.3% | |
| Buildout | | | | | | | |
| #1 FM 2001 / Satterwhite Road (County Road 107) | Westbound Right Turn Lane (500') | \$ 170,455.00 | 89.7% | \$ 152,898.00 | 100% | \$ 170,455.00 | PHASE 5 SECTION 1 |
| | Southbound Left Turn Lane (350') | \$ 119,318.00 | 86.0% | \$ 102,613.00 | 100% | \$ 119,318.00 | |
| | Signal Modification | \$ 50,000.00 | (a) | \$ - | 100% | \$ 50,000.00 | |
| #2 Satterwhite Road (County Road 107) / South Turnersville Road (County Road 212) (west) | Signalized Intersection | \$ 375,000.00 | 40.0% | \$ 150,000.00 | 0.0% | \$ - | - |
| #3 Satterwhite Road (County Road 107) / South Turnersville Road (County Road 212) (east) | Signalized Intersection | \$ 375,000.00 | 88.7% | \$ 332,625.00 | 100% | \$ 375,000.00 | PHASE 5 SECTION 1 |
| #6 FM 2001 / South Turnersville Road (County Road 212) | Signalized Intersection | \$ 375,000.00 | 80.1% | \$ 300,375.00 | 100% | \$ 375,000.00 | PHASE 6 SECTION 3 |
| | Westbound Right Turn Lane (250') | \$ 85,227.00 | 7.2% | \$ 6,136.00 | 0.0% | \$ - | |
| #14 Goforth Road (County Road 157) / Mathias Lane (County Road 123) | Signalized Intersection | \$ 375,000.00 | 5.6% | \$ 21,000.00 | 0.0% | \$ - | - |
| Total Cost - Buildout: | | \$ 1,925,000.00 | 55.4% | \$ 1,065,647.00 | 56.6% | \$ 1,089,773.00 | |
| Total Cost: | | \$ 4,156,818.00 | 48.7% | \$ 2,024,554.00 | 48.7% | \$ 2,024,554.00 | |

Note:

(1): Values derived from Ky-Tex TIA conducted on December 2020 by WGI, Inc.

(2): Assumes signal would be built with additional lanes or would be built to accommodate in the future.

TOTAL COST - FM 2001 TXDOT PLANS: \$ 375,000.00
TOTAL COST - PHASE 2 SECTION 2: \$ 356,282.00
TOTAL COST - PHASE 4 SECTION 1: \$ 203,499.00
TOTAL COST - PHASE 5 SECTION 1: \$ 714,773.00
TOTAL COST - PHASE 6 SECTION 3: \$ 375,000.00

Location of Traffic Mitigation Improvements:

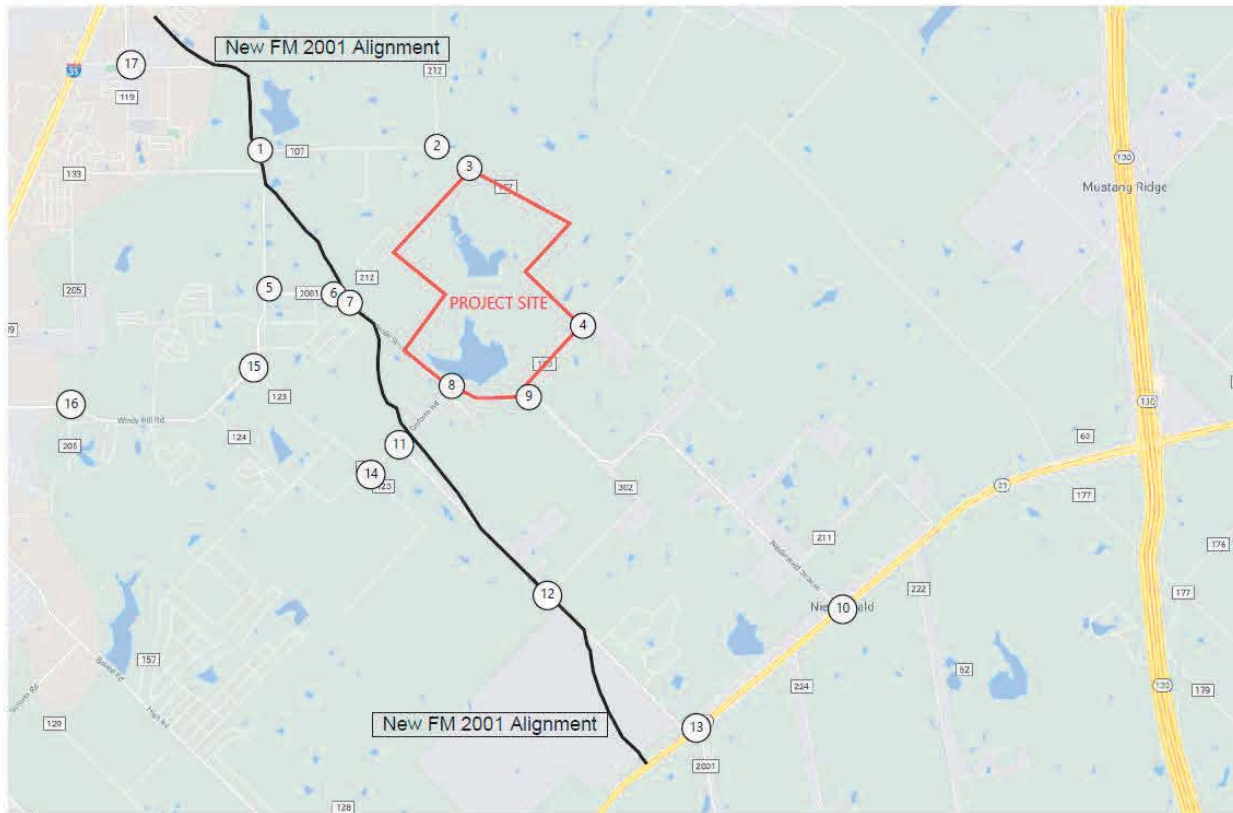


Figure 12
FM 2001 Alignment



AGENDA ITEM REQUEST FORM: J. 2.

Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Shell

Agenda Item

PLN-2107-NP; Discussion and possible action regarding the Pinnix Subdivision, Lot 1, Final plat. **SHELL/PACHECO**

Summary

Pinnix Subdivision is a proposed one (1) lot subdivision consisting of 5.00 acres located off of Prochnow Road in Dripping Springs and in Precinct 3.

Water utility will be provided by an Individual Private Well. Wastewater treatment will be accomplished by an Individual On-Site Sewage Facility.

Attachments

Cover Letter

Plat

Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: October 10, 2023

Requested By: Colby Machacek, County Planner

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2107-NP; Discussion and possible action regarding the Pinnix Subdivision, Lot 1, Final plat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Pinnix Subdivision is a proposed one (1) lot subdivision consisting of 5.00 acres located off of Prochnow Road in Dripping Springs and in Precinct 3.
- B) Water utility will be provided by an Individual Private Well. Wastewater treatment will be accomplished by an Individual On-Site Sewage Facility.

STAFF COMMENTS:

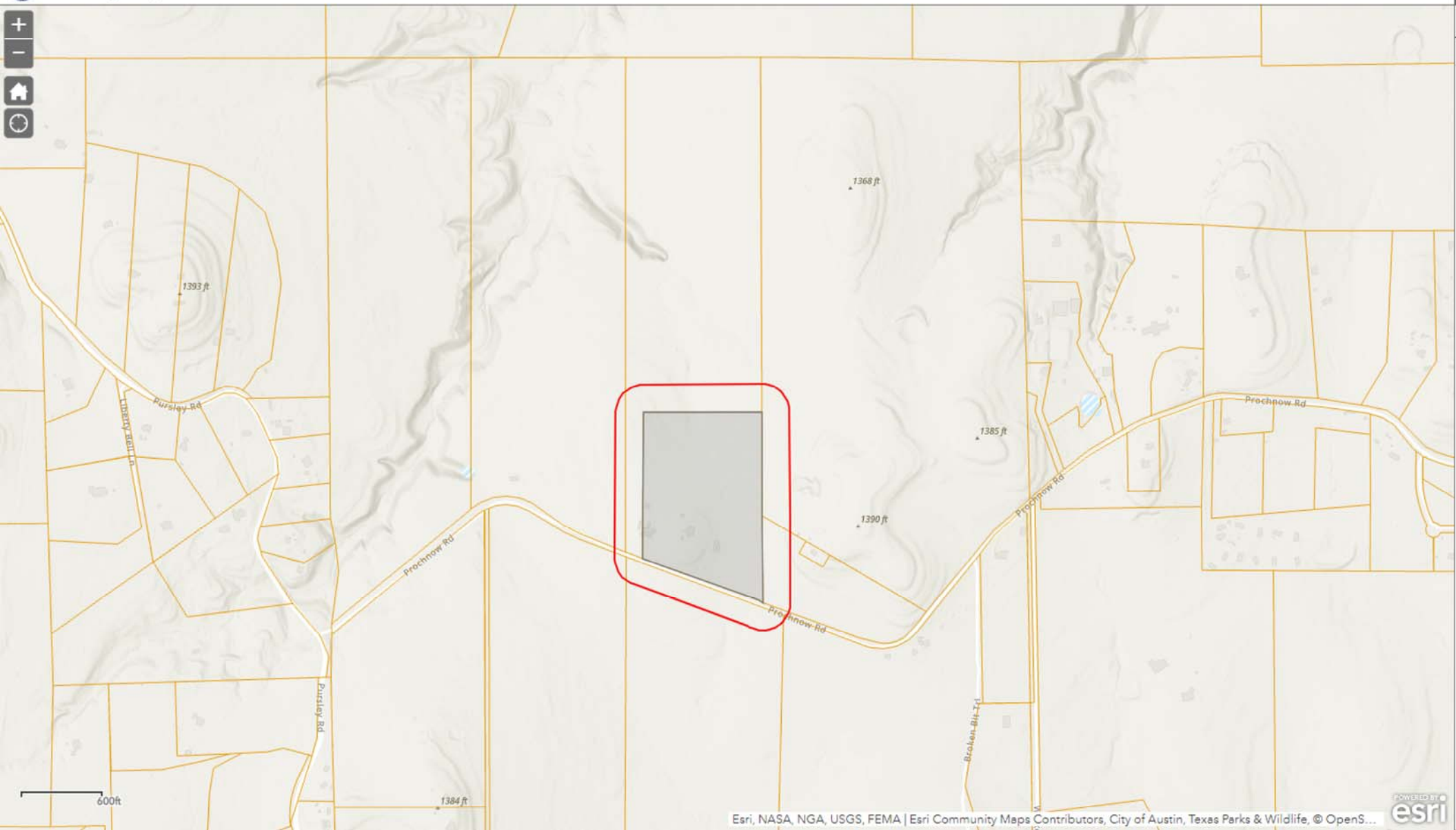
Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

Staff recommends Approval of the proposed subdivision plat.

ATTACHMENTS/EXHIBITS:

Plat

Location Map





Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Marcus Pacheco, Development Services Director

Sponsor:

Commissioner Smith

Agenda Item

PLN-2204-PC; Discussion and possible action regarding the Oakridge Park, Section 5, Part of Lot 5 and Lot 6, Replat. **SMITH/PACHECO**

Summary

Oakridge Park, Section 5 is a recorded subdivision located off of Darden Hill Road and Ranch Road 1826 in Precinct 4. The subject property falls in the Austin postal area within Hays County.

The proposed replat will combine Portions of Lot 5 and 6 and incorporate additional non-platted acreage into one (1) lot consisting of 11.312 acres.

Water utility will be achieved through West Travis County PUA. Wastewater treatment will be accomplished by an On-Site Sewage Facility or On-Site Sewage Facilities.

Attachments

Cover Letter

Plat

Location Map



Hays County Commissioners Court Agenda Request

Meeting Date: October 10, 2023

Requested By: Marcus Pacheco, Director of Development Services

Prepared By: Colby Machacek, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2204-PC; Discussion and possible action regarding the Oakridge Park, Section 5, Part of Lot 5 and Lot 6, Replat

BACKGROUND/SUMMARY OF REQUEST:

- A) Oakridge Park, Section 5 is a recorded subdivision located off of Darden Hill Road and Ranch Road 1826 in Precinct 4.
- B) The subject property falls in the Austin postal area within Hays County.
- C) The proposed replat will combine Portions of Lot 5 and 6 and incorporate additional non-platted acreage into one (1) lot consisting of 11.312 acres.
- D) Water utility will be achieved through West Travis County PUA.
- E) Wastewater treatment will be accomplished by an On-Site Sewage Facility or 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



OWNER
AUSTIN STORAGE PARTNERS, LLC.,
349 LAKE HAVASU AVE. S
LAKE HAVASU CITY, ARIZONA 86403

SURVEYOR
RICHARD H. TAYLOR
ASH AND ASSOCIATES
142 JACKSON LANE
SAN MARCOS TEXAS 78666

GENERAL NOTES:

1) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0140F, DATED SEPTEMBER 2ND, 2005, THIS LOT IS LOCATED IN ZONE "X" (UNSHADED), WHICH IS AN AREA OUTSIDE THE FEMA DESIGNATED 100-YEAR FLOODPLAIN.

2) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY HARN (HIGH ACCURACY REFERENCE) & PROJECTED TO TEXAS STATE PLANE COORDINATES (SOUTH CENTRAL ZONE), NAD83 (HORIZONTAL), & NAD83 (VERTICAL).

3) REFERENCE BENCH-MARK: SAN MARCOS GPS NO. 1
DESCRIPTION: ALUMINUM DECK SET IN CONCRETE
ELEVATION: 607.64' NAD83.

REPLAT
11.324 AC. – PART OF
LOT 5 & LOT 6
OAKRIDGE PARK SEC. 5
VOL. 1, PG. 11

STATE OF TEXAS *
COUNTY OF HAYS *
KNOW ALL MEN BY THESE PRESENTS

THAT, AUSTIN STORAGE PARTNERS, LLC., OWNER, BY AND THROUGH _____ NAME _____ (____CAPACITY – MEMBER____), OF A CALLED 11.324 ACRE TRACT OF LAND SITUATED IN THE FANNIE A.D. DARDEN SURVEY, ABSTRACT NO. 864, SAME BEING PART OF LOT 5 AND LOT 6 OUT OF THE OAKRIDGE PARK SECTION NO. 5 AT KINNICKINIK, AN ADDITION TO HAYS COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 11, PLAT RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED TO OLAN A. KELLEY III AND JUDY LYNNE KELLEY, BY DEED RECORDED IN VOLUME 304, PAGE 81, DEED RECORDS, HAYS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN TRACT OF LAND CONVEYED TO HAYS COUNTY BY DEED RECORDED IN VOLUME 1260, PAGE 641, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, AND AS CONVEYED TO SAID AUSTIN STORAGE PARTNERS, LLC., BY DEED RECORDED IN DOCUMENT NO. _____ OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO RE-PLAT SAID CALLED 11.324 ACRE TRACT, TO BE KNOWN AS "RE-PLAT OF 11.324 AC – PART OF LOT 5 & LOT 6, OAKRIDGE PARK SEC. 5", AND DEDICATE TO THE USE OF ALL PUBLIC STREETS, ALLEYS, PARKS, DRAINS, WATERCOURSES, EASEMENTS AND PUBLIC PLACES SHOWN ON THIS PLAT.

NAME _____ DATE _____
349 LAKE HAVASU AVE.
LAKE HAVASU CITY, ARIZONA 86403

STATE OF TEXAS *
COUNTY OF HAYS *

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ NAME _____ (____CAPACITY – MEMBER____), KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____ A.D., 20____.

NOTARY PUBLIC

STATE OF TEXAS

LEGAL DESCRIPTION

BEING A CALLED 11.324 ACRE TRACT OF LAND SITUATED IN THE FANNIE A.D. DARDEN SURVEY, ABSTRACT NO. 664, SAME BEING PART OF LOT 5 AND LOT 6 OUT OF THE OAKRIDGE PARK SECTION 5 AT KINNICKINIK, AN ADDITION TO HAYS COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 11, PLAT RECORDS, HAYS COUNTY, TEXAS, AS CONVEYED TO OLAN A. KELLEY III AND JUDY LYNNE KELLEY, BY DEED RECORDED IN VOLUME 304, PAGE 81, DEED RECORDS, HAYS COUNTY, TEXAS, SAVE AND EXCEPT THAT CERTAIN TRACT OF LAND CONVEYED PUBLIC RIGHT-OF-WAY AND COMMON SOUTH LINE OF SAID LOT 5, FROM WHICH 1/2"-IRON ROD FOUND AT THE WEST CORNER OF SAID LOT 5 BEARS, NORTH 55°07'17"-WEST A DISTANCE OF 219.79 FEET;

BEGINNING AT A 1/2" IRON ROD FOUND AT THE SOUTH CORNER OF THAT CERTAIN CALLED 2.72 ACRE TRACT OF LAND BEING A PORTION OF LOT 5 OF SAID OAKRIDGE PARK SECTION 5 AT KINNICKINIK, CONVEYED TO RICHARD W. LUDWIG AND JANET C. LUDWIG BY DEED RECORDED IN VOLUME 957, PAGE 82, HAYS COUNTY OFFICIAL PUBLIC RECORDS, SAME BEING AT THE SOUTHWEST CORNER OF SAID EIRE CALLED TRACT 1, AND BEING IN THE NORTH RIGHT-OF-WAY LINE OF DARDEN HILL ROAD (COUNTY ROAD NO. 162) A VARIABLE WIDTH PUBLIC RIGHT-OF-WAY AND COMMON SOUTH LINE OF SAID LOT 5, FROM WHICH 1/2"-IRON ROD FOUND AT THE WEST CORNER OF SAID LOT 5 BEARS, NORTH 55°07'17"-WEST A DISTANCE OF 219.79 FEET;

THENCE NORTH 28°16'56" EAST (N29°27'00"E RECORD) DEPARTING SAID COUNTY ROAD NO. 162, WITH THE SOUTHEAST LINE OF SAID LUDWIG CALLED 2.27 ACRE TRACT AND THE COMMON NORTHWEST OF SAID EIRE CALLED TRACT 1, ALONG THE MEANDERS OF A WIRE FENCE, A DISTANCE OF 581.70 FEET (581.63" RECORD) TO A 600 GAIL FOUND FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAME BEING AN ANGLE POINT IN THE EAST LINE OF SAID LUDWIG CALLED 2.27 ACRE TRACT, AND BEING IN THE NORTH LINE OF SAID LOT 5,

THENCE NORTH 25°23'57" WEST (N24°12'00"E RECORD) WITH THE NORTHEAST LINE OF SAID LUDWIG CALLED 2.72 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID EIRE CALLED TRACT 1, ALONG THE GENERAL MEANDERS OF A WIRE FENCE, A DISTANCE OF 365.41 FEET (364.52" RECORD) TO A 3/8" IRON PIPE FOUND AT A FENCE CORNER, AT THE NORTHWEST CORNER OF SAID EIRE CALLED TRACT 1, FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, SAME BEING AT THE COMMON NORTHEAST CORNER OF SAID LUDWIG CALLED 2.72 ACRE TRACT, AND BEING IN THE SOUTH LINE OF THAT CERTAIN CALLED 25.00 ACRE TRACT CONVEYED BY DEED TO JOHN J. AND ANNA M. SHEFFIELD RECORDED IN VOLUME 1321, PAGE 240, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS;

THENCE SOUTH 84°17'21"-EAST (583°03'29"E RECORD) DEPARTING SAID LUDWIG CALLED 2.72 ACRE TRACT WITH THE SOUTH LINE OF SAID SHEFFIELD CALLED 25.00 ACRE TRACT AND THE COMMON NORTH LINE OF SAID EIRE CALLED TRACT 1, ALONG THE MEANDERS OF A WIRE FENCE, A DISTANCE OF 813.14 FEET (813.27" RECORD) TO A 3/8" IRON PIPE FOUND AT THE NORTHEAST CORNER OF SAID EIRE CALLED TRACT 1, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND SAME BEING AT THE COMMON NORTHWEST CORNER OF THAT CERTAIN CALLED 10.019 ACRE TRACT OF LAND (TRACT 2) CONVEYED TO EIRE ENTERPRISES INC. RECORDED IN VOLUME 5000, PAGE 13, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS;

THENCE DEPARTING SAID SHEFFIELD CALLED 25.00 ACRE TRACT, WITH THE NORTHWEST LINE OF SAID TRACT 2 AND A COMMON SOUTHEAST LINE OF SAID EIRE CALLED TRACT 1 THE FOLLOWING TWO COURSES AND DISTANCES NUMBERED (1) AND (2):

1) THENCE SOUTH 33°09'22" WEST (53°4'28'00" W), A DISTANCE OF 507.69 FEET (507.13" RECORD) TO A 3/8" IRON PIPE FOUND AT A CORNER OF SAID EIRE CALLED TRACT 2 FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND BEING IN THE NORTH LINE OF THE AFORE MENTIONED LOT 6;

2) THENCE SOUTH 25°23'32" (525°23'32"W RECORD), A DISTANCE OF 625.61 FEET (626.61" RECORD) TO A SET 1/2" IRON ROD WITH CAP "RPLS 5687"- AND THE SOUTHEAST CORNER OF SAID EIRE CALLED TRACT 1, AND THE COMMON SOUTHWEST CORNER OF SAID EIRE CALLED TRACT 2, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND, AND ALSO IN THE SOUTH LINE OF THE AFORESAID LOT 6, SAME BEING IN THE NORTH RIGHT-OF-WAY LINE OF THE AFOREMENTIONED COUNTY ROAD NO. 162 AND BEING IN AN ARC OF A CURVE AS WIDENED BY INSTRUMENT RECORDED IN VOLUME 1260, PAGE 641, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, CURVING TO THE RIGHT;

THENCE DEPARTING SAID EIRE CALLED TRACT 2, WITH THE NORTH LINE OF SAID COUNTY ROAD NO. 162 AS WIDENED, 399.72 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS FOR 2670 FEET RECORD AND A DELTA ANGLE OF 08°34'40" RECORD, AND A CHORD WHICH BEARS NORTH 58°30'43" WEST (N59°19'15"W RECORD), A CHORD DISTANCE OF 399.35 FEET RECORD TO A SET 1/2" IRON ROD WITH CAP "RPLS5687"- FOR A CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE NORTH 55°24'09" WEST (N54°13'35"W RECORD) CONTINUING WITH THE NORTH RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 162 AND THE COMMON SOUTH LINE OF SAID EIRE CALLED TRACT 1, A DISTANCE OF 46.06 FEET (45.72" RECORD) TO THE POINT OF BEGINNING AND CONTAINING 11.312 ACRES OF LAND.

TITLE NOTES:

ACCORDING TO THE SCHEDULE B OF THE COMMITMENT FOR TITLE, GF # ATA-92-1709922300059HUNZIK, EFFECTIVE 02/02/23 BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, THE PROPERTY IS SUBJECT TO THE FOLLOWING:

- THIS LOT IS SUBJECT TO THE RESTRICTIONS RECORDED IN VOLUME 1, PAGE 11, PLAT RECORDS, HAYS COUNTY, TEXAS.
- ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT TO PEDERNALES ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 157, PAGE 45, DEED RECORDS, HAYS COUNTY, TEXAS. (COULD NOT LOCATE AS CITED, POWER POLES AND OVERHEAD UTILITIES AS SHOWN)

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM, DUE TO DECLINING WATER SUPPLIES AND DRINKING WATER QUALITY. PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

PLAT NOTES:

1) THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES, COVENANTS AND RESTRICTIONS OF THE OAKRIDGE PARK SECTION NO. 5 AT KINNICKINIK, AN ADDITION TO HAYS COUNTY, TEXAS, AS RECORDED IN VOLUME 1, PAGE 11, PLAT RECORDS, HAYS COUNTY, TEXAS.

2) ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0140F, DATED SEPTEMBER 2ND, 2005, THIS LOT IS LOCATED IN ZONE "X" (UNSHADED), WHICH IS AN AREA OUTSIDE THE FEMA DESIGNATED 100-YEAR FLOODPLAIN.

3) 2) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADAPTED BY HARN (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE COORDINATES (SOUTH CENTRAL ZONE), NAD83 (HORIZONTAL), & NAVD88 (VERTICAL).

4) NO BUILDING, ACCESSORY BUILDING, FENCING OR LANDSCAPING WHICH INTERFERE WITH THE FLOW OF STORM WATER SHALL BE PLACED OR ERECTED WITHIN A NATURAL DRAINAGE WAY OR DRAINAGE EASEMENT.

5) TYPICAL LANDSCAPING MAINTENANCE, CUTTING AND TRIMMINGS, WITHIN THE SUBDIVISION, ALL EASEMENTS, DETENTION PONDS AND RIGHT OF WAYS TO THE PAVEMENT TO BE RESPONSIBILITY OF PROPERTY OWNERS AND/OR PROPERTY OWNERS ASSOCIATIONS.

6) MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN.

7) THE LOTS IN THIS SUBDIVISION RECEIVE POTABLE WATER SERVICE, EITHER DIRECTLY OR VIA WHOLESALE CONTRACT, FROM THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY. AS SUCH, THE PROPERTY IS SUBJECT TO COMPLIANCE WITH THE TERMS SET FORTH IN THE MAY 24, 2000 UNITED STATES FISH AND WILDLIFE SERVICE MEMORANDUM OF UNDERSTANDING WITH THE LOWER COLORADO RIVER AUTHORITY.

8) NO LOT CONTAINS USFWS STREAM BUFFER ZONES AND/OR SENSITIVE FEATURE BUFFER ZONES AS INDICATED HEREON THAT MUST REMAIN FREE OF CONSTRUCTION, DEVELOPMENT, OR OTHER ALTERATIONS.

9) DECLARANT AGREES THAT THE LOTS IN THIS PLAT DOCUMENT ARE SUBJECT TO TEXAS COMMISSION OF ENVIRONMENTAL QUALITY OPTIONAL ENHANCED MEASURES.

10) IMPERVIOUS COVER SHALL COMPLY WITH THE WATER QUALITY PLAN APPROVED FOR THIS SUBDIVISION AND SHALL NOT BE ALTERED

11) DRIVEWAY PERMIT NOTE:

"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 PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENTS FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751." ALL CULVERTS WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD. ALL MAILBOXES LOCATED IN THE RIGHT OF WAY SHALL BE OF AN APPROVED TxDOT OR FHWA APPROVED DESIGN. DRIVEWAYS WILL BE PERMITTED AND CONSTRUCTED TO THE DESIGNS AND STANDARDS AT THE REQUEST OF THE PERMITTEE. DRIVEWAY ADJACENT WITHIN SECTION 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS AND PERMITS WILL BE GRANTED UNDER THE PROVISIONS OF CHAPTER 751.

EDWARDS AQUIFER NOTE:
THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.
THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

GROUNDWATER CONSERVATION DISTRICT:
THIS SUBDIVISION LIES WITH THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

PLAT INFORMATION:
TOTAL AREA: 11.312 ACRES
TOTAL NUMBER OF LOTS: 1
NUMBER OF LOTS OVER 10 ACRES: 1
NUMBER OF LOTS 5-10 ACRES: 0
NUMBER OF LOTS 2-5 ACRES: 0
NUMBER OF LOTS 1-2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRES: 0

AVERAGE SIZE OF LOTS: 11.312 ACRES

E.T.-NOTE
THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF ANY MUNICIPALITIES EXTRA TERRITORIAL JURISDICTION.

UTILITY INFORMATION
WATER: WTCPIJA
SEWER: PRIVATE OSSF
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE: CENTURY

SCHOOL DISTRICT
THIS SUBDIVISION LIES WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT

THIS SUBDIVISION LIES WITHIN THE EMERGENCY SERVICE DISTRICT NO. 1 & 6 AND IS SUBJECT TO THE FIRE CODES OF HAYS COUNTY.

REPLAT
11.324 AC. – PART OF
LOT 5 & LOT 6
OAKRIDGE PARK SEC. 5
VOL. 1, PG. 11

0 30' 60' 120'
GRAPHIC SCALE: 1" = 60'

OWNER: LUXELOCKER LLC.
10100 DARDEN HILL ROAD
AUSTIN, TX. 78737

ASH & ASSOCIATES
SURVEYING • PLANNING • MAPPING
"SERVING THE COMMUNITY OF TEXAS"

142 JACKSON LAKE
SAN MARCOS, TEXAS 78666
(512) 392-1718
Surveying: 100847-00
ashandassociates.net

DRAWN: MAM SCALE: 1"=60'
REVIEWED: RHJ DATE: 03/02/2023
©ASH & ASSOCIATES, L.L.C.

REV. _____

PROJECT No.
21-7782-D

SHEET 2 OF 2

STATE OF TEXAS *
COUNTY OF HAYS *

I, RICHARD H. TAYLOR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS OR VISIBLE UTILITY LINES OR ROADS IN PLACE UNLESS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF HAYS COUNTY TEXAS.

SUBJECT TO REVIEW 03/29/2023

RICHARD H. TAYLOR
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, NO. 3986

DATE

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____ A.D. 20____, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT INSTRUMENT NUMBER _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____ A.D. 20____.

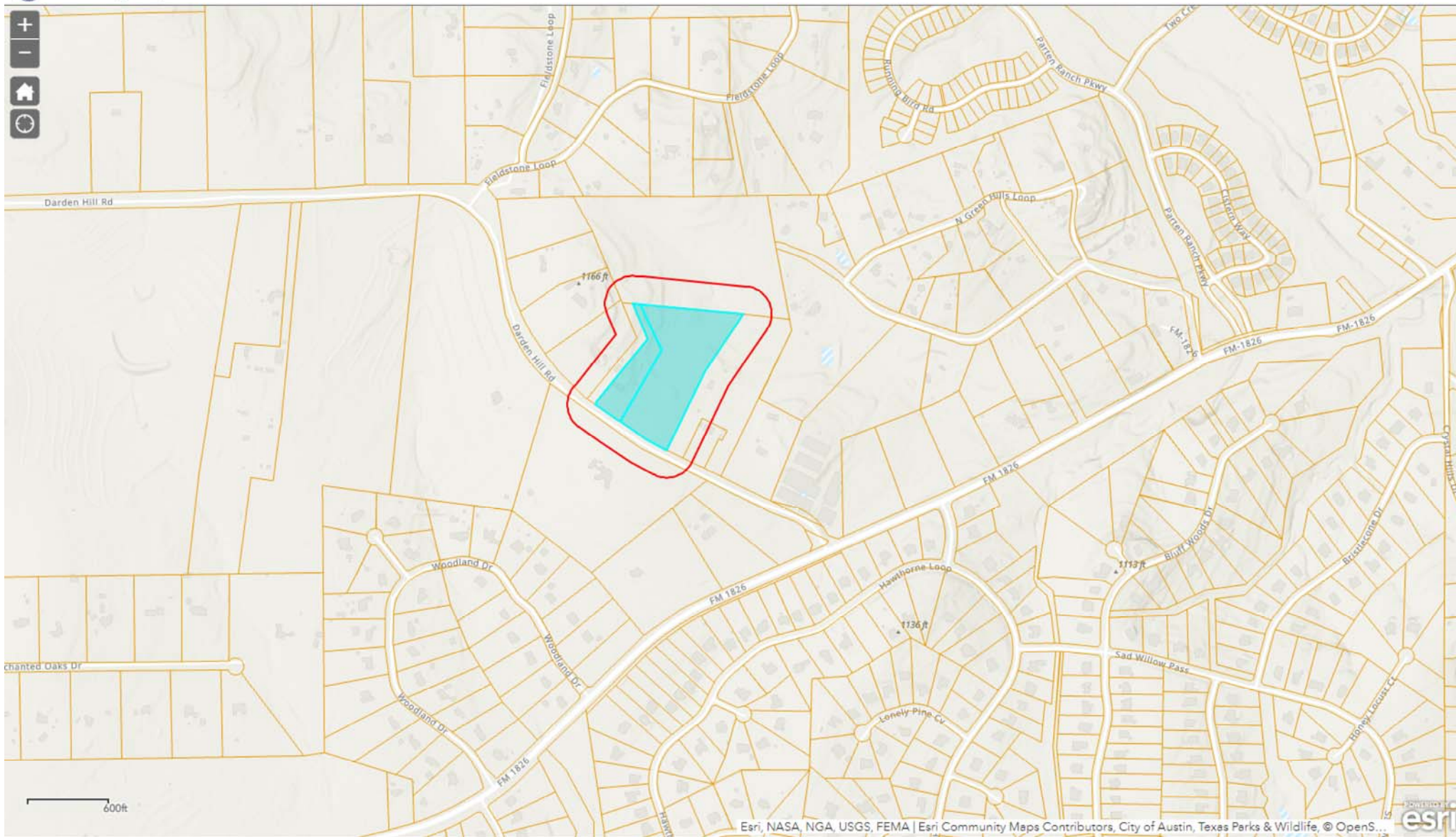
ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

RUBEN BECCERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20____, AT _____ O'CLOCK ____M., AND RECORDED ON THE _____ DAY OF _____ 20____ AT _____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NUMBER _____

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS





Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Shell

Agenda Item

PLN-2293-PC; Hold a Public Hearing followed by discussion and possible action regarding 272 AC Fitzhugh, Lots 18 & 28, Replat. **SHELL/PACHECO**

Summary

272 AC Fitzhugh, Lots 18 & 28, Replat is a proposed subdivision plat consisting of 2 lots across 7.325 acres located along W. Fitzhugh Road in Dripping Springs and Precinct 3. Water utility will be accomplished by private wells. 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: October 10th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Efren Chavez, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2293-PC; Hold a Public Hearing, followed by discussion and possible action regarding the 272 AC Fitzhugh, Lots 18 & 28, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) 272 AC Fitzhugh, Lots 18 & 28, Replat is a proposed subdivision plat located off W. Fitzhugh Road in Dripping Springs and Precinct 3.
- B) The proposed replat will establish 2 lots across 7.325 acres.
- C) Water utility will be accomplished by private wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has initiated review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The actions remaining are to hold a public hearing, followed by discussion and possible action on final determination for the Replat.

The application has no variances requested.

Staff recommends Approval for 272 AC Fitzhugh, Lots 18 & 28, Replat

ATTACHMENTS/EXHIBITS:

Plat

Location Map

REPLAT ESTABLISHING LOT 18R AND
LOT 28R, 272 AC FITZHUGH
BEING ALL OF LOT 18 AND LOT 28, 272 AC FITZHUGH RECORDED IN
INSTRUMENT NO. 23007411, PLAT RECORDS, HAYS COUNTY, TEXAS
THE PURPOSE OF THIS REPLAT IS RELOCATE DRAINAGE EASEMENTS.

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

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT, MESA VERDE TEXAS LLC, WITH AN ADDRESS OF 5513 FOXFIELD LANE, AUSTIN, TEXAS 78738, OWNER OF LOT 18, 272 AC FITZHUGH RECORDED IN INSTRUMENT NO. 23007411, PLAT RECORDS, HAYS COUNTY, TEXAS, DO HEREBY REPLAT LOT 18 TO BE KNOWN AS

LOT 18R, 272 AC FITZHUGH

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF, JEFF F. KENT ACKNOWLEDGES THESE PRESENTS TO BE EXECUTED THEREUNTO DULY AUTHORIZED.

JEFF F. KENT
PO BOX 1707
DRIPPING SPRINGS, TEXAS 78860

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF F. KENT, KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE OF THIS THE _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT, MELOD PREISLER AND LORI PREISLER, WITH AN ADDRESS OF 106 QUINTANA CT., MONTGOMERY, TEXAS 77316, OWNER OF LOT 18, 272 AC FITZHUGH RECORDED IN INSTRUMENT NO. 23007411, PLAT RECORDS, HAYS COUNTY, TEXAS, DO HEREBY REPLAT LOT 18 TO BE KNOWN AS

LOT 18R, 272 AC FITZHUGH

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

GLENN PREISLER
106 QUINTANA CT.
MONTGOMERY, TX 77316

LORI PREISLER
106 QUINTANA CT.
MONTGOMERY, TX 77316

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFF F. KENT, KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE OF THIS THE _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

HAYS CAD: R16562
WILLIAM C. JARVIS AND JENNIFER A. JARVIS
CALLED 12.09 ACRES
VOL. 1840 PG. 170
OFFICIAL PUBLIC RECORDS

HAYS CAD: R175848
ROBERT JON & TASHA NICOLE MAYDONIK
CALLED 12.129 ACRES
DOC. NO. 22022253
OFFICIAL PUBLIC RECORDS

HAYS CAD: R1760931
STEVEN RICHARD & BRENNA BOX TROY
CALLED 12.300 ACRES
DOC. NO. 21019332
OFFICIAL PUBLIC RECORDS

STATE OF TEXAS
COUNTY OF HAYS

I, J. TRAVIS WILSON, P.E., A PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT A PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100-YEAR FLOOD ZONE AREA, AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) COMMUNITY NO. 48209, MAP NO. 482090002S AND 482090008F, HAYS COUNTY, TEXAS, DATED SEPTEMBER 2, 2005 AND SHALL BE CONTAINED WITHIN THE RIGHT-OF-WAY AND DRAINAGE EASEMENTS SHOWN HEREON.

LICENCED PROFESSIONAL ENGINEER
J. TRAVIS WILSON, P.E. NO. 97307
MILLER GRAY, LLC TIBELARS FIRM NO. F-16302
7320 N. MOPAC EXPRESSWAY, SUITE 203
AUSTIN, TEXAS 78731
512-861-5300

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, NOT TO BE RECORDED FOR ANY PURPOSE.

05/17/2023

REGISTERED PROFESSIONAL LAND SURVEYOR
CHRISTOPHER JURICA, R.L.S., NO. 6344

| CURVE TABLE | | | | | |
|-------------|------------|---------|------------|-------------|----------|
| CURVE NO. | ARC LENGTH | RADIUS | DELTA | BEARING | DISTANCE |
| C1 | 165.41' | 260.00' | 036°27'05" | S08°04'14"E | 162.64' |
| C2 | 321.03' | 629.73' | 029°12'30" | S11°41'31"E | 317.56' |
| C3 | 28.50' | 65.00' | 025°07'30" | S15°28'29"W | 28.28' |
| C4 | 192.23' | 900.00' | 012°41'16" | N16°35'11"E | 191.87' |
| C5 | 91.99' | 300.00' | 017°34'11" | N19°15'08"E | 91.63' |
| C6 | 54.81' | 125.00' | 025°07'30" | S15°28'29"E | 54.38' |
| C7 | 285.84' | 689.73' | 023°44'42" | N08°57'37"W | 283.80' |

| EASEMENT LINE TABLE | | |
|---------------------|-------------|---------|
| LINE NO. | DIRECTION | LENGTH |
| L6 | S58°28'26"E | 52.08' |
| L7 | S41°54'15"E | 201.75' |
| L8 | S51°26'22"E | 108.67' |
| L9 | S72°30'47"E | 98.42' |
| L10 | S81°36'00"E | 206.54' |
| L11 | S70°47'41"E | 118.14' |
| L12 | S82°48'46"E | 104.45' |
| L13 | S68°41'45"E | 100.08' |
| L14 | S63°00'23"E | 92.31' |
| L15 | S65°02'26"E | 45.86' |
| L16 | N65°02'26"W | 76.05' |
| L17 | N63°00'23"W | 90.40' |
| L18 | N68°41'45"W | 89.67' |
| L19 | N82°48'46"W | 103.33' |
| L20 | N70°47'41"W | 118.78' |
| L21 | N81°36'00"W | 205.64' |
| L22 | N72°30'43"W | 114.35' |
| L23 | N51°26'22"W | 125.18' |
| L24 | N41°54'43"W | 198.01' |
| L25 | N58°28'26"W | 4.81' |

| RIGHT-OF-WAY & LOT LINE TABLE | | |
|-------------------------------|-------------|---------|
| LINE NO. | DIRECTION | LENGTH |
| L1 | S10°09'19"W | 20.61' |
| L2 | S28°02'14"W | 48.49' |
| L3 | N01°00'28"W | 30.00' |
| L4 | S10°28'03"W | 139.12' |
| L5 | N28°02'14"E | 65.53' |

UTILITIES

WATER - PRIVATE ON-SITE WELLS
WASTEWATER - PRIVATE ON-SITE SEWAGE FACILITIES
ELECTRIC - FEDERNALES ELECTRIC COOPERATIVE

LOT SIZE CATEGORIES

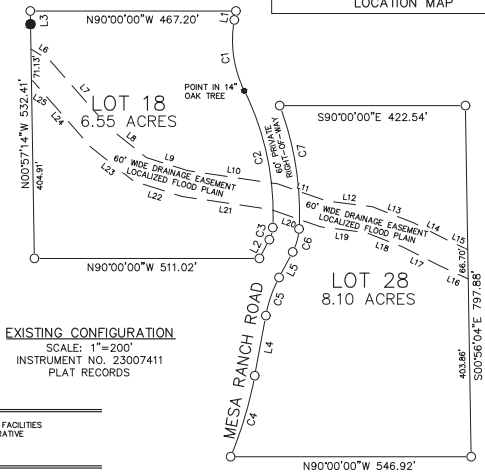
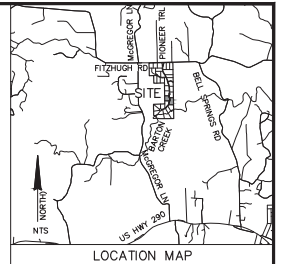
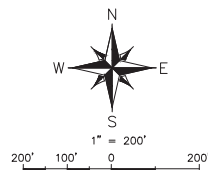
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 7.325
0 LOTS LARGER THAN 10.0 ACRES
2 LOTS LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
0 LOTS 2.00 ACRES OR LARGER UP TO 5.00 ACRES
0 LOTS LARGER THAN 1.00 ACRE AND SMALLER THAN 2.00 ACRES
0 LOTS SMALLER THAN 1.00 ACRE

OWNER/DEVELOPER

MESA VERDE TEXAS LLC
5513 FOXFIELD LANE
AUSTIN, TEXAS 78738

LEGEND

- FOUND 1/2" IRON ROD W/ A YELLOW "W" PLASTIC CAP
- FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)



EXISTING CONFIGURATION

SCALE: 1"=200'
INSTRUMENT NO. 23007411
PLAT RECORDS

GENERAL NOTES

- 1) BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83.
- 2) ADJOINERS ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
- 3) A FIFTEEN (15) FOOT WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET RIGHT-OF-WAYS, A FIVE (5) WIDE PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO EACH SIDE LOT LINE AND A TEN (10) PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL REAR LOTS LINES ON ALL LOTS.
- 4) HAYS COUNTY REQUIRES A MINIMUM 25' FRONT BUILDING SETBACK LINE.
- 5) A ONE-HUNDRED AND FIFTY (150') FOOT WIDE SETBACK IS REQUIRED FROM BARTON CREEK TO ALL EFFLUENT DISPOSAL AREAS FOR OSSF SYSTEMS.
- 6) NO PORTION OF THIS SUBDIVISION IS WITHIN THE 100-YEAR FLOODPLAIN AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) PANELS 482090002S DATED SEPTEMBER 2, 2005 AND 482090008F DATED SEPTEMBER 2, 2005.
- 7) TYPICAL LANDSCAPE MAINTENANCE, CUTTING AND TRIMMING, WITHIN THE SUBDIVISION, ALL EASEMENTS, AND RIGHT-OF-WAYS TO THE PAVEMENT TO BE THE RESPONSIBILITY OF THE PROPERTY OWNERS AND/OR HOME OWNERS ASSOCIATION.
- 8) DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF HAYS COUNTY DEVELOPMENT REGULATIONS AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 721.
- 9) ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARDS.
- 10) MAILBOXES PLACED WITHIN THE ROW SHALL BE OF AN APPROVED TxDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.
- 11) NO PORTION OF THIS SUBDIVISION LIES WITHIN THE RECHARGE ZONE OF THE EDWARDS AQUIFER. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.
- 12) THIS SUBDIVISION LIES WITHIN THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.
- 13) THIS PROPERTY IS LOCATED WITHIN THE HAYS COUNTY E.S.D. (EMERGENCY SERVICE DISTRICT) 1 & 6.
- 14) THIS TRACT LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.
- 15) THIS PROPERTY IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF ANY CITY OR MUNICIPALITY.
- 16) MESA VERDE TEXAS LLC, BY FILING THIS RECORD DOCUMENT, AND ALL FUTURE OWNERS OF THIS PROPERTY, BY PURCHASING SUCH PROPERTY, ACKNOWLEDGE AND AGREE THAT HAYS COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADWAYS SHOWN ON THIS APPROVED DEVELOPMENT PLAN UNTIL AND UNLESS [OWNER] AND/OR THE PROPERTY OCCUPANTS OR TENANTS HAVE IMPROVED THE ROADWAYS TO THEN CURRENT STANDARDS REQUIRED BY HAYS COUNTY AND THE ROADWAYS HAVE BEEN ACCEPTED FOR MAINTENANCE BY FORMAL WRITTEN ACTION OF THE COUNTY COMMISSIONERS COURT AND THE ROADWAYS, WITH ALL REQUIRED RIGHT-OF-WAY AND BUILDING SETBACKS, HAVE BEEN DEDICATED BY THE OWNERS THEREOF, AND ACCEPTED BY THE COUNTY, AS PUBLIC ROADWAYS. MESA VERDE TEXAS LLC AND ALL FUTURE OWNERS OF PROPERTY THEREIN THE LIMITS OF THE APPROVED DEVELOPMENT PLAN SHALL LOOK SOLELY TO THE [OWNER OR ENTITY ENTERING INTO MAINTENANCE AGREEMENT WITH THE COUNTY] FOR FUTURE MAINTENANCE AND REPAIR OF THE ROADWAYS INCLUDED IN THIS DEVELOPMENT PLAN.
- 17) POST-CONSTRUCTION STORMWATER CONTROL MEASURES SHALL HAVE A MAINTENANCE PLAN. THE MAINTENANCE PLAN MUST BE FILED IN THE REAL PROPERTY RECORDS OF HAYS COUNTY. THE OWNER OPERATOR OF ANY NEW DEVELOPMENT OR REDEVELOPMENT SITE SHALL DEVELOP AND IMPLEMENT A MAINTENANCE PLAN ADDRESSING MAINTENANCE REQUIREMENTS FOR ANY STRUCTURAL CONTROL MEASURES INSTALLED ON SITE. OPERATION AND MAINTENANCE PERFORMED SHALL BE DOCUMENTED AND RETAINED AND MADE AVAILABLE FOR REVIEW UPON REQUEST.
- 18) POST-DEVELOPMENT CONDITIONS RUNOFF RATE SHALL BE NO GREATER THAN THE PRE-DEVELOPED CONDITION FOR 2, 5, 10, 25, AND 100 YEAR STORM EVENTS. PRE AND POST DEVELOPMENT RUNOFF CALCULATIONS SHALL BE INCLUDED WITH THE CONSTRUCTION DRAWINGS FOR THIS SUBDIVISION.
- 19) ALL ROADWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH APPLICABLE HAYS COUNTY STANDARDS.
- 20) ALL ROADS IN THE SUBDIVISION SHALL BE PRIVATE ROADWAYS.

DRIVEWAY PERMIT STATEMENT

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT IN THIS SUBDIVISION SHALL BE PERMITTED ACCESS UNTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

WATER/WASTEWATER NOTE

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING THE AVAILABILITY, RAIN WATER COLLECTION IS ENCOURAGED, AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

ERIC VAN GAASBEK, R.S., C.E.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

MARCUS PADRERO, DIRECTOR OF DEVELOPMENT SERVICES
HAYS COUNTY DEVELOPMENT SERVICES

DATE

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR THE DEVELOPER OF THE TRACT OF LAND CONVEYED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS. HAYS COUNTY ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF THE CONSTRUCTION OF ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

WCR
LAND SURVEYING
P.O. BOX 481 BLANCO, TX 78606
830-833-3010 INFO@WCRLANDSURVEYING.COM
TIBELARS FIRM #0194135

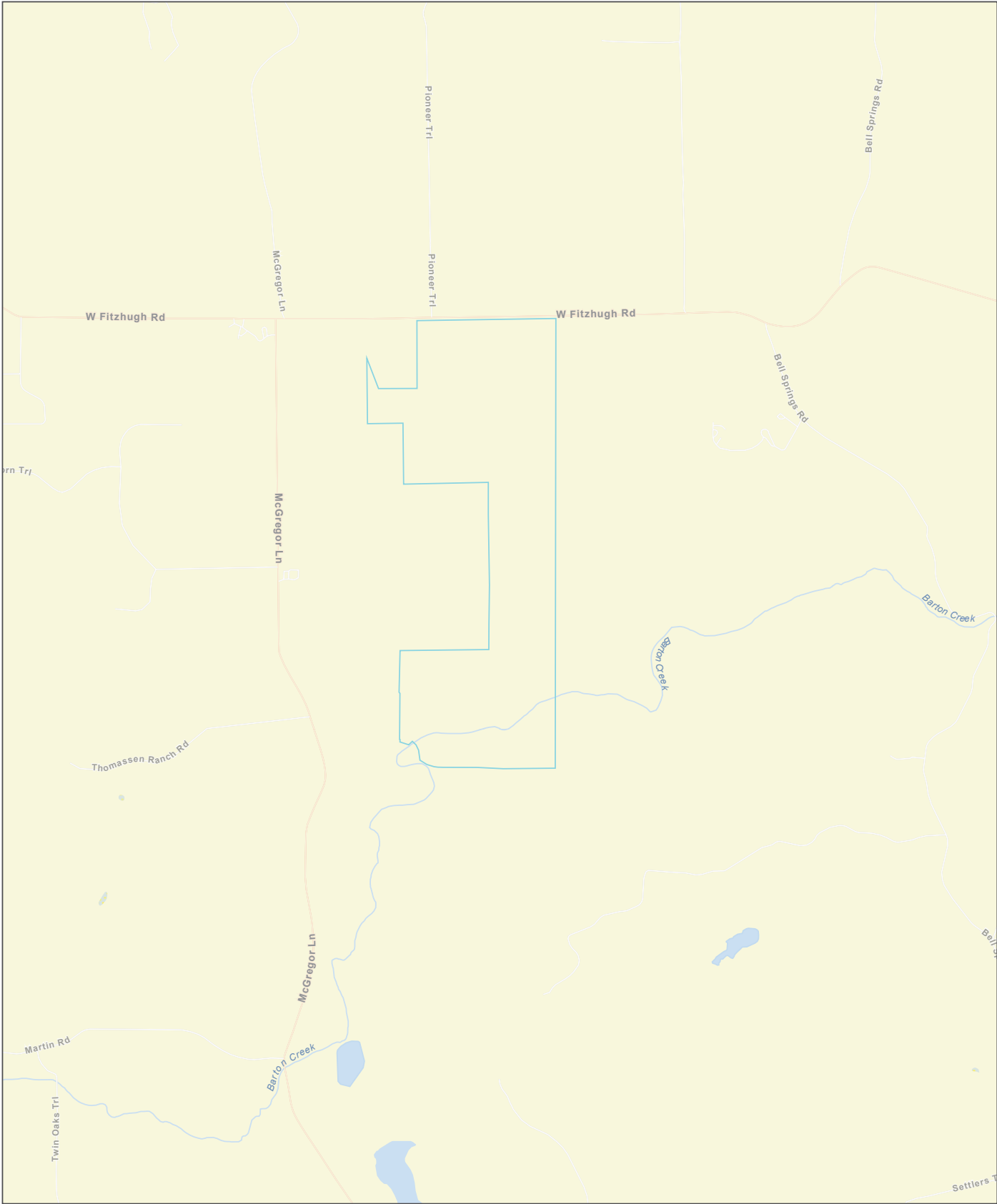
JOB NO.: 1243-19

DRAWN BY: CJJ

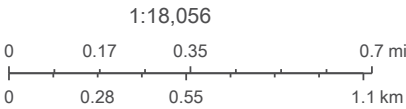
CHECKED BY: CJJ

SHEET: 1 OF 1

Hays CAD Web Map



9/14/2023, 12:30:22 PM



Esri Community Maps Contributors, City of Austin, Texas
Parks & Wildlife, CONANP, Esri, HERE, Garmin,
SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,
EPA, NPS, US Census Bureau, USDA



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Marcus Pacheco, Director

Sponsor:

Commissioner Smith

Agenda Item

PLN-2208-PC; Hold a Public Hearing followed by discussion and possible action regarding Carol Oaks, Lot 6, Replat.
SMITH/PACHECO

Summary

Carol Oaks, Lot 6, Replat is a proposed subdivision plat consisting of 2 lots across 4.93 acres located along Carol Ann Drive in Austin and Precinct 4. Water utility will be accomplished by private wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

Attachments

Plat
Location Map
Cover Letter
Application Disapproved Letter

RESUBDIVISION OF LOT 6
CAROL OAKS

TOTAL AREA: 4.93 ACRES
TOTAL NUMBER OF LOTS: 2
AVERAGE SIZE OF LOTS: 2.46 ACRES
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS 5-10 ACRES: 0
NUMBER OF LOTS 2-5 ACRES: 2
NUMBER OF LOTS 1-2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRE: 0

TOTAL AREA: 4.93 ACRES
TOTAL NUMBER OF LOTS: 2
AVERAGE SIZE OF LOTS: 2.46 ACRES
NUMBER OF LOTS OVER 10 ACRES: 0
NUMBER OF LOTS 5-10 ACRES: 0
NUMBER OF LOTS 2-5 ACRES: 2
NUMBER OF LOTS 1-2 ACRES: 0
NUMBER OF LOTS LESS THAN 1 ACRE: 0

Hemphill Subdivision
Instrument No. 16031218

Arlin Park, LLC
(6.33 Acres)
Volume 4867 Page 286
formerly
(7.43 Acres)
Volume 4867 Page 286
described in
Volume 249 Page 41

CAROL OAKS
Volume 2 Page 48
Hays County Plat Records

LOT 7

LOT 9

LOT 10

6B
2.32 Acres

6 A
2.61 Acres

LOT 5

LOT 12

LOT 13

CAROL ANN DRIVE (50')

ORIENTATION NOTE:
The orientation for this plat was based upon
the State Plane Coordinate System.
(4204 -- Texas South Central Zone)

SCALE: 1" = 100'

- Legend

- ⊗ ½" Iron Rod Found
- ◇ ½" Iron Rod Found with plastic cap imprinted with "Carson and Bush"
- ½" Iron Rod Set with plastic cap imprinted with "Holt Carson, Inc."
- IPF ⊗ ½" Iron Pipe Found
- ▲ 60D Nail Found

0 100 200 300

graphic scale



FITZHUGH ROAD
S45°16'23"E
direct tie 476.05

TRAIL DRIVER

1032140

RESUBDIVISION OF LOT 6 CAROL OAKS

THE STATE OF TEXAS
THE COUNTY OF HAYS
KNOW ALL MEN BY THESE PRESENTS:
THAT WE, DELTON ARLIN GLASS AND MICHELLE GLASS, OWNERS OF LOT 6, CAROL OAKS,
A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT
THEREOF RECORDED IN VOLUME 2 PAGE 48 OF THE PLAT RECORDS OF
HAYS COUNTY, TEXAS, AS CONVEYED TO US BY GENERAL WARRANTY DEED
RECORDED IN INSTRUMENT No. 19020899 OF THE OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TEXAS,
DO HEREBY RESUBDIVIDE SAID LOT 6 IN ACCORDANCE WITH THE
ATTACHED MAP OR PLAT TO BE KNOWN AS

RESUBDIVISION OF LOT 6 CAROL OAKS

SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND
NOT RELEASED, AND DO HEREBY DEDICATE TO THE PUBLIC USE OF THE STREETS
AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS THE ____ DAY OF _____ A.D., 20__.

DELTON ARLIN GLASS

WITNESS MY HAND THIS THE ____ DAY OF _____ A.D., 20__.

MICHELLE GLASS

THE STATE OF TEXAS
THE COUNTY OF HAYS
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED DELTON ARLIN GLASS
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
THE FOREGOING INSTRUMENT AND HE ACKNOWLEDGED TO ME THAT SHE
EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN
EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF
_____, A.D. 20__.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

THE STATE OF TEXAS
THE COUNTY OF HAYS
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED MICHELLE GLASS
KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO
THE FOREGOING INSTRUMENT AND SHE ACKNOWLEDGED TO ME THAT SHE
EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN
EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF
_____, A.D. 20__.

NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

THE STATE OF TEXAS
THE COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF
AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY
OF _____ A.D. 2022, AT ____ O'CLOCK ____ M. IN THE PLAT RECORDS OF
HAYS COUNTY, TEXAS, IN INSTRUMENT No. _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____ A.D. 2022.

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HAYS
I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY
THAT ON THE ____ DAY OF _____, A.D. 20__, THE COMMISSIONER'S COURT
OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD
OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE
SAID COURT IN INSTRUMENT No. _____

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____ A.D. 2022.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS.

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE
CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT
WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY
DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE
TRANSPORTATION DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES
THE REQUIREMENT FOR DRIVEWAYS SET FORTH IN TABLE 721.02 OF THE
HAYS COUNTY DEVELOPMENT REGULATIONS.

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF HAYS COUNTY,
TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND
OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND
ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN
SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN
CONNECTION THEREWITH SHALL BE THE RESPONSIBILITY OF THE OWNER
AND/OR THE DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN
ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE
COMMISSIONER'S COURT OF HAYS COUNTY, TEXAS, AND THE COMMISSIONERS
OF HAYS COUNTY, TEXAS, ASSUME NO OBLIGATION TO BUILD THE STREETS,
ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF
CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED
TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER
SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER
QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY
TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY, RAIN
WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE
BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED
TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH
HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT.

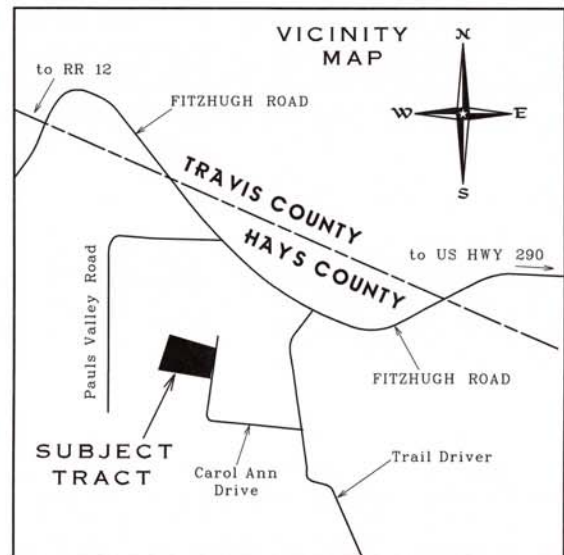
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL
ALL HAYS COUNTY DEVELOPMENT AUTHORIZATION REQUIREMENTS HAVE BEEN SATISFIED.

MARCUS PACHECO DIRECTOR
HAYS COUNTY DEVELOPMENT
SERVICES DEPARTMENT

ERIC VAN GAASBEEK
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

FINAL PLAT NOTES:

1. THIS FINAL PLAT IS NOT LOCATED WITHIN THE JURISDICTION OF ANY MUNICIPALITY.
2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS
AQUIFER RECHARGE ZONE.
3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE CONTRIBUTING ZONE OF THE
EDWARDS AQUIFER.
4. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS
INDEPENDENT SCHOOL DISTRICT.
5. NO PORTION OF THIS PROPERTY IS LOCATED WITHIN A DESIGNATED 100 YEAR
FLOOD PLAIN AS DELINEATED ON THE FLOOD INSURANCE RATE MAP PANEL No.
48209C D107 F, EFFECTIVE DATE OF SEPTEMBER 2, 2008, AS PREPARED BY THE
FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM PRIVATE WATER WELLS.
7. WASTEWATER SERVICE WILL BE PROVIDED TO EACH LOT BY AN ON-SITE SEWAGE FACILITY.
8. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.
9. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND TO PRESERVE THE CONDITIONS
OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS
SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLICLY DEDICATED
ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN ISSUED BY HAYS COUNTY.
10. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE
REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE.
FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS
FOLLOWING THE FILING OF THE PLAT.
11. THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY EMERGENCY SERVICES
DISTRICT No. 1 AND 6.

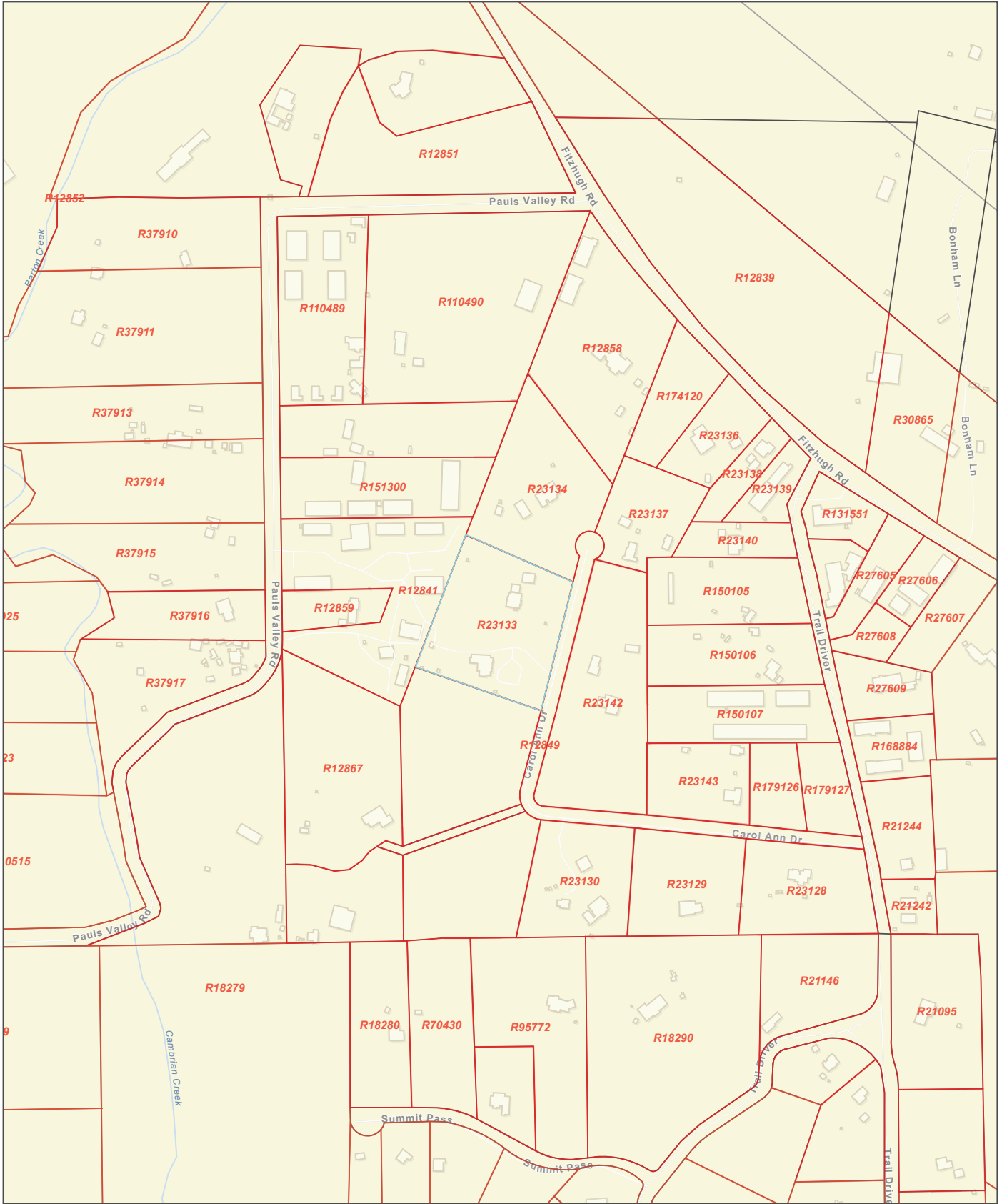


STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS,
HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE
HAYS COUNTY SUBDIVISION REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND
CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER
MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED
UNDER MY SUPERVISION.

HOLT CARSON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5166
HOLT CARSON, INC.
1904 FORTVIEW ROAD AUSTIN, TEXAS 78704
FIRM 10050700

DATE

Hays CAD Web Map

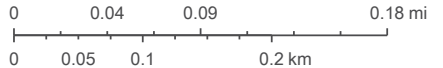


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 Parcels

— Lot Lines

1:4,514



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Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP,
Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc,
METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

Hays County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only



Hays County Commissioners Court Agenda Request

Meeting Date: October 10th, 2023

Requested By: Marcus Pacheco, Director

Prepared By: Efren Chavez, County Planner

Department Director: Marcus Pacheco

Sponsoring Court Member: Commissioner Walt Smith, Precinct 4

AGENDA ITEM LANGUAGE:

PLN-2208-PC; Hold a Public Hearing, followed by discussion and possible action regarding the Carol Oaks, Lot 6, Replat.

BACKGROUND/SUMMARY OF REQUEST:

- A) Carol Oaks, Lot 6, Replat is a proposed subdivision plat located off Carol Ann Drive in Austin and Precinct 4.
- B) The proposed replat will establish 2 lots across 4.93 acres.
- C) Water utility will be accomplished by private wells. Wastewater utility will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Staff has initiated review pursuant to Texas Local Gov't Code Chapter 232 and the Development Regulations of Hays County as set forth. The actions remaining are to hold a public hearing, followed by discussion and possible action on final determination for the Replat.

The application has no variances requested.

Staff recommends Disapproval for Carol Oaks, Lot 6, Replat based on the deficiencies as outlined in the backup.

ATTACHMENTS/EXHIBITS:

Plat

Location Map

Application Disapproved Letter



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

Application Disapproved

Owner Information:

Delton & Michelle Glass

401 Carol Ann Drive, Austin TX 78737

deltonpersonal@gmail.com

Date: 9/22/2023

Project ID: PLN-2208-PC

Application Type: Replat/Revision

Application Status: Application Disapproved

To whom it may concern,

Hays County staff has completed a detailed review for the above Application. In accordance with Texas Local Government Code, Chapter 232, the Application has been Disapproved. Below are the remaining deficiencies listed with the Application. A written response to each comment below is required. In addition to the written response, any updated documents, files, or information must be uploaded to the MyGovernmentOnline Customer Portal.

Digital Data Review

1. The digital data is denied due to the following:

Per Section 4.1 of the Hays County Digital Data Submission Standards, add northing/easting coordinates identified with annotation for at least two widely separated corners of the overall replatted lots.

Per Section 4.1 of the Hays County Digital Data Submission Standards, add a minimum of two ground control points (GCPs) tied to at least two exterior corners of the overall replatted lots. The GCPs shall be from a published source (Hays County, LCRA, NGS) and annotated with the relevant benchmark identification. GCPs can be viewed and downloaded from the Hays County GIS Open Data Portal: <https://hays-county-haysgis.hub.arcgis.com/>.

Per Section 4.1 of the Hays County Digital Data Submission Standards, add a closed polygon for each lot being replatted. Use a layer name related to "lot".

The layers are currently named "30," "22," "8," "40," etc. Please correct the layer names to relate to the feature they're describing. Per Section 4.0 of the Hays County Digital Data Submission Standards, the digital data shall be submitted in separate and relevantly named layers.

You can find the most up-to-date Hays County Digital Data Submission Standards here:

<https://hays-county-haysgis.hub.arcgis.com/pages/development-services>

On-Site Sewage Facility (OSSF) Review

1. Submit a site plan that accurately indicates the location of OSSF and drain field. Include the new proposed lot lines and setbacks from both OSSFs.
2. You must update note 7. These lots are restricted to Advanced On-Site Sewage systems.

Planning Review

1. **General:** Please revise the plat title to "Replat" rather than Resubdivision.



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

- 2. Per Hays County Development Regulations Chapter 705 § 5.01 (B) General Information:**
The boundary lines and total acreage of the Original Tract, the Subject Property and the proposed Subdivision.

Please include an inset map of the original lot configuration.
- 3. Per Hays County Development Regulations Chapter 705 § 5.01 (I) General Information:**
Name and address of the Owner(s) of the Subject Property, and Applicant if not the Owner.
Please add the address of the property own to their signature block.
- 4. Per Hays County Development Regulations Chapter 705 § 5.01 (M) General Information:**
The location of Political Subdivision (e.g. school districts, municipal utility districts, groundwater conservation districts, emergency services districts, etc.) boundaries and/or a statement clearly indicating in which Political Subdivision(s) the Subdivision is located. In the event any Lot lies within more than one Political Subdivision then the plat shall clearly state the number of acres within the Lot that lies within each Political Subdivision.
Please add a plat note that states this property lies within the jurisdiction of the Hays Trinity Groundwater Conservation District.
- 5. Per Hays County Development Regulations Chapter 705 § 5.03 (G) Roadway and Right-of-Way Information:** A designation of the classification of each roadway to be constructed or existing roadways abutting any Lot as determined in accordance with Chapter 721 below.
Please list the classification for Carol Ann Drive as a "*Rural Country Lane*".
- 6. Per Hays County Development Regulations Chapter 705 § 8.01 (F) General Information:** The building setback lines from Regulated Roadways identified in Chapter 721.
Please include a 25' building setback line from Carol Ann Drive.
- 7. Per Hays County Development Regulations Chapter 705 § 8.03 (F) Roadway and Right-of-Way Information:** The following statement shall appear prominently on the Final Plat: "*No driveway constructed on any Lot within this subdivision shall be permitted access onto a public or private roadway unless: (1) a Permit for use of the County Roadway Right-Of-Way has been issued under Chapter 751; and, (2) the driveway satisfies the minimum spacing requirement for driveways set forth in Chapter 721.*"
Please revise plat note 9 to appear exactly as above.
- 8. General:** Please revise the Floodplain Administrator's signature block to appear as the example below:

ERIC VAN GAASBEEK, R.S., C.F.M.
FLOODPLAIN ADMINISTRATOR
HAYS COUNTY DEVELOPMENT SERVICES
- 9. General:** Under the County Certification block that contains the Judge's signature is missing a line for the instrument no.
- 10. Per Hays County Development Regulations Chapter 701 § 9.04 and 705 § 12.03:** Conduct and provide proof of Posted Notice.



Hays County Development Services

2171 Yarrington Rd, Suite 100, Kyle TX 78640

(P) 512-393-2150 (Web) www.hayscountytexas.com

If you have any questions, please contact the Hays County Planning Division at 512-393-2150 (ext. 4) or by emailing planning@co.hays.tx.us.

Thank you,

Efren Chavez

Planning Division

Hays County Development Services



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute the Hays County Social Service Funding Agreement between Hays County and Capital Investing in Development and Employment of Adults, Inc (IDEA) regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly. **INGALSB**

Summary:

Funds can only be used by Grantee for the agreed upon capital expenditures to respond to public health needs from the direct and indirect impacts of COVID-19.

Attachment: ARPA Agreement
PW

Fiscal Impact:

Amount Requested: \$90,000.00
Line Item Number: 011-763-99-159.5600_044

Budget Office:

Source of Funds: American Rescue Plan Act (ARPA) Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
(\$90,000) - Increase Intergovernmental Revenue 011-763-99-159.4301
\$90,000 - Increase Project Contribution 011-763-99-159.5600_044

Purchasing Office:

Purchasing Guidelines Followed Y/N?: ARPA Subrecipient Agreement

Auditor's Office:

G/L Account Validated Y/N?: Yes
New Revenue Y/N?: Yes, \$90,000 in Intergovernmental Revenue
Comments:

Attachments

Agreement - IDEA
PW - Capital Idea

**HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH CAPITAL INVESTING IN DEVELOPMENT AND EMPLOYMENT OF ADULTS INC**

This Social Service Funding Agreement ("the Agreement"), is made by and between **Hays County, Texas** (the "County") located at 712 S. Stagecoach Trail, Suite 1071, Texas 78666, and the **Capital Investing in Development and Employment of Adults Inc** (the "Agency"), a non-profit corporation, located at 835 N Pleasant Valley Rd, Austin, Texas 78702.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to provide assistance to households and individuals including assistance for individuals who want and are available for work, including those who are unemployed, have looked for work sometime in the past 12 months, who are employed part time but who want and are available for full-time work, or who are employed but seeking a position with greater opportunities for economic advancement; and

WHEREAS, the Agency would like to request funding from the County made available under Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act ("ARPA Act");

WHEREAS, the County seeks to implement funding derived from the ARPA Act after March 2, 2021 in order to maximize benefits for Hays County residents; and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the ARPA Act funds.

NOW, THEREFORE, WITNESSETH:

Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

1. **Effective Date.** The effective date of this Agreement ("Effective Date") is the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.
2. **Term.** The initial term of this Agreement is from the Effective Date to provide ARPA Act funding through December 31, 2025. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering ARPA Act Funds, until

December 31, 2025. After 2025, the contract must be revisited by County's governing body.

I.

GENERAL OVERVIEW

- 1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for Hays County residents.
- 1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").
- 1.3 Distribution of ARPA Act Funds. The County will pay ARPA Act funds during the period that begins on the Effective Date and ends on December 31, 2025. All funding will comply with ARPA program guidelines and services described in Exhibit A as attached.

The Agency agrees to accept the not to exceed amount of \$90,000.00 that will be disbursed from ARPA Act Funds.

II.

AGENCY PERFORMANCE REQUIREMENTS

- 2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the ARPA Act funds (SLFRF Assistance Listing Number – Hays County ALN 21.027 awarded by United States Department of the Treasury) consistent with the terms and conditions of this Agreement and the Act. As a Subrecipient, the Agency will be responsible for, among other things, determining eligibility for distribution of Federal funds, making programmatic decisions, and taking responsibility for compliance with the ARPA Act and other federal laws.
- 2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.
- 2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The

Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. The agency may elect to take the 10% de minimis indirect cost rate allowed by 2 C.F.R. Part 200. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

- 2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

- 3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over \$90,000.00 from ARPA Act Funds.

IV.

ADDITIONAL REQUIREMENTS RELATED TOTHE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

- 4.1 Use of Funds
- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- 4.2 Scope of Activities; Budget.
- a. Activities. The Agency shall provide and administer the ARPA Act activities with the provisions of this Agreement (hereinafter "Activities").
 - i. Such Activities shall include those activities included in the ARPA Act funds budget attached to this Agreement as Exhibit A.
 - ii. The Agency shall make no unauthorized changes in the ARPA Act Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Agency and approval by the County. All other changes must be amended in accordance with Section V of

this Agreement.

- b. Budget. The Agency has submitted for approval to the County a detailed ARPA Act funds budget; which, in its approved form, is attached hereto as Exhibit A (hereinafter "Budget"). The County and the Agency may mutually agree to revise said budget from time to time in accordance with existing County policies. The County will pay to Agency ARPA Act funds consistent with Agency's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Agency will be made for eligible expenses actually incurred and shall not exceed actual cash requirements.

- 4.3 Period of Performance The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on the Effective Date, and ends on December 31, 2026.
- 4.4 Reporting Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
- 4.5 Payment
 - a. Amount of Grant. The amount to be paid to the Agency for the provision and administration of Activities under this Agreement shall be the total budget amount included in the ARPA funds budget attached to this contract as Exhibit A, payable as follows: drawdowns for the payment of eligible expenses shall be made upon Exhibit C, reviewed and approved by Hays County Program Manager for eligibility under the ARPA and for compliance with the terms of this Agreement.
 - b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Agency as a reimbursement and shall be expressly contingent upon (i) the Agency submitting a request on Exhibit C, that (a) states Salaries and Fringe Benefits for entity staff, and certain costs for the Career Expressway program including, Contractual Services, Salaries and Fringe, and Supplies, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, copy of Payroll Reports that show Salary and Fringe Benefits for entity staff contracts, completed assistance applications, and canceled checks for Career Expressway program expenses including, Contractual Services and Supplies paid by the Agency during the preceding month, and (ii) review, approval and audit of the Exhibit C by the County Program Manager and/or the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.
- 4.6 Insurance Payments Funds may be used to pay for Insurance Premiums for Hays County Residents who are uninsured.
- 4.7 Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
- 4.8 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
- 4.9 Administrative Costs Recipient may use funds provided under this award to cover both direct and indirect costs.
- 4.10 Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
- 4.11 Conflicts of Interest Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
- 4.12 Compliance with Applicable Law and Regulations
- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

- vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 4.13 Remedial Actions In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 4.14 Hatch Act Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 4.15 False Statements Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

- 4.16 Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
- 4.17 Debts Owed the Federal Government
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
- 4.18 Disclaimer
- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
 - b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
- 4.19 Protections for Whistleblowers.
- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 4.20 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 4.21 Reducing Text Messaging While Driving Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

V

GENERAL CONDITIONS

- 5.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.
- 5.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.
- 5.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.
- 5.4. Venue and Law. Venue for any legal action related to this Agreement is in Hays County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.
- 5.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.
- 5.6. Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.
- 5.7. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.
- 5.8. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be

terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.

- 5.9. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

- 5.10 Notices. Notices required by this Agreement are as follows:

County;

County Judge
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

and

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

Agency:

Capital Investing in Development and
Employment of Adults Inc
835 N Pleasant Valley Rd
Austin, Texas 78702
Attention: Alyssia Palacios-Woods

- 5.11 Procurement. The Parties recognize that Agency's status as a Subrecipient satisfies procurement requirements under 2 C.F.R. Part 200. However, should the laws of the State of Texas also or instead be applied to this Agreement, then the Parties agree that the Hays County Commissioners Court, by way of approving this Agreement, has granted an exemption to competitive procurement pursuant to Texas Local Government Code §262.024(a)(4) and §262.024(a)(2).

(SIGNATURE PAGE FOLLOWS)

HAYS COUNTY, TEXAS.

By: _____
Ruben Becerra
Hays County Judge

_____ Date

ATTEST:

By: _____
Elaine H. Cardenas MBA PhD

_____ Date

Capital Investing in Development and Employment of Adults Inc

By: _____
Alyssia Palacios-Woods
Executive Director

_____ Date

Exhibit A

| Budget | | |
|--------|---|--------------------|
| Line | Item | Approved Budget |
| | PERSONNEL | |
| 1 | Salaries | \$11,475.00 |
| 2 | Fringe Benefits | \$3,442.50 |
| 3 | <i>SUBTOTAL PERSONNEL</i> | \$0.00 |
| | OPERATIONS | |
| 4 | Professional Services | \$0.00 |
| 5 | Equipment | \$0.00 |
| 6 | Supplies | \$6,232.50 |
| 7 | Contractual Services | \$68,850.00 |
| 8 | Rent/Utilities | \$0.00 |
| 9 | Department Specific Costs | \$0.00 |
| 10 | Outreach | \$0.00 |
| 11 | | \$0.00 |
| 12 | | \$0.00 |
| 13 | | \$0.00 |
| 14 | | \$0.00 |
| 15 | | \$0.00 |
| 16 | | \$0.00 |
| 17 | | \$0.00 |
| 18 | | \$0.00 |
| 19 | | \$0.00 |
| 20 | <i>SUBTOTAL OPERATIONS</i> | \$75,082.50 |
| 21 | <i>Personnel and Operations Subtotal</i> | \$90,000.00 |
| | INDIRECT COST | |
| 22 | Administration - 10% de minimus | \$0.00 |
| 23 | <i>SUBTOTAL Indirect Cost</i> | \$0.00 |
| | TOTALS | \$90,000.00 |

**SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT
TO THE AMERICAN RESCUE PLAN ACT**

EXHIBIT B

The County of Hays (the “County”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of August 22, 2023, by and between the Agency and the County (the “Agreement”). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Subrecipient shall comply with the following federally required supplementary conditions (the “Supplementary Conditions”) which are hereby incorporated into the Agreement.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

SUPPLEMENTARY CONDITIONS

The following terms and conditions apply to the Agreement.

GENERAL CONDITIONS

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.
- 2. STATUTORY AND REGULATORY COMPLIANCE.** Subrecipient shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS.** The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Subrecipient or any of its subcontractors violate or breach any Agreement term. If the Subrecipient or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Subrecipient must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Subrecipient, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

5. RECORDS AND REPORTING REQUIREMENTS. The Subrecipient shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the “Records”) consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Subrecipient within the County of Hays or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Hays, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect, the County’s right to discovery in any pending or future litigation. The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Subrecipient shall cooperate with all County efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the U.S. Treasury.

7. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that the Subrecipient and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Subrecipient shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Subrecipient shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by

the County, Subrecipient shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. SUBCONTRACTING. The Subrecipient represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Subrecipient will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY. The Subrecipient shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

11. INDEMNIFICATION. The Subrecipient shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subrecipient in the performance of the services called for in the Agreement.

12. TERMINATION. If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

A. **TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under the Agreement shall, at the option of the County, become the County's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.

B. **TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).** The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Subrecipient. If the Agreement is terminated by the County as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to Agreements exceeding \$100,000). The Subrecipient certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

15. AUDIT / ACCESS TO RECORDS. The County, U.S. Treasury, the Comptroller General of the United States, the Office of the Hays County Auditor, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Subrecipient's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Subrecipient agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Subrecipient records that may be provided under the Agreement.

16. MAINTENANCE/RETENTION OF RECORDS. Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the

County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may be provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

17. COPYRIGHT. Any creative or literary work developed or commissioned by the Subrecipient with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

- A. If the County shares its right to copyright such work with the Subrecipient, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Subrecipient, sub-Subrecipient, or a Subrecipient purchases ownership with ARPA funding support provided by the County under the Agreement.
- B. The Subrecipient shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:

“This project was supported by ARPA funding administered by the County of Hays, Texas and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Hays, New York or the U.S. Department of the Treasury.”

18. COUNTY SEAL, LOGO, AND FLAGS. The Subrecipient shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.

19. NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient’s actions pertaining to the Agreement.

21. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. The Subrecipient and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:
1. procure or obtain;
 2. extend or renew a contract to procure or obtain; or
 3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - II. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. The Subrecipient and/or applicable subcontractor’s attention is directed to Public Law 115–232, section 889 for additional information.

- D. The Subrecipient and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

22. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

23. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Subrecipient will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

24. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

26. AGE DISCRIMINATION ACT OF 1975. The Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

27. NONDISCRIMINATION. The Subrecipient shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Subrecipient shall comply with and must include in each non-exempt subcontract the following equal opportunity clause provided under 41 CFR

§ 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor":

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
- D. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

29. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Subrecipient shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
1. Recruitment, advertising, and job application procedures;
 2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 3. Rates of pay or any other form of compensation and changes in compensation;
 4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 5. Leaves of absence, sick leave, or any other leave;
 6. Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;
 7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 8. Activities sponsored by the Subrecipient including social or recreational programs; and
 9. Any other term, condition, or privilege of employment.
- B. The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- C. In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.
- D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
- E. The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of section 503 of the Rehabilitation Act of 1973, as

amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

- F. The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Exhibit C

SAMPLE INVOICE

HAYS COUNTY CONTRACT EXPENDITURE REPORT

Report Period: **JANUARY 2023**

Invoice Number: **01**

Agency: **Capital IDEA**

Program:

Agency contact: Eva Rios-Lleverino

512-485-9353

Current contract term:

E-mail: erios@capitalidea.org

| Line | Approved Budget | | Actual Expenditures & Balance | | |
|------|--|--------------------|-------------------------------|-------------------------|--------------------|
| | Item | Approved Budget | Programmatic Expenditures | Cumulative Expenditures | Budget Balance |
| | PERSONNEL | | | | |
| 1 | Salaries | \$11,475.00 | \$0.00 | \$0.00 | \$11,475.00 |
| 2 | Fringe Benefits | \$3,442.50 | \$0.00 | \$0.00 | \$3,442.50 |
| 3 | SUBTOTAL PERSONNEL | \$14,917.50 | \$0.00 | \$0.00 | \$14,917.50 |
| | OPERATIONS | | | | |
| 4 | Professional Services | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 5 | Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 6 | Supplies | \$6,232.50 | \$0.00 | \$0.00 | \$6,232.50 |
| 7 | Contractual Services | \$68,850.00 | \$0.00 | \$0.00 | \$68,850.00 |
| 8 | Rent/Utilities | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 9 | Department Specific Costs | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 10 | Outreach | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 11 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 12 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 13 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 14 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 15 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 16 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 17 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 18 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 19 | | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 20 | SUBTOTAL OPERATIONS | \$75,082.50 | \$0.00 | \$0.00 | \$75,082.50 |
| 21 | Personnel and Operations Subtotal | \$90,000.00 | \$0.00 | \$0.00 | \$90,000.00 |
| | INDIRECT COST | | | | |
| 22 | Administration - 10% de minimus | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 23 | SUBTOTAL Indirect Cost | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 24 | PAYMENT REQUEST | | | | |
| 25 | TOTALS | \$90,000.00 | \$0.00 | \$0.00 | \$90,000.00 |

Preparer's Signature: _____

Date: _____

Authorized Signature: _____

Date: _____

APH USE ONLY:

Reviewed & approved by: _____

Date: _____



2023

HCTX111_Capital IDEA

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Capital IDEA

| | | | |
|-----|---|---|------------|
| 1 | Capital IDEA Overview | 2 | Deleted: 2 |
| 1.1 | Designating a Public Health Impact | 2 | Deleted: 2 |
| 1.2 | Designing a response to a pandemic harm | 2 | Deleted: 2 |
| 1.3 | Program Summary | 5 | Deleted: 5 |
| 2 | Comparative Analysis..... | 5 | Deleted: 5 |
| 2.1 | Reasonableness & Proportionality..... | 5 | Deleted: 5 |
| 3 | Eligibility | 6 | Deleted: 6 |
| 3.1 | Final Rule Overview..... | 6 | Deleted: 6 |
| 3.2 | Compensation – Fringe Benefits | 7 | Deleted: 7 |

1 CAPITAL IDEA OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Capital Investing in Development and Employment of Adults Inc (Capital IDEA) is a 501(c)(3) nonprofit organization, that normally receives a substantial part of their support from grants and donations. Founded in 1998, Capital IDEA has provided unemployed and underemployed Central Texas adults access to economically self-sufficient growth jobs.

In the early months of the pandemic, the United States experienced the sharpest economic downturn on record, with unemployment spiking to 14.8 percent in April 2020. While a strong economic recovery is underway, long-standing disparities in health and economic outcomes in underserved communities, that amplified and exacerbated the impacts of the pandemic, also present continued barriers to full and equitable recovery.¹

Adults without a bachelor's degree had larger job losses during the recession — a decline of 19.4 percent between February and April 2020 — than adults with more education. They later recovered many of those early losses, but employment among these adults was still 3.0 percent below February 2020 levels in July 2023.²

In contrast, job losses among adults with a bachelor's degree or above were just 6.2 percent at their worst in April 2020. As a group, these highly educated adults had recovered all job losses as of July 2021, and in July 2023 their employment was 8.1 percent above February 2020.³

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

The U.S. Department of the Treasury recognizes that the pandemic caused broad based impacts that affected many communities, households, and small businesses across the country for example many workers faced unemployment and many small businesses saw declines in revenue. Low- or-moderate income households or communities, households that experienced unemployment, households that experienced increased food or housing insecurity are all eligible beneficiaries of assistance under the Coronavirus State and Local Fiscal Recovery Fund (SLFRF). Enumerated eligible uses for these funds include:⁴

- Assistance to individuals who want and are available for work, including:
 - job training,
 - public jobs programs and fairs,
 - support for childcare and transportation to and from a jobsite or interview,
 - incentives for newly-employed workers, subsidized employment,
 - grants to hire underserved workers,
 - assistance to unemployed individuals to start small businesses, and

¹ Coronavirus State and Local Fiscal Recovery Fund Final Rule | 31 CFR Part 35

² Chart Book: Tracking the Recovery from the Pandemic Recession | Center on Budget and Policy Priorities

³ Ibid.

⁴ Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule

- development of job and workforce training centers

1.2.1 Program Outline

The Career Expressway by Capital IDEA aims to connect individuals with careers in healthcare, information technology (IT), skilled trades, and advanced manufacturing. The Career Expressway takes students from where they are, supports them in a college degree or certificate program, and connects them with future employers. This is done in several ways.

- Money for School
 - As a Career Expressway student, the tuition bill from Austin Community College or Temple College, is paid for by Capital IDEA.
- Funding for Books
 - Capital IDEA provides students with book vouchers that cover the cost of textbooks.
- Childcare
 - Capital IDEA has partners that offer childcare assistance to cover a substantial portion of childcare costs while students are in classes.
- College Prep
 - If needed, Capital IDEA helps get students college ready with its College Prep program. They offer one-on-one support to build reading, writing, and math skills.
- Career Navigators
 - Career Navigators support and guide students through their college journey to help them succeed.
- Career Placement
 - Upon graduation, Capital IDEA continues to guide students through job searches to ensure a successful transition from college to career.

1.2.2 Performance Indicators

The program will report on the following performance indicators in relation to Hays County SLFRF funds expended:

- Employment Rate
 - The count and percentage of participants who are in unsubsidized employment after exit from the program
- Median Earnings
 - The median earnings for participants who are in unsubsidized employment after exit from the program
- Credential Attainment
 - The percentage of those participants enrolled in an education or training program who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program.
 - A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is

enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program.

- Effectiveness in Serving Employers (Select two)
 - Approach 1 - Retention with the same employer - addresses the programs' efforts to provide employers with skilled workers;
 - Approach 2 - Repeat Business Customers - addresses the programs' efforts to provide quality engagement and services to employers and sectors and establish productive relationships with employers and sectors over extended periods of time; and
 - Approach 3 - Employer Penetration Rate - addresses the programs' efforts to provide quality engagement and services to all employers and sectors within a State and local economy.

1.2.3 Student Eligibility

Hays County students are eligible to enroll in the Career Expressway if they earn less than or equal to 200% of the Federal Poverty Guidelines (Table 1).

Table 1:Capital IDEA Income Guidelines

| County | Healthcare | IT | Trades & Other |
|--------|------------|------|----------------|
| Hays | 200% | 200% | 200% |

1.2.4 Cost per Student

Capital IDEA is currently serving 80 Hays County residents and they are typically in the Career Expressway program for three years each. The cost per student varies based on residency in the college’s district and the costs/eligibility listed above. Capital IDEA has estimated a cost of \$5,000 to \$7,000 per student, per year. These estimates include all proposed costs.

1.2.5 Project Budget

Hays County will fund two years of the Capital IDEA program for approximately 17 students. The total for each fiscal year (2024 & 2025) will be \$45,000 (Table 2).

Table 2:Capital IDEA Program Budget

| Estimated Count of Students | Estimated Cost Per Student | FY 2024 | FY 2025 |
|-----------------------------|----------------------------|----------|----------|
| 17 | \$5,882 | \$45,000 | \$45,000 |

Expenses would include wages and fringe benefits for the Capital IDEA staff spending time as Career Navigators and Career Placement experts, the costs of contracting with partners to provide childcare and college prep work, payment of tuition to Austin Community College or Temple College, and supplies like course books. The estimated costs are outlined in Table 4.

Table 3. Career Expressway SLFRF Expenses, 2024-2025

Deleted: 4

| Expense | 2024 Year 1 | 2025 Year 2 |
|---|------------------------|------------------------|
| Salaries | \$5,738 | \$5,738 |
| Salary 13% - (Career Navigator/Placement) | \$5,738 | \$5,738 |
| Fringe Benefits | \$1,721 | \$1,721 |
| Payroll taxes/insurance/benefits | \$1,721 | \$1,721 |
| Contractual Services | \$34,425 | \$34,425 |
| Childcare | \$7,650 | \$7,650 |
| College Prep | \$3,825 | \$3,825 |
| Money for School | \$22,950 | \$22,950 |
| Supplies | \$3,116 | \$3,116 |
| Funding for Books | \$3,116 | \$3,116 |
| TOTAL EXPENSE | \$45,000 | \$45,000 |

1.3 PROGRAM SUMMARY

Through a subrecipient agreement for the amount of \$90,000 Capital IDEA would be able to fund 17 students through two years of their Career Expressway program.

As the subrecipient, Capital IDEA will be responsible for collecting and managing all eligibility documentation. The subrecipient agreement ensures access to Capital IDEA's records pertaining to this program. Audits will be performed by the Hays County to determine compliance with program requirements. Oversight of spending and program progress will be monitored through submission of the Capital IDEA general ledger.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

Capital IDEA has drafted a proforma budget for two years of the Career Expressway program. Expenses for each year would include the wages and fringe benefits for the Capital IDEA staff spending time as Career Navigators and Career Placement experts, the costs of contracting with partners to provide childcare and college prep work, payment of tuition to Austin Community College or Temple College, and supplies like course books.

The wages for the staff time allocated to the Career Expressway program initiative are presented at a range of 13% of a \$90,000 average salaried staff member over the two-year period. The Austin–Round Rock–San Marcos metropolitan statistical area demonstrates in Table 3 that a full-time employee would average \$45,000. Fringe costs of \$3,442.50 are in line with Bureau of Labor Statistics evaluation that the employer cost for a civilian worker averages benefits account for 31 percent of total compensation.⁵

⁵ Employer Costs for Employee Compensation - December 2022 | BLS

Table 4: Bureau of Labor Statistics Mean Salaries, Austin MSA

| Occupation | Mean Salary |
|--|-----------------|
| Adult Basic Education, Adult Secondary Education, and English as a Second Language Instructors | \$48,010 |
| Community and Social Service Specialists, All Other | \$49,820 |
| Demonstrators and Product Promoters | \$41,750 |
| Human Resources Assistants, Except Payroll and Timekeeping | \$44,440 |
| Office and Administrative Support Occupations | \$45,610 |
| Office and Administrative Support Workers, All Other | \$42,160 |
| Social and Human Service Assistants | \$41,790 |
| Average | \$44,797 |

Tuition for Austin Community College District offers a Net Price Calculator⁶ for prospective students. Using its calculations from the 2021-22 Academic Year for a student earning up to \$49,000 per year we can draw comparisons to the Career Expressway program's expenses in Table 6. The cost for one SLFRF funded student is determined by taking the budget expense for one year and dividing it by 7.65.

Table 5: ACC and SLFRF Expense Comparison

| Austin Community College Expense Category | Austin Community College Net Price | SLFRF Expense Category | SLFRF Expense (1 Student) |
|---|------------------------------------|--------------------------|---------------------------|
| Tuition and fees | \$2,550 | Money for School | \$3,000 |
| Cost of books and supplies | \$1,200 | Funding for Books | \$407 |
| Estimated other expenses | \$4,256 | Childcare + College Prep | \$1,500 |
| | | Childcare | \$1,000 |
| | | College Prep | \$500 |
| Grand Total | \$8,006 | | \$4,907 |

The budget per individual student will vary based on factors such as income thresholds, book costs, childcare, etc. Over all, the cost of the Career Expressway of \$5,000 to \$7,000 per student per year is reasonable.

3 ELIGIBILITY

3.1 FINAL RULE OVERVIEW

SLFRF funding may be used to provide assistance to households and individuals including:

- Assistance for individuals who want and are available for work, including those who are unemployed, have looked for work sometime in the past 12 months, who are employed part

⁶ Net Price Calculator \$49K | Austin Community Colleg

time but who want and are available for full-time work, or who are employed but seeking a position with greater opportunities for economic advancement;⁷

Hays County awarding \$90,000 to Capital IDEA as a subrecipient of ARPA SLRFR monies is an enumerated eligible use as the county would be assisting households and individuals with low- or-moderate incomes to equitably participate in the strong economic recovery underway.

3.2 COMPENSATION – FRINGE BENEFITS⁸

General. Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in § 200.431. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part, and that the total compensation for individual employees:

- 1) Is reasonable for the services rendered and conforms to the established written policy of the non-Federal entity consistently applied to both Federal and non-Federal activities;
- 2) Follows an appointment made in accordance with a non-Federal entity's laws and/or rules or written policies and meets the requirements of Federal statute, where applicable; and
- 3) Is determined and supported as provided in paragraph (i) of this section, when applicable.

⁷ 31 CFR 35.6(b)(3)(ii)(A)(8)

⁸ 2 CFR 200.431(a)



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Stephanie Hunt

Sponsor:

Commissioner Cohen

Co-Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action to execute a Master Lease Agreement with Ricoh USA, Inc. to add a copier for the Procurement Office, \$153.20 monthly. **COHEN/SMITH/HUNT**

Summary:

The Procurement Office is requesting a printer/copier for the office utilizing the Ricoh USA, Inc. Buyboard Contract #713-23, funds were budgeted in the FY 2024 Budget.

Fiscal Impact:

Amount Requested: \$1,838.40 (annual)

\$1,750.00 (FY24)

Line Item Number: 001-622-00.5473

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Budgeted for an expected delivery date of October 23rd or after.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Yes, Buyboard Contract #713-23

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes

New Revenue Y/N?: N/A

Comments:

Attachments

Ricoh Quote

Ricoh Agreement

| Current Needs | | | | Proposed Unit & Pricing | | | | | |
|--------------------|----------|---------------------|------------------------|-------------------------|---------------|-----------------------------|------------------------|--------------------------|------------------|
| Department | Color/BW | Average BW Usage | Average Color Usage | Fax | Proposed Unit | Monthly Lease Payment | Pooled Service Plan | RMSSC Service Base | MONTHLY TOTAL |
| Procurement Office | Color/BW | 500 | 100 | no | IMC2510 | \$ 137.31 | \$ 12.00 | \$ 5.26 | \$ 159.83 |
| Total | | | | | | | | | |

60 Month Lease Per Unit (Buyboard #713-23)

*** Service Cost includes:**

Monthly Service Base Payment - Toner Included

Monthly Base BW Images 500

Monthly Base COLOR Images 100

Additional Usage Rates

B/W additional image rate 0.0055

Color additional image rate 0.046



Created By: **JOHN GAYAUT** | Phone: 15125652000 | Email: john.gayaut@ricoh-usa.com

Your Configured RICOH IM C2510



*Note: The image is a photo realistic illustration of your selected configuration.

DIMENSIONS

| WIDTH | DEPTH | HEIGHT |
|----------------|----------------|----------------|
| 23.10in | 27.60in | 47.60in |
| (587mm) | (701mm) | (1,209mm) |

Actual dimensions may vary. These are approximate only.

POWER CONSUMPTION (MAIN UNIT)

120V-127V, 60Hz

Additional power requirements may apply.

Please read each option's description copy to see if additional power sources are needed.

Your Chosen Options

- IM C2510
- Cabinet Type A5
- Internal Finisher SR3310 (500 sheet)



Main Unit

| Item/Description | Item # | Power Requirements |
|------------------|--------|--------------------|
| IM C2510 | 419348 | 120V-127V, 60Hz |

Paper Tray & Optional Accessories


| Item/Description | Item # | Power Requirements |
|------------------|--------|--------------------|
| Cabinet Type A5 | 52721 | N/A |

Output & Finishing Options


| Internal | | |
|--------------------------------------|--------|--------------------|
| Item/Description | Item # | Power Requirements |
| Internal Finisher SR3310 (500 sheet) | 419401 | N/A |



Main Unit

| Item/Description | Item # | Thumbnail |
|--|--------|---|
| IM C2510 <ul style="list-style-type: none">Output Speed (Letter): 25-ppmMaximum Monthly Volume: 10,000 impressions/month (Letter paper; 20 lb.)Power Requirements: 120V-127V, 60HzWeight: 211.9 lbs. (96.1 kg)W x D x H (inches): 23.1 x 27.6 x 37.9W x D x H (mm): 586.74 x 701.04 x 962.66 <p>Note:</p> <p>1. In order to complete a configuration, one of the following must be installed on the mainframe: Paper Feed Unit PB3340 or Cabinet Type A5.</p> <p>2. This model has been Common Criteria certified.</p> | 419348 |  |


Paper Tray & Optional Accessories

| Item/Description | Item # | Thumbnail |
|--|--------|---|
| Cabinet Type A5 <p>Provides a convenient option for the storage of supplies and paper.</p> <p>Can only be configured with the standard configuration.</p> <p>Weight: 29.0 lbs. (13.2 kg)</p> <p>W x D x H (inches): 23.1 x 27 x 9.7</p> <p>W x D x H (mm): 586.74 x 685.8 x 246.38</p> <p>Note:</p> <p>Cabinet Type A5 cannot be installed with Paper Feed Unit PB3340.</p> | 52721 |  |

Output & Finishing Options

Internal

| Item/Description | Item # | Thumbnail |
|------------------|--------|-----------|
|------------------|--------|-----------|

| | | |
|--|--------|---|
| <p>Internal Finisher SR3310 (500 sheet)</p> <p>The 500-sheet Internal Finisher provides multi-position stapling and optional hole punching.</p> <p>Recommended for offices with limited floor space.</p> <p>Supports paper sizes up to 12" x 18".</p> <p>Weight: 28.2 lbs. (12.8 kg)</p> <p>W x D x H (inches): 21.5 x 20.6 x 6.7</p> <p>W x D x H (mm): 546.1 x 523.24 x 170.18</p> <p>Note:</p> <p>Internal Finisher SR3310 cannot be installed with Internal Multi-Fold Unit FD3020, Internal Shift Tray SH3090, Bridge Unit BU3100, Booklet Finisher SR3330 or any related options.</p> | 419401 |  |
|--|--------|---|

Ricoh is committed to creating value for our customers through the production of top quality products, services and solutions that directly meet the needs of today's communication intensive business environments. As a result, we offer a range of Multifunction products with advanced scanning and printing software options that help boost productivity and improve workflow by enhancing the user experience. Visit [Ricoh-USA.com](https://www.ricoh-usa.com) for more information.

We offer a variety of services and solutions to meet diverse and challenging business needs. To find out more information, visit solutions.ricoh-usa.com

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RICOH
imagine. change.



Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

Product Schedule with Purchase Option

Product Schedule Number:
Master Lease Agreement Number: 1009769

This Product Schedule with Purchase Option (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") HAYS, COUNTY OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

| | | | | | | | |
|--|--------|----------------------------------|-----|--|--------|-------|------------|
| HAYS, COUNTY OF | | | | Stephanie Hunt | | | |
| Customer (Bill To) | | | | Billing Contact Name | | | |
| 712 S STAGECOACH TRL | | | | 712 S STAGECOACH TRL STE 1071 | | | |
| Product Location Address | | | | Billing Address (if different from location address) | | | |
| SAN MARCOS | | TX | TX | SAN MARCOS | | TX | 78666-6247 |
| City | County | State | Zip | City | County | State | Zip |
| Billing Contact Telephone Number (512) 393-2267 | | Billing Contact Facsimile Number | | Billing Contact E-Mail Address stephanie.hunt@co.hays.tx.us | | | |

PRODUCT DESCRIPTION ("Product")

| Qty | Product Description: Make& Model | Street Address/City/State/Zip (complete only if address is different from Equipment/Product Location Address on Agreement) |
|-----|--------------------------------------|--|
| 1 | RICOH IMC2510 CONFIGURABLE PTO MODEL | 712 S STAGECOACH TRL, SAN MARCOS, TX, 78666-6073, US |

PAYMENT SCHEDULE

| | | | | |
|---------------------------------|---|----------------------|--|--|
| Minimum Term (months) | Minimum Payment (Without Tax) | Interest Rate | Minimum Payment Billing Frequency | Advance Payment |
| 60 | 135.76 | 8.26 % per annum | <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____ | <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____ |

Sales Tax Exempt: ☒ Yes (Attach Exemption Certificate)

Customer Billing Reference Number (P.O.#, etc.)

I.R.C. Section 103 Interest Tax Exempt: ☐ Yes

Addendum Attached: ☐ Yes (Check if yes and indicate total number of pages:)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Purchase Option:
 - Purchase Option Price:

☐ Fair Market Value Purchase Option (plus any applicable tax)
☒ \$1.00 Purchase Option (plus any applicable tax)



- (b) Unless the above Purchase Option price is the \$1.00 Purchase Option, Customer agrees that this transaction is a true rental. If the above Purchase Option price is the \$1.00 Purchase Option, then
- (i) notwithstanding anything to the contrary in the Lease Agreement, with respect to this Schedule only: It is the mutual intention of the parties that Customer shall be considered the owner of the Product (excluding all Software, which is owned and licensed to you by the Software Supplier) for various purposes, including federal income tax purposes, as of the Effective Date. You are entitled to all federal income tax benefits afforded to the owner of the Product, but we shall not be liable to you if you fail to secure or obtain such benefits. You will keep the Product free of all liens and encumbrances. You hereby grant to us a security interest in the Product covered by this Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts due or to become due under each Schedule. You are required to file all property tax returns where applicable and promptly pay all property taxes that may be assessed against the Product and, if we are required by the applicable taxing jurisdiction to pay such taxes, you shall promptly reimburse us for such tax payments;
 - (ii) in the event of default under the Lease Agreement or this Schedule, we may exercise all rights and remedies of a secured party under applicable law, in addition to any and all rights and remedies we may otherwise have under the Lease Agreement, including, without limitation, the right to repossess the Product free and clear of any of your rights and interests in the Product; and
 - (iii) notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule and all of your obligations under this Schedule have been satisfied, we will release any security interest that we may have in the Product, you shall have no obligation to provide any end-of-term notice to us, and this Schedule will terminate and not be renewed.
- (c) If the above Purchase Option price is the Fair Market Value Purchase Option, then notwithstanding anything to the contrary in the Lease Agreement, if no default has occurred and is continuing under the Lease Agreement or this Schedule, you will have the option at the end of the original term, or any renewal term, of this Schedule to purchase, for the above Purchase Option price, all (but not less than all) of the related Product covered by this Schedule at a purchase price equal to the then-existing fair market value of such Product. You must give us at least thirty (30) days written notice, by certified or registered mail, before the end of the original term of this Schedule, or any renewal term, that you will purchase the related Product or that you will return the related Product to us. In the event that you exercise such option, fair market value of the Product will be defined as the price a willing buyer will pay to a willing seller with no obligation to sell or purchase the Product in an open market. If both parties cannot agree to a price, you may request an independent appraisal by an appraiser approved by us, and both parties agree to the value as determined by the appraiser. All appraisal costs are to be borne by you. You agree to pay all sales tax, use tax and other similar tax payable in connection with the purchase of the Product. If you do not give us such written notice or if you do not purchase or return the related Product in accordance with the terms and conditions of the Lease Agreement and this Schedule, the original term of this Schedule, or any renewal term, will automatically renew in accordance with the terms of Section 14 of the Lease Agreement. This purchase option shall not apply to any Software.
- (d) If the above Purchase Option price is the Fair Market Value Purchase Option, then upon receipt by us of payment of the Purchase Option price described in clause (c) of this Paragraph 3, we will transfer our interest in the related Product to you "AS IS, WHERE IS" without any representation or warranty whatsoever, and this Schedule will terminate.
4. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THE LEASE AGREEMENT, THIS SCHEDULE OR THE TRANSACTIONS EVIDENCED THEREBY. YOU ACKNOWLEDGE THAT WE ARE NOT AN AGENT OR A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER TREATMENT OF THE LEASE AGREEMENT AND THIS SCHEDULE.

5. Additional Provisions (if any) are: BUYBOARD CONTRACT 713-23

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

| | |
|--|---|
| <p>CUSTOMER</p> <p>By: X _____</p> <p style="text-align: center;">Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> | <p>Accepted by: RICOH USA, INC.</p> <p>By: _____</p> <p style="text-align: center;">Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> |
|--|---|





ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION

| | | | |
|--|---------------------|---|--|
| Customer Legal Name: HAYS, COUNTY OF | | | |
| Address Line 1: 712 S STAGECOACH TRL STE 1071 | | Contact: Stephanie Hunt | |
| Address Line 2: | | Phone: (512) 393-2267 | |
| City: SAN MARCOS | | E-mail: stephanie.hunt@co.hays.tx.us | |
| ST/Zip: TX/78666-6247 | County: HAYS | Fax: | |

Check all that apply:

- | | |
|---|--|
| <input type="checkbox"/> PO Included PO# | <input type="checkbox"/> PS Service (Subject to and governed by additional Terms and Conditions) |
| <input type="checkbox"/> TS PO# (if applicable) | <input type="checkbox"/> IT Service (Subject to and governed by additional Terms and Conditions) |
| <input checked="" type="checkbox"/> Sales Tax Exempt (Attach Valid Exemption Certificate) | <input checked="" type="checkbox"/> Fixed Rate Service Term <u>60 Months</u> |
| <input type="checkbox"/> Syndication | |
| <input type="checkbox"/> Add to Existing Service Contract # | |

SERVICE INFORMATION

SERVICE BILL TO INFORMATION

| | | | |
|--|--|---|-----------------------------|
| Customer Legal Name: HAYS, COUNTY OF | | | |
| Address Line 1: 712 S STAGECOACH TRL STE 1071 | | Contact: Stephanie Hunt | |
| Address Line 2: | | Phone: (512) 393-2267 | |
| City: SAN MARCOS | | E-mail: stephanie.hunt@co.hays.tx.us | |
| ST/Zip: TX/78666-6247 | County: HAYS | Fax: | |
| Service Term (Months) 60 | Base Billing Frequency MONTHLY | Overage Billing Frequency QUARTERLY | Service Type GOLD |

SHIP TO INFORMATION

| Customer Name | Address Line 1 Address Line 2 | City ST/Zip County | Contact | Phone E-mail Fax |
|---------------|---|-------------------------------------|----------------|--|
| HAYS COUNTY | 712 S STAGECOACH TRL PURCHASING DEPT | SAN MARCOS TX/78666-6073 HAYS | Stephanie Hunt | (512) 393-2267 stephanie.hunt@co.hays.tx.us |

PRODUCT INFORMATION

| Product Description | QTY | Service Level | Total B/W Allowance <small>QUARTERLY</small> | B/W Ovg | Total Color Allowance <small>QUARTERLY</small> | Color Ovg | Service Base <small>MONTHLY</small> |
|--|-----|---------------|---|---------|---|-----------|--|
| RICOH IMC2510 CONFIGURABLE PTO MODEL | 1 | GOLD | 1500 | 0.0055 | 300 | 0.0469 | \$12.18 |



| BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION | |
|---|----------|
| BASIC CONNECTIVITY / PS / IT Services Description | Quantity |
| TS NETWORK & SCAN CONNECT - SEG BC2 | 1 |

| ORDER TOTALS | | |
|--|--|--|
| Service Type Offerings: | Product Total: | |
| Gold: Includes all supplies and staples. Excludes paper. | BASIC CONNECTIVITY / PS / IT Services : | |
| Silver: Includes all supplies. Excludes paper and staples. | BuyOut After Promotions: | |
| Bronze: Parts and labor only. Excludes paper, staples and supplies. | Grand Total: | |
| Additional Provisions: <i>Insert ANY additional provisions here</i> | (Excludes Tax) | |
| BUYBOARD CONTRACT 713-23 | | |

| Accepted by Customer | Accepted: Ricoh USA, Inc. |
|-----------------------|---------------------------|
| Authorized Signature: | Authorized Signature: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |

Terms and Conditions for Order Agreement

These Terms and Conditions for Order Agreement (together with the Order (defined below), the "Agreement") set forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on the order (in the form provided by Ricoh) attached to these Terms and Conditions for Order Agreement (the "Order") to the "Customer" identified in the Order. To obtain Products and/or Services from Ricoh, Customer will execute the Order.

Terms applicable to Service transactions only:

1. **Services.** (a) An Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service



Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer's failure to perform the Customer obligations set forth in this Agreement; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer's specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under an Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in the Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "RicoH Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on RicoH Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While at Customer's site, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement, and do not impose any additional financial or legal burden on Ricoh.

3. **Term; Early Termination.** This Agreement shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Agreement for convenience when the Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of the Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on the Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification



changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the Order may result in an increase of Service Charges or the termination of the Agreement; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in the Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice, or (ii) the Service Charges or any rates expressly set forth in the Order are fixed for a period longer than twelve (12) months, then upon the expiration of the period during which the fixed Service Charges or other rates are fixed, the Service Charges or other rates may be increased by Ricoh in an amount up to fifteen percent (15%) of the then-current Service Charges and rates multiplied by the number of years during which the Service Charges or other rates were fixed, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer's specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the Agreement with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on the Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on the Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars (\$25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate. Customer shall notify Ricoh within forty-eight (48) hours of any Serviced Product moves, installation/deinstallation, and/or removal of managed and monitored Serviced Products that impact AMR.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in the Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under the Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must



be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer may not resell any supplies; (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in Ricoh's trained customer replaceable units program ("TCRU Program"), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition, Customer agrees to use Ricoh's remote, self-service support tools (which are available at www.My.Ricoh-USA.com, or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of the Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** An Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by the Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. The Order shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the Order. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER



ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE ORDER, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. **Payment; Taxes.** Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in the Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue unremedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under the Agreement, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of the Order and for a period of one (1) year after termination or expiration of the Order, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on



travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.

19. **Hardware Logs.** Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer (if any); (ii) solely to perform under this Agreement; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.

20. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement will have the same force and effect as manual signatures.

21. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in these Terms and Conditions for Order Agreement and those contained in the Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept the Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road, Macon, GA 31210.

Initials





Hays County Commissioners Court

Date: 10/10/2023

Requested By:

CUTLER

Sponsor:

Commissioner Smith

Agenda Item:

Discussion and possible action authorizing the execution of an Interlocal Cooperative Agreement for Law Enforcement Services related to Hays County Water Control and Improvement District No. 1 and Hays County Water Control and Improvement District No. 2. **SMITH/CUTLER**

Summary:

The Hays County Water Control and Improvement Districts No. 1 and No. 2 (more commonly known as Belterra) formerly utilized the Hays County Constable, Pct. 4 office for law enforcement services within the Districts. Such services ended on September 30th. This Agreement now authorizes the Hays County Sheriff's Office to perform such services.

Fiscal Impact:

Amount Requested:

Line Item Number:

Budget Office:

Source of Funds:

Budget Amendment Required Y/N?:

Comments:

Purchasing Office:

Purchasing Guidelines Followed Y/N?:

Comments:

Auditor's Office:

G/L Account Validated Y/N?:

New Revenue Y/N?:

Comments:

Attachments

Belterra SO ILA

**INTERLOCAL COOPERATIVE AGREEMENT
FOR LAW ENFORCEMENT SERVICES**

STATE OF TEXAS

§

COUNTY OF HAYS

§

§

This Interlocal Cooperative Agreement ("Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, and pursuant to Sections 49.216 and 51.241 of the Texas Water Code, by and between Hays County, a political subdivision of the State of Texas (the "County"), Hays County Water Control and Improvement District No. 1, a political subdivision of the State of Texas ("District 1") and Hays County Water Control and Improvement District No. 2 ("District 2") (District 1 and District 2 are referred to herein from time to time as a "District" and collectively as the "Districts"). The County and the Districts are sometimes hereinafter collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the County and the Districts are political subdivisions within the meaning of the Interlocal Cooperation Act (the "Act");

WHEREAS, all of the land within the Districts is located within the County;

WHEREAS, pursuant to Section 49.216 of the Texas Water Code, the Districts are authorized to contract for peace officers to provide patrol and other law enforcement services;

WHEREAS, the Districts are seeking to secure traffic regulation and general law enforcement services from the County to enhance public safety within the Districts;

WHEREAS, the Districts currently do not have the resources to employ public safety officers; and

WHEREAS, by way of this Agreement and the Act, the Hays County Sheriff's Office (the "Sheriff's Office") shall have the legal authority to enforce traffic regulations and other laws of the State of Texas within the established boundaries of the Districts; and

WHEREAS, the County and the Districts desire to enter into this Agreement authorizing the Hays County Sheriff's Office to provide the enforcement of traffic regulations and other laws of the State of Texas within the Districts;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant and agree as follows:

Article 1. Rights and Duties of Sheriff's Office.

Pursuant to this Agreement, the Sheriff's Office shall provide peace officers licensed by the State of Texas to patrol the Districts and to provide traffic-related law-enforcement services and law enforcement of other violations of law observed within the Districts' boundaries, without regard to race, religion, color, age, or national origin (the "Services").

The Parties hereby acknowledge that the Sheriff's Office has limited resources and equipment with which to provide the Services in the Districts. Peace officers will be assigned by the Sheriff's Office based on scheduling requests submitted by the Districts in accordance with a scheduling memorandum to be approved by the Sheriff's Office and the Districts concurrently with the execution of this Agreement. The Parties agree that the scheduling memorandum may be updated or modified from time to time by approval of the Sheriff's Office and the Districts as provided therein without the need of amendment of this Agreement. The Sheriff's Office will work with reasonable diligence to accommodate the scheduling requests of the Districts. If the Sheriff's Office is unable to accommodate the scheduling requests, the Sheriff's Office will so notify the Districts and alternative requests may be submitted by the Districts.

The assigned peace officers will patrol, investigate, file complaints, maintain audio and video recordings of traffic stops in accordance with the standard procedures of the Sheriff's Office, assist in prosecution, and do all things normally and customarily done in the normal traffic regulation and law enforcement work performed by the Sheriff's Office, in performance of the Services. The Parties agree that the Sheriff's Office and peace officers shall not be responsible for enforcing the Covenants, Conditions, and Restrictions (CC&R's) of the Belterra Subdivision or any other similar neighborhood regulations. Rather, the assigned peace officers shall be responsible for enforcing the Texas Traffic Code, the Texas Penal Code, and other laws of the State of Texas, as applicable in the discretion of the Sheriff's Office and the assigned peace officers, if and when violations of such laws are observed by or reported to the Sheriff's Office or the assigned peace officers.

- 1.1 Traffic citations and/or other Class C misdemeanor citations issued by the assigned peace officers shall be filed and adjudicated in the Precinct 4 Justice of the Peace Court in the same manner as any Class C Misdemeanor that comes before that Court. Either District may request that any violation of such District's Rules and Regulations constituting a Class C misdemeanor be prosecuted by the Office of the Criminal District Attorney for Hays County, which office shall have absolute and unmitigated discretion in determining whether such violation shall be prosecuted. Any fine collected shall be deposited into the General Fund of Hays County.

- 1.2 The County acknowledges that traffic-related law enforcement is essential during both daytime and evening hours, and the Sheriff's Office shall exercise his best judgment and efforts to provide such services during evening hours in a manner accommodating the Sheriff's Office scheduling and administrative needs.
- 1.3 Pursuant to this Agreement and Sections 51.128, 51.241 and 49.216 of the Texas Water Code, the Sheriff's Office and assigned peace officers shall be authorized to enforce each District's duly adopted Rules and Regulations, in the sole discretion of the Sheriff's Office; provided however, that the Districts' Rules and Regulations and other laws of the State of Texas governing vandalism or destruction of property owned or controlled by a District, trespass to such property, animal restraint on such property, or unauthorized operation of a motor vehicle or heavy equipment on such property shall be enforced by the assigned peace officers. The Sheriff's Office and assigned peace officers will provide, upon request by the applicable District, such affidavits and testimony as may be necessary and appropriate in connection with the District's issuance and enforcement of civil penalties or fines for violations of the District's Rules and Regulations.
- 1.4 **NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE SHERIFF'S OFFICE IN THE EXECUTION OF ITS DUTIES. IT IS FOR THE SHERIFF OR HIS PEACE OFFICERS, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE LAW ENFORCEMENT EFFORTS OF THE SHERIFF'S OFFICE SHOULD BE ALLOCATED THROUGHOUT HAYS COUNTY. IF EITHER DISTRICT IS DISSATISFIED IN ANY WAY WITH THE PERFORMANCE OF THE SHERIFF'S OFFICE OR ANY ASSIGNED PEACE OFFICER, SUCH DISTRICT'S SOLE REMEDY SHALL BE TERMINATION PURSUANT TO ARTICLE 4 BELOW.**

Article 2. Districts' Rights and Duties.

- 2.1 The Districts agree to allow the County to retain any fees collected by the Justice Court. The Districts further agree to cooperate with the Sheriff's Office and provide such existing equipment and personnel for the use of the Sheriff's Office as may be reasonably requested from time to time to carry out the purposes of this Agreement. The foregoing notwithstanding, the Districts shall be under no obligation to acquire equipment or hire personnel in furtherance of this Agreement.
- 2.2 In return for Services provided to the Districts, the Districts agree to make payment to each Peace Officer based upon the number of hours spent performing the Services, at an hourly rate equal to the Sheriff's Office overtime rate (the "Contract Rate"). The Contract Rate is currently \$60.00 per hour, or \$70.00 per hour for holidays. Service hours of each Peace Officer must be submitted to the Districts by Monday of each week to be verified and processed for weekly payment, which will be made on the Friday after submission. Payment will be

made by check or electronic funds transfer to each Peace Officer individually. Peace Officers will not be compensated for training or vacation time.

If a Peace Officer provides Services to the District using a vehicle owned or operated by Hays County or the Sheriff's Office, the District shall pay the County or the Sheriff's Office a fee of \$10.00 per hour per vehicle (the "*Vehicle Fee*"). The Districts will pay Vehicle Fees within thirty (30) days of receipt of an invoice for same. The Parties agree that the Vehicle Fee shall be increased to \$25.00 per hour per vehicle after December 31, 2023.

- 2.3** Notwithstanding the Districts' commitment to provide equipment as set forth in ARTICLE 2.1 above, the Districts shall not be obligated to directly compensate the County or Sheriff's Office for the purchase or lease of a vehicle for use in performing the Services. The County will provide liability insurance coverage under the County's risk pool policies, the cost of which is included in the hourly rate described in the foregoing.

Article 3. Administration.

The Sheriff's Office will be responsible for administering this Agreement and providing supervisory control and command over all agents, officers, and other personnel performing services pursuant to this Agreement. The Sheriff's Office agrees that the Sheriff, its agents, officers, and other personnel performing Services pursuant to this Agreement will at no time present themselves to be agents, officers or representatives of either District. The contact person and representative for the County is the Sheriff, or his designee, and the contact persons and representatives for the Districts are each District Board President and the District Manager for each District.

Article 4. Term of Agreement and Renewal.

This Agreement shall be effective as of October 1, 2023 and must be approved by the Hays County Commissioners Court and each of the Districts as evidenced by the signatures below. This Agreement may be terminated, with or without cause, by any party hereto by giving thirty (30) days written notice of termination to the other party via certified mail, return receipt requested. This Agreement may be renewed annually and, absent notice otherwise by any other party, shall be renewed automatically each year. However, each party paying for the performance of governmental functions under this Agreement shall make those payments from current revenues available to the paying party.

Article 5. Insurance and Liability.

The relationship of the County and the Districts is that of independent contractors. The County shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of either District, and each District shall be responsible for indemnifying all Parties of this Agreement, to the extent provided by law, with respect to claims or causes arising out of or with respect to any act, omission or failure to act by such District. The Districts shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the County or Sheriff's Office, and the

County shall be responsible, for indemnifying the Districts, to the extent provided by law, with respect to claims or causes arising out of or with respect to any act, omission or failure to act by the County or Sheriff's Office. The Districts will respectively obtain and maintain in full force and effect during this Agreement a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect and insure each District, the County, the Sheriff's office and their respective agents, officers and employees from and against any claim, cause of action or liability arising from any action, omission or failure to act by a District, its agents, officers and employees. Nothing in this Article shall be construed to be a waiver of sovereign, official, or other immunities enjoyed by any of the Parties to this Agreement.

Article 6. Miscellaneous.

- 6.1** The County and the Sheriff's Office shall have exclusive control, supervision and policy-making authority for and with respect to the Services to be provided under this Agreement, and nothing in this Agreement is intended nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement.
- 6.2** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to the Districts, the County or the Sheriff's Office, or to create any legal rights or claim on behalf of any third party. Neither the County, the Districts, nor the Sheriff's Office waives or surrenders any defenses, immunities or rights whatsoever, including, but not limited to, governmental or official immunity, except to the extent expressly set forth in this Article 6.2. The Parties mutually waive governmental immunity from suit and liability only as to any action brought by a signatory party hereto to pursue remedies available for breach of this Agreement, and only to the extent necessary to pursue such remedies. Nothing in this Article shall waive any defenses, immunities or rights that a Party has with respect to suits against such Party by persons or entities not a Party to this Agreement.
- 6.3** This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Hays County, Texas, hereby submit to the jurisdiction of the courts of Hays County, Texas, and agree that any such court shall be a proper forum for the determination of any dispute arising hereunder; provided, however, that any dispute between the Parties concerning performance hereunder shall first be submitted to non-binding mediation.
- 6.4** This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns.

Article 7. NOTICE.

Any notice provided for under this Agreement shall be forwarded to the following addresses:

Hays County
County Judge
111. E. San Antonio, Suite 300
San Marcos, TX 78666

Hays Water Control & Improvement
District #1
Board President
c/o Municipal Operations and Consulting
151 Trinity Hills Drive
Austin, TX 78737

Hays Water Control & Improvement
District #2
Board President
c/o Municipal Operations and Consulting
151 Trinity Hills Drive
Austin, TX 78737

[Remainder of Page Left Blank Intentionally; Execution Pages Follow]

IN WITNESS WHEREOF, The parties hereby execute in triplicate and attest this Agreement to be in full force and effect as of October 1, 2023.

Hays County, Texas

Attest:

Elaine Cardenas
Hays County Clerk
Date: _____

Ruben Becerra
Hays County Judge
Date: _____

**Hays Water Control
Improvement District #1**

Attest:

Dan Robison
Secretary of the Board
Date: _____

Doug Botts
President of the Board
Date: _____

**Hays Water Control
Improvement District #2**

Attest:

Sean McGillicuddy
Secretary of the Board
Date: _____

Samantha Bethke
President of the Board
Date: _____



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Miller

Sponsor:

Commissioner Shell

Co-Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to renew the coverage with United Healthcare for Health and Dental Employee and Retiree Insurance. SHELL/INGALSBE/MILLER

Summary:

Requesting consideration and authorization to renew coverage with United Healthcare for one additional year, 2024, in the current contract.

Fiscal Impact:

Amount Requested: Rates per renewal

Line Item Number: 003-730-00.5342

Budget Office:

Source of Funds: Medical & Dental Fund

Budget Amendment Required Y/N?: No

Comments: N/A

Purchasing Office:

Purchasing Guidelines Followed Y/N? Renewal Extends Contract thru 12/21/2024

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Self Insurance Expense

New Revenue Y/N?: N/A

Comments:

Attachments

2024 United Healthcare Renewal & Plans

Rate Summary

2022 Agenda Request

2024 United Healthcare Renewal and Plans

The 2024 United Healthcare renewal includes continued offerings and management of:

- Behavioral Health Support
- TX CPHS (ACES) – Advanced Clinical Engagement Support, including a dedicated team of nurses, Medical Director, pharmacy services.
- Bariatric Resource Services
- Quit4Life
-

New programs for inclusion in our plan are:

- Livongo by Teledoc Health – diabetes and hypertension management program that integrates virtual health and personalized and dedicated coaches.
- Tx ACES – a clinical support program that provides market leading chronic condition management solutions.
- OnePass – gym access program, in person or digital fitness partners, member pays the monthly fee, no implementation or monthly fee for the county.
- There is no PSPM charge for the Livongo or Tx ACES programs. There is a \$69/month fee for each participating member per month.

Plan Adjustments:

- Increase Emergency Room co-pay from \$300 to \$500 for non-admission.

UnitedHealthcare
ASO Renewal Exhibit

| | |
|-----------------|----------------|
| Customer Name: | County of Hays |
| Effective Date: | 1/1/2024 |

| | Current | Renewal | |
|--|---------------------|---------------------|---------|
| Fixed Costs: | | | |
| Administration | | | |
| ADMINISTRATION FEE - Excludes Commissions | | | |
| <u>Plan Name</u> | <u>Enrollment</u> | | |
| Choice + | 466 | \$11.47 | \$10.42 |
| Choice | 460 | \$11.47 | \$10.42 |
| Choice + HSA | 69 | \$11.47 | \$10.42 |
| Total Subscribers | 995 | | |
| COMPOSITE FEE PSPM | \$11.47 | \$10.42 | |
| Individual Stop Loss - includes commissions | | | |
| ISL Total Quoted Subscribers | 995 | 995 | |
| ISL Deductible | \$200,000 | \$200,000 | |
| ISL Liability Limit | Unlimited | Unlimited | |
| ISL Contract Basis | PAID / 12 | PAID / 12 | |
| ISL Run In Limit | N/A | N/A | |
| ISL Includes Retirees | No | No | |
| ISL Includes Medicare Retirees | No | No | |
| Lasered Claimants** | No | No | |
| ISL Includes RX | Yes | Yes | |
| ISL Rate PSPM | \$106.70 | \$112.04 | |
| ISL Experience Refund Endorsement | No | No | |
| Aggregate Stop Loss - excludes commissions | | | |
| ASL Total Quoted Subscribers | 995 | 995 | |
| ASL Corridor | 120% | 120% | |
| ASL Liability Limit | \$1,000,000 | \$1,000,000 | |
| ASL Contract Basis | PAID / 12 | PAID / 12 | |
| ASL Run In Limit | N/A | N/A | |
| ASL Includes Medicare Retirees | No | No | |
| ASL Includes Rx | Yes | Yes | |
| ASL Rate PSPM | \$8.00 | \$8.38 | |
| Monthly Accommodation | Yes | Yes | |
| Fixed Cost PSPM | \$126.17 | \$130.83 | |
| Monthly Fixed Cost | \$125,541 | \$130,179 | |
| Annual Fixed Cost | \$1,506,489 | \$1,562,146 | |
| % Increase over Current Annual Fixed Cost | | 3.7% | |
| Expected Claims PSPM | \$1,110.51 | \$1,163.88 | |
| Attachment Factor PSPM | \$1,332.61 | \$1,396.66 | |
| % Increase over Current | | 4.8% | |
| Projected Monthly Aggregate Liability | \$1,325,944 | \$1,389,676 | |
| Projected Annual Aggregate Attachment Point | \$15,911,322 | \$16,676,111 | |
| Monthly Maximum Liability | \$1,451,484 | \$1,519,855 | |
| Annual Maximum Liability | \$17,417,811 | \$18,238,256 | |
| % Increase over Current | | 4.7% | |

** Lasered Claimant Notes:
None

Additional Notes:



Hays County Commissioners Court

Date: 08/02/2022

Requested By:

Miller

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Commissioner Shell

Agenda Item

Discussion and possible action to renew coverage with United Healthcare for Health and Dental Employee and Retiree Insurance. **INGALSBE/SHELL/MILLER**

Summary

"The Hays County contract with United Healthcare for Health and Dental Employee and Retiree Insurance is expiring 12/31/2022. Requesting consideration and authorization to renew coverage with United Healthcare for one additional year (2023) with an additional one year option for 2024."



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Jenifer O'Kane

Sponsor:

Commissioner Smith

Agenda Item

Discussion and possible action to award RFP 2023-P09 Delinquent Tax Collection Services to McCreary Veselka Bragg & Allen (MVBA) and authorize staff and the District Attorney Civil Division to negotiate a contract. **SMITH/O'KANE**

Summary

On May 23, 2023, the Commissioners Court approved specifications and authorized Purchasing to solicit for Delinquent Tax Collection Services. Purchasing received three (3) proposals from the following firms:

Linebarger Attorney at Law
McCreary Veselka Bragg & Allen (MVBA)
Perdue Brandon

After evaluation of the proposals, the evaluation committee's recommendation is to pursue negotiations with McCreary Veselka Bragg & Allen (MVBA). Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

**Hays County Commissioners Court**

Date: 10/10/2023

Requested By:

T. CRUMLEY

Sponsor:

Commissioner Cohen

Agenda Item:

Discussion and possible action to authorize Countywide Operations / Local Health Department to hire the Registered Nurse TB position and the Registered Nurse Immunizations position at the 50th percentile effective October 10, 2023, and amend the budget accordingly. **COHEN/T.CRUMLEY**

Summary:

Director of Countywide Operations/Local Health Department has a candidate for the Registered Nurse TB position and a candidate for the Registered Nurse Immunization position, and is requesting a salary exception to hire both positions at the 50th percentile. Grant funding is utilized for both of these positions and their respective programs. The RN position for the Tuberculosis program has been vacant since August, and we are at risk for non-compliance and losing funding from the Department of State Health Services. The RN position for Immunizations is a new grant funded position and needed to fulfill our grant requirements and serve our most vulnerable population.

Fiscal Impact:

Amount Requested: \$30,489

Line Item Number: 120-675-99-019 (TB Nurse)

120-675-99-185 (Imm Nurse)

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: Yes

Comments: If approved, a transfer from the General Fund Budget will be required.

| LHD Salary Exception Requests | | | |
|-------------------------------|--|--------------------|------------------|
| TB Nurse | | Immunization Nurse | |
| 81,574 | Requested Salary | 81,574 | Requested Salary |
| 72,768 | Budgeted Salary | 65,259 | Budgeted Salary |
| 8,806 | Difference | 16,315 | Difference |
| 1,882 | Fringe | 3,487 | Fringe |
| 10,688 | Total Impact | 19,802 | Total Impact |
| 30,489 | Total Impact for 2 salary exception requests | | |

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Salaries and Fringe Expense

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sheriff Gary Cutler

Sponsor:

Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to convert vacant budgeted deputy slots to deputy/cadet slots for all current and future vacant slots effective October 10, 2023. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office requests authorization to convert all current and future vacant budgeted deputy slots to deputy/cadet slots. Doing so will provide the S.O. with the flexibility to hire either non-sworn (civilian) or sworn candidates to fill these vacancies. Civilian candidates who fill a deputy/cadet slot will be hired with an annual salary of \$54,651. This salary is MBS3 of the Corrections Officer pay scale. Currently, there are twelve (12) vacant deputy slots to convert. This request is also to approve future vacant deputy slots.

Fiscal Impact:

Amount Requested: None

Line Item Number: 001-618-00]

Budget Office:

Source of Funds: General Fund

Budget Amendment Required Y/N?: No

Comments: Vacant slots filled with civilian candidates will be paid at a lower salary which could result in an overall savings to the operating budget.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: N/A

Comments:

Auditor's Office

G/L Account Validated Y/N?: Yes, Salaries and Benefits Expenses

New Revenue Y/N?: N/A

Comments:



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Vickie Dorsett, Budget Officer

Sponsor:

Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Master Vehicle Lease Agreement with Commercial Vehicle Leasing, LLC (dba D&M Leasing) related to countywide leased vehicles. **SHELL/DORSETT**

Summary:

The county began a vehicle leasing program through Enterprise Leasing in 2018. Adding another vendor would give Hays County additional options to ensure best pricing and timely product delivery. D&M Leasing is part of State and National Procurement Cooperatives, including BuyBoard, Sourcewell, and TIPS. Any vehicles purchased through this master lease agreement will follow the procurement guidelines of one of the authorized co-op contracts.

If approved, request authorization to allow the Budget Officer to execute lease quotes for new or replacement vehicles that have been approved by the Commissioners Court during court action or during the annual budget process.

Fiscal Impact:

Amount Requested: None

Line Item Number: N/A

Budget Office:

Source of Funds: N/A

Budget Amendment Required Y/N?: No

Comments: If approved, vendor will provide quotes for approved new and replacement leased vehicles following the cooperative contract terms.

Purchasing Office:

Purchasing Guidelines Followed Y/N?: Vendor will provide quotes following the BuyBoard, Sourcewell, and TIPS cooperative contract terms.

Comments:

Auditor's Office:

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

New Revenue Y/N?: N/A

Comments:

Attachments

Master Vehicle Lease Agreement

MASTER OPEN-END VEHICLE LEASE AGREEMENT

MASTER OPEN-END VEHICLE LEASE AGREEMENT ("Master Lease") is entered into as of _____, 20__ ("Effective Date") between COMMERCIAL VEHICLE LEASING, L.L.C., d/b/a D&M Leasing ("Lessor") and _____ ("Lessee").

1. Vehicles. Lessor will, from time to time at the request of Lessee, lease to Lessee motor vehicles (together with all parts, accessions and accessories individually a "Vehicle" and collectively the "Vehicles") to be more fully described in schedules now or hereafter executed with reference to and incorporating therein this Master Lease (individually the "Schedule"). When Lessor accepts Lessee's request to lease a Vehicle, Lessor will order the Vehicle. If, at the time it requests to lease a Vehicle, Lessee requires any Upfitting (as defined in paragraph 11 below), Lessee shall communicate its needs to Lessor. As appropriate or otherwise agreed upon, Lessor may coordinate, manage, schedule and/or facilitate the Upfitting and/or incorporate the Upfitting (and the cost of the Upfitting) into this Lease, a lease quote and/or a Schedule. Lessee will take delivery of the Vehicle upon notice that the Vehicle is available for delivery. The taking by Lessee of delivery of a Vehicle shall conclusively establish Lessee's acceptance thereof for all purposes of this Master Lease. Subsequent to acceptance of the Vehicle, Lessor shall provide Lessee the Schedule applicable to the Vehicle which describes the Vehicle, indicates the applicable rent and sets forth certain other matters relative to the Vehicle as determined in accordance with the prior agreement of Lessor and Lessee. Lessee will promptly execute and return the specified copies of the Schedule to Lessor. Each Schedule shall constitute a separate lease incorporating the terms of this Master Lease. References in this Master Lease to the "Lease," "this Lease", "hereunder" and "herein" shall be construed to mean each Schedule together with this Master Lease as incorporated herein.

2. Lessee's Obligations. Except as provided in paragraph 3, the obligations of Lessee under this Lease respecting the Vehicle commence at the earliest time any purchase order, confirming purchase order or contract of any nature transfers any right, title, and/or interest in the Vehicle to Lessor or creates or gives rise to any obligation or liability on the part of Lessor respecting the Vehicle. Except as provided in paragraphs 5, 14 and 19 and subject to paragraph 7, the term of this Master Lease with respect to the Vehicle shall end upon the date Lessor no longer has any interest therein.

3. Rent and Other Payments. Lessee shall pay to Lessor, or to Lessor's assignee (after notice of assignment), rent for the Vehicle in the amounts and at the times set forth in the applicable Schedule. For purposes of Section 2251.021 of the Texas Government Code, acceptance and receipt of a Schedule constitutes receipt of an invoice: (i) for the Vehicle; and/or (ii) for each scheduled rent payment due hereunder. Further, for purposes of Section 2251.021 of the Texas Government Code, delivery of the Vehicle to Lessee constitutes the receipt of goods under this Lease. Amounts other than rent payments due hereunder will be payable within thirty (30) days upon Lessee's receipt of an invoice for same from Lessor, or Lessor's assignee, or as otherwise

specified in the Schedule. Any and all amounts payable hereunder will be paid to Lessor at 17090 N Dallas Parkway, Dallas, TX 75248, or as otherwise directed by Lessor or Lessor's assignee. Payments received under this Lease may be applied to Lessee's then-accrued obligations to Lessor in such order as Lessor may choose.

4. Essential Use. Lessee has a need for the Equipment and expects to make use of the Equipment. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term.

5. Non-Appropriation. Lessee agrees that its responsible financial officer will take all steps reasonably necessary to seek appropriations each year, to the extent permitted by law, that are sufficient to cover Lessee's payment obligations owed during the term of this Lease. Notwithstanding the foregoing and paragraph 3, in the event sufficient funds are not appropriated by the applicable government body or authority of Lessee for a budget period prior to the beginning of that budget period, or sufficient funds are otherwise not legally available with respect to the rent for the budget period for one or more Vehicle(s) (a "Non-Appropriation Event"), Lessee shall have no obligation to make payments for such Vehicle(s) for that budget period and shall only be obligated to make payments for the then current budget period, including any past due amounts. If a Non-Appropriation Event occurs, this Master Lease shall terminate as of the end of the then current budget period for all Vehicles and Schedules affected by the Non-Appropriation Event. Lessee agrees to provide notice of any Non-Appropriation Event promptly. If this Master Lease is terminated in accordance with this Section with respect to some or all Vehicles and Schedules, Lessee agrees to deliver the affected Vehicles to the location(s) specified by Lessor.

The obligation of Lessee to pay rent hereunder will constitute a current expense of Lessee, is from year to year, and does not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

6. Deposit. Lessee will have deposited or will deposit with Lessor any Deposit amount set forth in the Schedule. Lessor may, but will not be obligated to, apply any Deposit amount toward the cure of a default of Lessee hereunder or under any other agreement under which Lessee has obligations to Lessor, in which event Lessee will promptly restore the Deposit amount to the full amount originally deposited. Upon termination of the Lease, or if a default has then occurred hereunder, upon the curing thereof, Lessor will return to Lessee the remaining balance of any Deposit amount furnished by Lessee with respect to the Schedule.

7. Unconditional Net Lease; No Offset; Survival. This Lease is a net lease, and Lessee will not be entitled to any abatement of rent or other payments due hereunder or any reduction thereof under any circumstances or for any reason whatsoever. Lessee hereby waives any and all existing and future claims and offsets, against any rent or other payments due hereunder and agrees to pay such rent and other amounts as and when due regardless of any claim which may be asserted

by Lessee. Lessee by agreeing to make all payments under this Lease without offset has not waived any rights Lessee may have to prosecute any claim against Lessor in an action unrelated to this Lease. This Lease is terminable only as provided herein. The respective obligations of Lessor or Lessee will not be affected, nor will Lessor have any liability whatsoever to Lessee, by reason of any failure or delay in delivery of the Vehicle, any defect in or damage to or loss or destruction of the Vehicle from whatever cause, the prohibition of Lessee's use of the Vehicle, the interference with such use by any government, person or corporation, the invalidity or unenforceability or lack of due authorization or other infirmity of this Lease, any lack of right, power or authority of Lessor or Lessee to enter into this Lease or any other cause whether similar or dissimilar to the foregoing. The obligations and liabilities of Lessee hereunder respecting events occurring with respect to the Vehicle while covered hereby will survive the termination of this Lease.

8. Lessor's Disclaimer of Warranties; Finance Lease Treatment under UCC and Waiver of UCC and Similar Rights. Lessee agrees that it has selected each Vehicle leased hereunder based upon its own judgment and disclaims any reliance upon any statements or representations made by Lessor. LESSEE ACKNOWLEDGES THAT: THE VEHICLE IS OF A SIZE, DESIGN, TYPE AND MANUFACTURE SELECTED BY LESSEE; LESSOR IS NOT THE MANUFACTURER OF THE VEHICLE; LESSOR IS NOT AN AGENT FOR THE MANUFACTURER OF THE VEHICLE; LESSOR IS NOT A DEALER WITH RESPECT TO THE VEHICLE; LESSEE IS LEASING THE VEHICLE **AS-IS** AND THAT ACCORDINGLY LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY EXPRESS AGREEMENT, REPRESENTATION OR WARRANTY WITH RESPECT TO THE VEHICLE AND FURTHER SPECIFICALLY DISCLAIMS ANY AGREEMENT, REPRESENTATION OR WARRANTY IMPLIED BY LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, WITH RESPECT THERETO, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. Lessor does warrant, however, that Lessor has whatever quality of title to the Vehicle Lessor obtains from the supplier thereof, subject to this Lease and any liens or encumbrances created by Lessor pursuant to paragraph 23 hereof or which Lessee is obligated to discharge or satisfy. Lessee will make any claims as to the Vehicle against the manufacturers or suppliers or other appropriate third parties, and in connection therewith Lessor agrees, so long as no event of default has occurred and is continuing hereunder, that Lessee will have the right to obtain the benefit of and enforce in Lessee's own name and at Lessee's sole expense any manufacturer's or other third party's warranty or agreement in favor of Lessor with respect to the Vehicle to the extent such warranty or agreement is assignable. Lessor will execute and deliver such instruments as may be reasonably requested by Lessee to enable Lessee to obtain such benefits.

LESSEE UNDERSTANDS AND AGREES THAT THIS LEASE WILL BE TREATED AS A "FINANCE LEASE" WITHIN THE PURVIEW OF THE UNIFORM COMMERCIAL CODE ("UCC") AND THUS UNDER LAW LESSEE WILL BE ENTITLED TO THE PROMISES AND WARRANTIES LESSOR RECEIVES UNDER THE CONTRACT EVIDENCING LESSOR'S PURCHASE OF THE VEHICLE, INCLUDING ANY MANUFACTURER, DEALER OR OTHER THIRD-PARTY WARRANTIES. LESSEE ACKNOWLEDGES THAT LESSOR HAS ADVISED LESSEE TO CONTACT THE DEALER FOR A DESCRIPTION OF THOSE PROMISES AND WARRANTIES, INCLUDING ANY

RELATED DISCLAIMERS OR LIMITATIONS, INCLUDING OF REMEDIES. CONSISTENT WITH THE ASSUMPTION BY LESSEE OF ALL RISKS RESPECTING THE VEHICLE AND THE TREATMENT OF THIS LEASE AS A "FINANCE LEASE," LESSEE WAIVES ANY RIGHTS, DEFENSES AND CLAIMS AGAINST LESSOR WHICH RELATE TO THE VEHICLE ARISING UNDER THE UCC OR SIMILAR APPLICABLE LAW.

LESSOR SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR NATURE CAUSED, DIRECTLY OR INDIRECTLY, BY THE VEHICLE OR THE USE OR MAINTENANCE THEREOF OR THE FAILURE OR OPERATION THEREOF, OR THE REPAIR, SERVICE OR ADJUSTMENT THEREOF, OR BY ANY DELAY OR FAILURE TO PROVIDE ANY SUCH MAINTENANCE, REPAIRS, SERVICE OR ADJUSTMENT, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS HOWSOEVER CAUSED. LESSOR SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND INCLUDING ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR THE INABILITY TO USE THE VEHICLE.

9. No Agency. LESSEE ACKNOWLEDGES THAT NO AGENT OF A LEASE FACILITATOR OR THE DEALER OF THE VEHICLE IS AN AGENT OF LESSOR. LESSOR IS NOT BOUND BY A REPRESENTATION OF ANY SUCH PARTY AND, AS CONTEMPLATED IN PARAGRAPH 28 BELOW, THE ENTIRE AGREEMENT OF LESSOR AND LESSEE CONCERNING THE LEASING OF THE VEHICLE IS CONTAINED IN THIS LEASE AS IT MAY BE AMENDED AS PROVIDED IN THAT PARAGRAPH.

10. Location; Inspection; Use. Lessee will permanently garage the Vehicle at the Garaging Location designated in the Schedule, or at such other location at which the Vehicle may be garaged with the prior written consent of Lessor, and at all times, unless Lessor otherwise consents in writing, keep the Vehicle in Lessee's possession and control. Lessee will not remove the Vehicle from the United States for any period or from the state in which the Garage Location is located as specified in the applicable Schedule for more than thirty (30) consecutive days without Lessor's prior written consent. Whenever requested by Lessor, Lessee will advise Lessor as to the exact location of the Vehicle. Lessor will have the right to inspect the Vehicle and observe its use during normal business hours, and Lessee will ensure Lessor's ability to enter into and upon the premises where the Vehicle may be located for such purpose. The Vehicle will at all times be used primarily for commercial or business purposes, exclusive of transportation for hire, and operated by duly licensed adult drivers in a careful and proper manner and in compliance with all applicable laws, ordinances, rules and regulations, all conditions and requirements of the policy or policies of insurance required to be carried by Lessee under the terms of this Lease and all manufacturer's instructions and warranty requirements. Any modifications or additions to the Vehicle required by any such governmental edict or insurance policy will be promptly made by Lessee at its own expense.

11. Alterations and Upfitting. For purposes of this Lease, the term "Upfitting" means any augmentation, alteration or customization by adding or installing extra or auxiliary features or equipment to a Vehicle. When requesting Upfitting prior to delivery of a Vehicle, Lessor shall

have discretion to accept any Upfitting request from Lessee, which will generally not be withheld so long as the requested Upfitting does not detract from or impair the Vehicle's value or functional utility. Notwithstanding the foregoing, after delivery of a Vehicle, Lessee shall obtain Lessor's prior written consent before making any Upfitting, or any other alterations, additions or improvements of whatever kind or nature to a Vehicle. All additions and improvements of whatever kind or nature made to the Vehicle which cannot be removed without detracting from the Vehicle's value or functional utility shall belong to and immediately become the property of Lessor and shall be returned to Lessor with the Vehicle upon the Vehicle's return to Lessor.

12. Vehicle Maintenance; Factory Recall. Lessee, at its own expense, will: (i) maintain the Vehicle in good repair, condition and working order; (ii) will furnish all parts, mechanisms, devices and labor required to keep the Vehicle in such condition; and (iii) will pay all costs of the Vehicle's operation. All maintenance will be procured through qualified service facilities. If the manufacturer announces a recall campaign of which Lessee has knowledge for the repair and/or replacement of defective parts in/on the Vehicle, Lessee shall promptly have the relevant work performed on the Vehicle by a factory-authorized dealer. Lessor will send Lessee a copy of any manufacturer's notification received by Lessor indicating that the Vehicle or any part attached thereto has a potential defect or other possibly unsafe condition unless Lessor has previously sent Lessee the same notice as to another Vehicle of the same type. Lessor has no further obligation with respect to any manufacturer's recall campaign respecting the Vehicle.

13. Loss and Damage. Lessee assumes the risk of loss or damage to the Vehicle and, except as provided in this paragraph, no such event will affect the duties of the parties under this Lease. If the Vehicle is lost, stolen, damaged, confiscated, requisitioned, destroyed or otherwise rendered incapable of being in service, Lessee will notify Lessor thereof within two (2) business days. If the Vehicle has been damaged, and Lessor determines the Vehicle is repairable and/or Lessee's insurer does not declare the Vehicle a total loss, Lessee will cause the repairs to be made. Upon receipt of proof of the making thereof, Lessor will reimburse Lessee's repair costs up to the amount of any insurance proceeds Lessor receives under any insurance Lessee maintains hereunder with any excess being applied as contemplated in paragraph 15. If Lessor determines the Vehicle is not reasonably repairable, Lessee's insurer declares the Vehicle a total loss or any of the other events specified in the second preceding sentence occurs, Lessee will pay Lessor the Termination Value (as defined and set forth in paragraph 14 below) of the Vehicle. Upon such payment this Lease shall terminate with respect to such Vehicle, and Lessee or Lessee's insurer will be entitled to retain possession and ownership of the Vehicle on an **AS-IS, WHERE-IS** basis.

14. Lease Settlement; Termination Value.

(a) Surrender of Vehicle: At any time after the expiration of one (1) year from delivery of the Vehicle to Lessee (such one year date, the "First Anniversary Date"), or upon proper notification of Non-Appropriation Event as described in Paragraph 5, Lessee, upon not less than thirty (30) days prior notice to Lessor, may surrender the Vehicle to Lessor, for purposes of Lessor selling the Vehicle, at a location reasonably specified by Lessor, as more fully set forth below, provided the Lease is not then in default. Lessee shall so surrender the Vehicle upon expiration of the term hereof, as specified in the

Schedule, unless Lessor and Lessee agree to extend this Lease, in which case the Vehicle will be returned on or prior to expiration of the extended term with the same thirty (30) day notice to be given if the return is prior to expiration of the extended term. Following such surrender, Lessee's obligation to make further rent payments will cease (except as otherwise noted in this Section with respect to any rental adjustments), and Lessor shall sell the Vehicle through Lessor's standard wholesale sales procedure for the highest bona fide bid received and open at the time of sale; provided Lessor may choose ultimately to retain the Vehicle. Lessor may move the Vehicle from the location where surrendered to any other location Lessor deems advisable and/or clean or repair the Vehicle in connection with such sale in Lessor's sole discretion. If the amount received by Lessor on account of such sale or the highest bona fide bid received and open at the time of crediting when the Vehicle is retained by Lessor, as appropriate, net in either instance, minus a handling charge of \$750 and Lessor's costs of sale (including but not limited to sales commission costs and costs of cleaning, repairing or transporting the Vehicle) exceeds the Vehicle's then Termination Value, Lessee shall have no further settlement obligation to Lessor as to the Vehicle, and the excess shall be returned to Lessee after application to any amounts then owed by Lessee to Lessor. If the net amount is less than the Vehicle's Termination Value, Lessee shall pay Lessor the deficiency.

The "Termination Value" of the Vehicle shall equal the sum of: (a) all then due amounts hereunder other than rent; and (b) the then-outstanding Capitalized Cost (as set forth in the Schedule) of the Vehicle plus any accrued and unpaid lease charges. For purpose of calculating the outstanding Capitalized Cost, any Capitalized Cost Reduction (as set forth in the Schedule) will be deducted at lease inception and thereafter rents will be applied as of receipt first to related taxes, then to lease charges which have accrued on the outstanding Capitalized Cost since the prior rent payment at the "level yield" rate implicit in the Lease as to the Vehicle and finally to reduce the outstanding Capitalized Cost. The level yield rate will be calculated as contemplated in Financial Accounting Standards Board, Standard No. 13 for direct financing leases with reference to the net Capitalized Cost after deducting any Capitalized Cost Reduction, Residual Value (as set forth in the Schedule), rents and term for the Vehicle and the 30 day month, 360 day year and timely payment assumptions employed under that Standard.

(b) Purchase of Vehicle: As an alternative to surrendering the Vehicle to Lessor, so long as the Master Lease is not in default, Lessee may purchase the Vehicle for a purchase fee of \$500 plus its then fair market value as reasonably determined by Lessor; provided, however, that such purchase option may only be exercised on the First Anniversary Date. Payment of such purchase price will be subject to the same credit and deficiency rules which apply when a Vehicle is surrendered to Lessor, including but not limited to accrued taxes, lease charges, tolls and other amounts owed by Lessee per this Master Lease. Any transfer of Lessor's interest in a Vehicle, whether to Lessee or a third party, shall be **AS-IS, WHERE-IS** and without any other warranty.

Further, as an alternative to surrendering the Vehicle to Lessor on the scheduled lease maturity, if the Lease is not in default, Lessee may purchase the Vehicle for a purchase fee

of \$500 plus the Residual Value, as specified in the Schedule. Payment of such purchase price will be subject to the same credit and deficiency rules which apply when a Vehicle is surrendered to Lessor, including but not limited to accrued taxes, lease charges, tolls and other amounts owed by Lessee per this Master Lease. Any transfer of Lessor's interest in a Vehicle, whether to Lessee or a third party, shall be **AS-IS, WHERE-IS** and without any other warranty.

15. Insurance. Lessee shall keep the Vehicle insured under a standard collision and comprehensive policy providing coverage for not less than the Termination Value thereof and deductibles not in excess of \$1,000 naming Lessor and/or such other party as Lessor may designate as loss payee, and shall carry public liability and property damage insurance and uninsured motorist coverage with limits of not less than \$1,000,000 single limit covering the Vehicle and naming Lessor and such other parties as Lessor may designate as additional insureds. All said insurance shall be primary, shall name Lessee as a named insured and shall be in a form and with companies approved by Lessor. Lessee shall deliver to Lessor a certificate or other evidence of the required insurance satisfactory to Lessor. Each insurer shall agree to give Lessor at least thirty (30) days written notice before the policy in question may be altered or canceled. The proceeds of such insurance, at the option of Lessor, will be applied toward (a) the restoration or repair of the Vehicle or (b) payment of amounts due under paragraph 12 and/or 13 and (c) payment of other obligations of Lessee then due hereunder. Any excess of such proceeds remaining shall belong to Lessee. **To the extent Florida law may apply to an event covered by the insurance maintained hereunder, the valid and collectible liability insurance and personal injury protection of any authorized rental or leasing driver is primary for the limits of liability and personal injury protection required by §324.021(7) and 627.736 Florida Statutes.**

In the event Lessee is a self-insured governmental unit pursuant to Chapter 2259 of the Texas Government Code, then Lessee shall provide Lessor a certificate or other documentation that demonstrates that insurance coverage is provided through Lessee's self-insurance fund, and that Lessee's self-insurance and/or self-insurance fund meets the requirements of the State of Texas.

16. Titling; Registration. Except as Lessor may effect titling or registration, in which event Lessee will reimburse Lessor its related expenses, the Vehicle will at all times be titled and/or registered by Lessee, at its own expense and as Lessor's agent and attorney-in-fact with full power and authority to register (but without power to affect title to) the Vehicle, in such manner and in such jurisdiction or jurisdictions as Lessor directs. Lessee will promptly notify Lessor of any necessary or advisable re-titling and/or re-registration of the Vehicle in a jurisdiction other than one in which the Vehicle is then titled and/or registered. Lessee will use reasonable efforts to cause any and all documents of title to be furnished Lessor within sixty (60) days of the date of filing any application for titling or for re-titling of the Vehicle by or at the direction of Lessee.

17. Taxes; Fines. Lessee will pay as directed by Lessor or reimburse Lessor for all taxes, including but not limited to property, excise and sales and use taxes (exclusive of federal and state taxes based on Lessor's net income, unless such net income taxes are in substitution for or relieve Lessee from any taxes which Lessee would otherwise be obligated to pay under the

terms of this paragraph 17), registration and other fees, charges and assessments whatsoever, however designated, whether based on the rent or levied, assessed or imposed upon the Vehicle or upon, or in respect of, the manufacture, purchase, delivery, ownership, leasing, use, return or other disposition of the Vehicle, now or hereafter levied, assessed or imposed under the authority of a federal, state or local taxing jurisdiction, regardless of when and by whom payable. Returns required in connection with the obligations which Lessee has assumed under this paragraph 17 will, at Lessor's option, be prepared and filed by Lessor or by Lessee in such manner as Lessor may direct. Each party will upon request furnish the other a copy of any such filing made or any governmental invoice received by such party covering such obligations. If Lessee holds an exemption which would exempt Lessor and Lessee from any assessment contemplated hereby, until presentation of evidence of the exemption satisfactory to Lessor, Lessor will proceed on the assumption that the applicable assessment is due. Once Lessee has provided evidence of the exemption satisfactory to Lessor, Lessor will adjust its procedures prospectively, but no retroactive adjustment will be made. Lessor will assign to Lessee, to the extent assignable, any claim for refund Lessor has with respect to prior payment of the subject assessment. Additionally, Lessee is responsible for paying and shall be liable for all amounts incurred due to Lessee's possession, use and operation of the Vehicle, including but not limited to traffic tickets, parking tickets, toll charges, and all other charges, fines or fees incurred.

18. Lessor's Payment. If Lessee fails to procure or maintain insurance, to pay any taxes or other assessments required to be paid by Lessee or to perform any other obligation hereunder, Lessor shall have the right, but shall not be obligated, to effect such insurance, pay said assessments or perform such other obligation. In that event, Lessee will reimburse Lessor's cost thereof and pay Lessor a service charge of \$25.

19. Indemnification. Only to extent permissible under applicable law, without waiver of Lessee's sovereign immunity rights, and to the extent that the validity of this Master Lease is not adversely affected, Lessee agrees to indemnify, protect, defend and hold harmless Lessor and Lessor's assignees from and against any and all liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements, including court costs and attorney's fees and other legal expenses (including a reasonable fee for services of salaried counsel employed by Lessor or Lessor's assignees), of whatever kind and nature, incurred by or asserted against Lessor or Lessor's assignees (whether or not also indemnified against by any other person) in any way relating to or arising out of this Lease or the manufacture, purchase, ownership, delivery, lease, possession, use, operation, condition, repair, return or other disposition of the Vehicle. To the extent permitted by law, and to the extent that the validity of this Master Lease is not adversely affected, this indemnification includes vicarious liability, strict liability and environmental remediation claims respecting the Vehicle, including any of those claims arising out of events occurring during the term of this Lease or otherwise while the Vehicle is or was in possession of Lessee. Lessee agrees to give Lessor, and Lessor agrees to give Lessee, notice of any claim or liability hereby indemnified against within two (2) business days of learning thereof.

20. Default and Remedies. Any of the following will constitute an "Event of Default" hereunder: (a) Lessee's failure to pay when due any rent or other amount due hereunder, which failure continues for ten (10) days after the due date thereof, provided that a Non-Appropriation

Event shall not be considered a default hereunder; (b) Lessee's default in performing any other covenant, obligation, term or condition of this Master Lease or any other agreement between Lessor and Lessee or default under any agreement providing security for the performance by Lessee of its obligations hereunder, other than as referred to in clause (a) above, provided such default continues for more than twenty (20) days, except as provided in (c) and (d) below; (c) any writ or order of attachment or execution or other legal process being levied on or charged against the Vehicle as a result of Lessee's conduct and said writ or order is not released or satisfied within ten (10) days; (d) Lessee's failure to comply with its obligations under paragraph 15 or any attempted assignment of Lessee's interest in this Lease or to the Vehicle in violation of paragraph 23; (e) a final judgment for the payment of money in excess of \$100,000 being rendered by a court of record against Lessee which Lessee does not discharge or make provision for discharge in accordance with the terms thereof within ninety (90) days from the date of entry thereof; (f) death or judicial declaration of incompetency of Lessee, if an individual; (g) the filing by Lessee of a petition under the Bankruptcy Act or any amendment thereto or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, arrangement or extension, or the commission by Lessee of an act of bankruptcy; (h) the filing against Lessee of any such petition not dismissed or stayed within thirty (30) days of the filing thereof and, if the latter, thereafter continually stayed or dismissed; (i) the voluntary or involuntary making of an assignment of a substantial portion of its assets by Lessee for the benefit of creditors, appointment of a receiver or trustee for Lessee or for any of Lessee's assets, institution by or against Lessee or any other type of insolvency proceeding (under the Bankruptcy Act or otherwise) or of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee, Lessee's cessation of business activities or the making by Lessee of a transfer of all or a material portion of Lessee's assets or inventory not in the ordinary course of business; (j) the occurrence of any event described in parts (e), (f), (g), (h) or (i) hereinabove with respect to any guarantor or other party liable for payment or performance of this Lease; (k) any certificate, statement, representation, warranty or audit heretofore or hereafter furnished with respect hereto by or on behalf of Lessee or any guarantor or other party liable for payment or performance of this Lease proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified or having omitted any substantial contingent or unliquidated liability or claim against Lessee or any such guarantor or other party; (l) breach by Lessee of any other lease or agreement providing financial accommodation under which Lessee or its property is bound; or (m) a transfer of effective control of Lessee, if an organization.

Upon the occurrence of an Event of Default, Lessor may exercise any one or more of the following remedies:

(a) Lessor may declare all amounts under the Lease due in the current fiscal year of Lessee immediately due and payable, whereupon such amounts shall be immediately due and payable;

(b) In the event Lessee fails to pay any amounts owed hereunder to Lessor on or before the due date, Lessor may suspend performance required under this Agreement upon providing written notice informing Lessee that (i) payment of amounts due and owing

have not been received; and (ii) Lessor intends to suspend performance for nonpayment. Such suspension of performance shall take effect on the tenth (10th) day after the date that Lessor gives its written notice to Lessee, and shall continue in effect until Lessee cures its nonpayment and/or the Lease is terminated;

(c) To the extent permitted by law, as liquidated damages for the loss of the bargain and not as a penalty, Lessor may declare due and payable and Lessee shall pay a sum equal to the Termination Value plus \$500 if the Vehicle is not returned;

(d) Lessor may demand the Vehicle be returned to Lessor at a location designated by Lessor at Lessee's sole cost and expense, or Lessor may take possession of the Vehicle, with or without demand or notice, wherever same may be located, without any court order or process of law and without liability for any damages occasioned by such taking of possession;

(e) Lessor may sell or otherwise dispose of the Vehicle, whether or not in Lessor's possession, at public or private sale and with or without notice to Lessee and apply the net proceeds of such disposal, after deducting all costs thereof, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and broker's fees, to the Termination Value plus \$750, in which case the credit and deficiency rules set forth in this Master Lease shall apply. If a disposition is by a re-lease, the proceeds of the disposition shall equal the present value of the rental stream, excluding taxes, under the new lease using as the discount rate the implicit rate in the new lease or, if none, the then most recently published Wall Street Journal Prime Rate (or its equivalent if such rate is no longer published) per annum;

(f) Lessor may retain the Vehicle and credit the reasonable value thereof, after deducting all disposition-related costs incurred to the date of crediting, to the Termination Value plus \$750, in which case the credit and deficiency rules set forth in this Master Lease shall apply;

(g) Lessor may cancel this Lease on notice to Lessee;

(h) Subject to Paragraph 21, Lessor may sue for and recover all amounts then due hereunder and as they shall thereafter become due; and/or

(i) Lessor may pursue any other rights and/or remedies available at law or in equity.

No right or remedy conferred herein is exclusive of any other right or remedy conferred herein or by law; but all such remedies are cumulative of every other right or remedy conferred hereunder or at law or in equity, by statute or otherwise, and may be exercised concurrently or separately from time to time.

21. Dispute Resolution. To the extent applicable, and in the event of a dispute regarding whether Lessee has breached the Lease, the parties shall comply with the dispute

resolution process as provided in Chapter 2260 of the Texas Government Code. The procedures contained in Chapter 2260 are a prerequisite to suit.

22. Lessor's Expenses. Lessee will pay or reimburse Lessor for all costs and expenses, including repossession, Vehicle disposition and court costs and attorney's fees and other legal expenses (including a reasonable fee for services of salaried counsel employed by Lessor) as provided or permitted by law (including but not limited to Texas Government Code § 2251.043), not offset against amounts recovered or credited as contemplated in paragraph 20, incurred by Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof. This obligation includes the payment or reimbursement of all such amounts whether an action is ultimately filed and whether an action filed is ultimately dismissed.

23. Assignment; Liens. Without the prior written consent of Lessor, Lessee shall not: (a) assign or otherwise transfer any of Lessee's rights or obligations under this Lease, (b) lend the Vehicle to any party or transfer any other interest in the Vehicle to any party by sublease or otherwise or (c) permit the Vehicle or this Lease to be subject to any lien, charge or encumbrance of any nature not created by Lessor.

Consent to any of the foregoing prohibited acts applies only in the specific, given instance and is not a consent to any subsequent like act by Lessee or any other person. Lessee's rights hereunder are not assignable and shall not be assigned or transferred by operation of law.

All rights of Lessor hereunder and in and to the Vehicle may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to Lessee, but always, however, subject to the rights of Lessee under this Lease. If Lessee is given notice of any such assignment, Lessee will acknowledge receipt thereof in writing and will thereafter pay any amounts due hereunder specified in said notice as directed therein. In the event Lessor assigns this Lease or the rent due or to become due hereunder or any other interest herein, whether as security for any of its indebtedness or otherwise, no breach or default by Lessor hereunder or pursuant to any other agreement between Lessor and Lessee will excuse performance by Lessee of any provision hereof, it being understood that in the event of default or breach by Lessor that Lessee will pursue any rights on account thereof solely against Lessor, that the rights of the assignee will be free of any claim or defense Lessee may have against Lessor and that Lessee will not assert against the assignee any claim or defense Lessee may have against Lessor. Without limiting the generality of the foregoing, the rights of an assignee will not be affected by any claim Lessee may have against Lessor resulting from Lessor's rejection of the Lease in a bankruptcy proceeding or Lessor's interference with Lessee's quiet enjoyment of the Vehicle. No such assignee will be obligated to perform any duty, covenant or condition required to be performed by Lessor under the terms of this Lease, and Lessee agrees that no such assignment shall be deemed to increase or change Lessee's obligations hereunder.

Subject always to the foregoing, this Lease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

24. Late Charge; Dishonored Check. In the event Lessee fails to pay any rent or any other amounts owed under this Lease on or before the due date, then Lessee shall pay interest on all past due amounts at the rate specified in Section 2251.025 of the Texas Government Code. Lessee shall pay said interest, together with all accrued, unpaid amounts in accordance with Sections 2251.025, 2251.026, 2251.027, and/or 2251.029 of the Texas Government Code. Lessee further will pay Lessor's then standard dishonored check charge for any payment instrument which is returned for insufficient funds.

25. Markings. If Lessor supplies Lessee with decals or other markings stating that the Vehicle is owned by Lessor, Lessee will affix and keep the same displayed on the Vehicle as directed by Lessor.

26. Additional Documents. If requested by a party, the other party shall procure and deliver to the requesting party such documents as the requesting party shall reasonably deem necessary or desirable in connection with this Lease. Without limiting the generality of the foregoing, Lessee further will furnish Lessor: (a) a fiscal year-end financial statement including balance sheet and profit and loss statement within one hundred twenty (120) days of the close of each fiscal year; (b) any other information normally provided by Lessee to the public; and (c) such other financial data or information relative to this Lease and the Vehicle as Lessor may from time to time request.

27. Non Waiver. No covenant or condition of this Lease can be waived except by the written consent of the party whose rights are affected. Forbearance or indulgence by a party in any regard whatever shall not constitute a waiver of the covenant or condition to be performed by the other party, and, until complete performance by said party of said covenant or condition, the party to which the performance is owed shall be entitled to invoke any remedy available to that party despite such forbearance or indulgence.

28. Entire Agreement; Amendment and Modification. This Master Lease and the Schedule(s) (and any exhibits or addenda hereto) constitute and contain the entire agreement between Lessee and Lessor regarding the leasing of Vehicles by Lessor to Lessee and any other matters set forth herein. The Master Lease and the Schedule(s) (and any exhibits or addenda hereto) supersede any and all prior agreements and understandings of the parties, whether written or oral, that relate to the subject matter hereof. Each of the exhibits and/or addenda, if any, referenced herein and attached hereto are incorporated herein by reference for all purposes and are made a part of the Lease. The Master Lease and the Schedule(s) cannot be amended or modified orally. The parties hereto may be amend, alter or supplement the Lease only by a written agreement signed by the party against whom enforcement is being sought.

29. Notices; Designation of Authorized Representative. Notices under this Lease shall be sufficient if in writing and given personally, mailed, U.S. mail certified postage prepaid, or sent by electronic means (such as email) to the party involved at its respective address set forth below or at such address as such party may provide from time to time on notice given as provided in this paragraph. Any such notice so mailed to such address shall be effective when deposited in the United States mail, duly addressed, with postage prepaid. Notices personally delivered will be

effective upon delivery. Notice sent via electronic means is effective on the date the recipient receives the notice. For purposes of this Lease, Lessee shall designate its chief administrative officer or other officer or person as its Authorized Representative to receive any notices or other communications required under this Lease. Accordingly, Lessee hereby names and designates the following person as its Authorized Representative:

Authorized Representative Name: NAME
Title/Position: INSERT
Address: INSERT
Phone Number: INSERT
Email Address: INSERT

30. Number; Joint and Several Liability. Whenever the context of this Lease requires, the singular number includes the plural. If there is more than one Lessee named in this Lease, the liability of each shall be joint and several.

31. Titles. The titles to the sections of this Lease are solely for the convenience of the parties and are not an aid in the interpretation hereof.

32. Time. Time is of the essence of this Lease and each and all of its provisions.

33. Governing Law; Venue. This Lease will be governed by the laws of the State of Texas. This Lease is performable in whole or in part in Tarrant County, Texas. Venue for any action related hereto will be in an appropriate court in Tarrant County, Texas, to which Lessee consents.

34. Lessee's Representations and Warranties. As of the Effective Date of this Master Lease, and the date on which Lessee signs the Schedule, Lessee represents and warrants to Lessor: (a) Lessee is a political subdivision duly organized under the constitution and laws of the State and will do or cause to be done all things to preserve and keep in full force and effect its existence as a political subdivision; (b) Lessee is authorized under the constitution and laws of the State to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder; (c) the execution and delivery of this Master Lease and any Schedule and the performance of Lessee's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of Lessee; (d) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof; (e) as of the date of entering into this Master Lease and/or any Schedule, Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to pay the rent scheduled to come due during the current fiscal year and to meet its other obligations under this Lease during the current fiscal year, and such funds have not been expended for other purposes; (f) Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition by Lessee of the Vehicle(s) hereunder; (g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document,

agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect the financial condition or properties of Lessee; (h) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Lease or in connection with the carrying out by Lessee of its obligations hereunder have been obtained; (i) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Vehicle(s) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided; (j) each person executing this Master Lease, the Schedule or any other related document on behalf of Lessee has been duly authorized to do so (each person so signing, joins in and makes this representation and warranty along with Lessee); (k) any and all financial data and other information which Lessee has submitted, or will submit, to Lessor is, or shall be at the time of delivery, as appropriate, a true, correct and complete statement of the matters therein contained; (l) this Master Lease and the Schedule constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (m) the Vehicle, if delivered in conjunction herewith by Lessor to a department or agency of Lessee or to any other entity or person designated by Lessee, whether at the request of Lessee, such department, agency, entity or person, is the Vehicle for all purposes of this Lease, and Lessee is primarily liable and shall remain primarily liable for its obligations under this Lease with respect to the Vehicle; (n) the Vehicle is essential to the governmental functions of Lessee, that Lessee has an immediate need for the Vehicle and will be used by Lessee solely for the purpose of performing one or more of Lessee's essential governmental functions consistent with the permissible scope of Lessee's governmental authority immediately after delivery and for the foreseeable future; and (o) the Vehicle will not be used in a non-governmental capacity such as by a business or for the personal use of a person or entity other than the Lessee.

Certification by Lessee under Section 7701(h)
of the Internal Revenue Code

Lessee hereby certifies under penalty of perjury that Lessee intends that more than 50% of the use of each Vehicle will be in Lessee's trade or business. Lessee further states that Lessee has been advised that Lessee will not be treated as the owner of any of the Vehicles for federal income tax purposes.

LESSEE:

By: _____

Name: _____

Title: _____

35. Waiver of Trial by Jury. LESSOR AND LESSEE IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY THE PARTIES. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO TRIAL BY THE COURT.

36. Prohibition Against Boycotting Israel & Doing Business with Foreign Terrorist Organization. Pursuant to Sections 2252.152 and 2270.002 of the Texas Government Code, Lessor represents and warrants that it does not boycott Israel and will not boycott Israel during the term of the Master Lease. Further, Lessor represents and warrants that it does not engage in business with Iran, Sudan, or any foreign terrorist organization (as defined and/or determined by the Texas Comptroller).

37. Severability. If any provision in this Master Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect, as if this Master Lease had been executed without any such invalid provision having been included.

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease as of the Effective Date set out above.

LESSOR:

COMMERCIAL VEHICLE LEASING,
L.L.C., d/b/a D&M Leasing

By: _____
Name: _____
Title: _____

Address:
17090 N Dallas Parkway,
Dallas, Texas 75248

LESSEE:

By: _____
Name: _____
Title: _____

Address:



AGENDA ITEM REQUEST FORM: K. 9.

Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor:

Commissioner Ingalsbe

Co-Sponsor:

Judge Becerra

Agenda Item

Discussion and possible action to adopt a name, mission statement, and vision statement for the Hays County Pet Resource Center project facility. **INGALSBE/BECERRA**

Summary

Attachments

PRC Name Vision Mission

Hays County PRC Project Mission/Vision DRAFTS

Oct 3, 2023

This first draft of facility name, mission, and vision is being put forth for consideration and discussion with input from the contract committee on included language. The goal is to bring together the strong community programming component, data-driven focus, and smaller-scale sheltering concept proposed by Dr. Sara Pizano in the 2022 Hays County Pet Resource Center Proposal in facility name and a succinct mission that reflects Hays County's goals and is easy for everyone to understand.

Additional feedback from stakeholder conversations including the Brand Identity Questionnaire will help guide additional drafts as needed.

A suggested name and mission statement for the friends group to be formed in support of this organization are also included.

Proposed Name for Hays County Pet Resource Center Project Facility:

Hays County Pet Resource, Education, and Research Center.

Mission Draft for Hays County Pet Resource Center Project Facility:

The Hays County Pet Resource, Education and Research Center will provide a temporary safe haven for pets in need; keep pets and families together; protect animals in Hays County; and work collaboratively with pet owners, the public, animal rescue & welfare organizations, human social services agencies, and others with a shared vision to benefit pets and people.

Vision Draft for Hays County Pet Resource Center Project Facility:

A strong, healthy community for all pets and people through lifesaving programming; an embrace of progressive, best practices in animal services; inclusively honoring the human-animal bond; respecting community values & conversations; education; and applied research at a first-of-its-kind campus serving a growing region for now and future generations.



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

Hays County Commissioners Court

Date: 10/10/2023

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.



AGENDA ITEM REQUEST FORM: **L. 2.**

Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.501 acre, waterline easement interest in 0.043 acre, and gas line easement in 0.065 acre from property owned by Merlin's Roost 1400, LLC., and which is required for the construction of the proposed Hillside Terrace roadway improvements and utility adjustments, and take other appropriate action (Parcel 15). Possible action may follow in open court. **COHEN**

Summary



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.996 acre, waterline easement interest in 0.086 acre, and gas line easement in 0.128 acre from property owned by Hillside BP, Ltd., and which is required for the construction of the proposed Hillside Terrace roadway improvements and utility adjustments, and take other appropriate action (Parcel 16). Possible action may follow in open court. **COHEN**

Summary



Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor:

Commissioner Cohen

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation to consider a resolution determining the necessity and authorizing the use of the County's power of eminent domain to acquire fee simple interest in 0.056 acre, and utility easement interest in 0.083 acre from property owned by Adept Builders, LLC, and which is required for the construction of the proposed Hillside Terrace roadway improvements and utility adjustments, and take other appropriate action (Parcel 22). Possible action may follow in open court. **COHEN**

Summary



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

Hays County Commissioners Court

Date: 10/10/2023

Requested By:

Sponsor: Commissioner Cohen

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **COHEN**

Summary
